

A G E N D A

COOK COUNTY BOARD OF COMMISSIONERS

REGULAR MEETING COURT HOUSE, GRAND MARAIS, MN JULY 19, 2016

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

- 8:30 a.m. HUMAN SERVICES BOARD
- 10:00 a.m. B R E A K
- 10:15 a.m. 1. Call meeting to order
Pledge of Allegiance
Make adjustment to agenda
2. PUBLIC COMMENT PERIOD: Opportunity for citizens to appear before the County Board.
3. Consent Agenda items: Action as a whole.
A. Claims
B. Cook County Board minutes for June 28, 2016
C. Credit Card Authorization
D. Special Event Permit, Fisherman's Picnic
E. Firewise Assessment Grant in the amount of \$76,700
F. Multi-Function Printer Purchases 2016
- 10:30 a.m. 4. Tim Nelson, Planning Director
A. Sign Ordinance Update Adoption. Action
- 10:45 a.m. 5. Jeff Cadwell, Administrator
A. Assessor Search Committee. Action
B. Assistant Highway Engineer reclassification. Action
C. Administrator Update. Information.
- 11:15 a.m. 6. Employee Concerns
Commissioner Concerns
A. Commissioner Reports
B. Meetings to note
C. Meeting updates
D. WTIP interview on 7/20/2016: Commissioner Doo-Kirk
- 11:30 a.m. 7. Correspondence – Memos:
A. Cook County 1% Local Option Sales Tax. Information

- B. Cook County Lodging Tax as of 5/31/2016. Information
- C. Arrowhead Regional Corrections Board materials. Information
- D. Cook County EDA meeting materials. Information.
- E. Cook County/Grand Marais Special EDA Meeting. Information

- 11:45 a.m. 8. Braidy Powers, Auditor-Treasurer
A. Airport Phase II Change Order. Action

A D J O U R N
* * *

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

Grand Marais, Minnesota
June 28, 2016

The Board met in regular session this 28th day of June, 2016, at the Courthouse in Grand Marais, Minnesota.

The meeting was called to order at 8:30 a.m. with the following members present: Commissioners Doo-Kirk, Gamble, Storlie, Sivertson, and Moe. Absent: None. Also present were, County Administrator Jeff Cadwell, Auditor-Treasurer Braidy Powers, County Attorney Molly Hicken, and Office Support Specialist Bev Wolke.

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

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

Braidy Powers, Auditor-Treasurer, appeared before the Board to present a Chipper Day Debris Hauling contract with Mc Millan Tree Service, to be paid with a 2016 DNR Firewise Grant. Motion was made by Gamble, seconded by Moe, and carried by unanimous vote to approve the Chipper Day Debris Hauling contract with Mc Millan Tree Service for the period of July 11 – July 13, 2016 at a cost not to exceed \$1,200.00 and authorizing Emergency Services Director Jim Wiinanen to sign the contract on behalf of the County.

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

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

- A. Claims
- B. Raffle Permit Resolution
- C. New Liquor License

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

RESOLUTION # 2016-48

BE IT RESOLVED, that the following claims totaling \$31,315.73 having been audited and found to be true and correct claims against Cook County, are approved and the Auditor-Treasurer is hereby authorized to draw warrants in payment of said claims:

	<u>Revenue Fund</u>
Boreal Community Media	53.70
City Auto Glass	458.83
Dalco	199.24
Essentia Health	142.94
M C I S	25,599.00
My Brothers Place Auto Repair LLC	69.03
Quinlivan & Hughes Pa	76.00
RELX Inc DBA Lexis Nexis	426.42
Retrofit Companies Inc	2,000.00
Routh/Joseph	67.50
Steve's Sports & Auto	36.61
Watkins/Rowan	208.56
<u>Airport</u>	

Boreal Access	29.90
G & G Septic LLC	125.00
<u>Autopsy Bills</u>	
Bugliosi/Marcy	160.00
Delich/Debra	103.19
Fairview University Medical Center	749.00
Lakeland Pathology P A	810.81

RESOLUTION # 2016-49

Be It Hereby Resolved, that the Cook County Board of Commissioners hereby approves a Permit for Lawful Gambling permit application for the Gunflint Mail Run to conduct three raffles in 2016 at Trail Center Lodge.

Diane Booth, Community Center/Extension Director, Ray Block, MDA Apple project Cooperator, and Carol Dry, Donator of Apple Trees, appeared before the Board. Booth informed the Board that because of a donation of 100 apple trees from Carol Dry, Booth will be able to establish a community fruit orchard on the Law Enforcement Center grounds. Motion was made by Gamble, seconded by Moe, and carried by unanimous vote to approve the Lloyd K. Johnson Grant of \$15,909.00 for installation of fencing, water cachement system, and orchard trees/plantings on the side of the Law Enforcement Center, facing County Road 7.

Tim Nelson, Planning Director/Solid Waste Officer, appeared before the Board. Nelson presented a resolution opting out of the requirements of Chapter 111 of the 89th Legislative Session specifically regarding the regulation of specific type of temporary dwelling designed for the home health care extended family members. Commissioner Gamble moved the adoption of the following resolution and upon seconding by Commissioner Doo-Kirk was adopted by the following vote. Ayes: Gamble Doo-Kirk, Sivertson, and Storlie. Nays: Moe

RESOLUTION # 2016-50

Declaring Cook County's election to opt out of the requirements of Minnesota Statutes 394.307 Whereas, it is the intent of the Cook County Board of Commissioners to protect the public health, safety and welfare of County residents and the environment of the County.

Whereas, on May 12, 2016, the Governor of Minnesota signed into law Chapter 111 of the 89th Legislature of the State of Minnesota establishing definitions and requirements for Temporary Family Health Care Dwellings, which was introduced during the 2016 legislative session as Senate File 2555 and House File 2497; and

Whereas, Chapter 111 amends Chapter 394 of the Minnesota State Statutes which regulates county permitting and zoning processes by establishing new rules for the placement of Temporary Family Health Care Dwellings on residential property; and

Whereas, Cook County supports the concept of temporary family health care dwellings, but cannot support Chapter 111 due to constraints within the legislation that too narrowly defines the type and construction of an allowed temporary health care dwelling; and

Whereas, Cook County already has a permitting mechanism in place for the review of temporary health care dwellings as an interim use permit and Chapter 111 erodes local control of the permitting process; limiting a county's ability to foster and guide development, and placing an undue burden on county staff to forego standard permitting practices; and

Whereas, Chapter 111 includes an opt-out provision as Minnesota Statute 394.307 Sub. 9 that counties may enact through the passage of a county board resolution; now, therefore,

Be It Resolved, Cook County does not designate Temporary Family Health Care Dwellings as permitted use under Minnesota Statute 394.307; and

Be It Further Resolved, Cook County elects to opt out of the requirements established in Chapter 111 of the 89th Legislature of the State of Minnesota.

Jeff Cadwell, County Administrator, appeared before the Board. Cadwell presented letters to Cook County Representatives urging them to support the AMC County Program Aid recommendations, as the final tax bill did not include the formula revisions which would bring Cook County back on to a portion of the formula. Commissioner Moe expressed his concern that there was no mention in the drafted letters to include mention of IQUA. Motion was made by Moe, seconded by Gamble, and

carried by unanimous vote to approve Administrator Cadwell mailing letters urging our Cook County Representatives to support the AMC County Program Aid recommendations and for Cadwell to add a paragraph in each letter to include mention of IQUA.

Kerrie Berg, Cook County Soil & Water Conservation District Manager, appeared before the Board. Berg explained that Cook County Soil & Water had received a DNR Stream Restoration Grant for Rosebush Creek and that because it is a general obligation bond fund, a unit of government must own or have a permanent easement over the project area. Motion was made by Gamble, seconded by Storlie, and carried by unanimous vote to authorize execution of the DNR Stream Restoration Grant Declaration to be Recorded with Easement to Property known as Rosebush.

Berg then presented new job descriptions and changes for the Soil & Water Office as approved by the SWCD Personnel Committee. Berg explained that Ilena Berg would be taking over the 40 hour a week, District Manager and Water Plan Coordinator position, Theresa Oberg as the 25 hour a week, District Administrator, and a 40 hour a week Conservation Technician currently held by Philip Larson. Motion was made by Moe, seconded by Storlie, and carried by unanimous vote to approve the new job descriptions for the Cook County SWCD office.

Cadwell requested authorization to execute a County Assessor search, without Land Commissioner duties, create a committee to review and screen applicants, interview qualified candidates and make a final recommendation to the Board for hiring. Motion was made by Gamble, seconded by Moe, and carried by unanimous vote to approve the posting and hiring of a County Assessor with the understanding that the County Administrator will act as Land Commissioner until a decision is made on who will fill that role permanently.

Cadwell requested authorization to execute an Emergency Management Director search, create a committee to review and screen applicants, interview qualified candidates and make a final recommendation to the Board for hiring. Motion was made by Moe, seconded by Gamble, and carried by unanimous vote to approve the posting and hiring of an Emergency Management Director.

Judy Hill, Human Resource Specialist, introduced the newly formed LEAN Facilitator Group which gave a presentation on a two day Kaizen training course the group had taken in which they identified steps to make the parcel split process more efficient. Administrator Cadwell informed the Board that the group will continue to train and begin facilitating other LEAN processes within the County. County LEAN Facilitators include: Bill Lane, Planning & Zoning Administrator; Kyle Oberg, GIS Analyst; Rowan Watkins, IT/Radio Support Technician; Nanette Arands, Highway Accounting Clerk; Casey Fitchett, Licensor/Case Aide; Cortnee Bernier, Deputy Auditor Treasurer; Holly Schroeder, Chief Deputy Recorder; Bev Wolke, Office Support Specialist; Judy Hill, Human Resources Generalist; Leah Ekstrom, Attorney's Office Administration; Melissa Rexrode, Sheriff Administration Assistant; Todd Smith, Assistant Assessor; Betty Schultz, Assessor/Land Commissioner.

Correspondence – Memos:

- A. Grand Marais Planning Commission Public Hearing
- B. Cook County Higher Education Meeting Materials

Commissioner Storlie reported that she would attend the WTIP interview on June 29, 2016.

There being no further business, motion was made and carried that the meeting be adjourned at 9:45 a.m.

HEIDI DOO-KIRK, Chair
Cook County Board of Commissioners

ATTEST: **BRAIDY POWERS**
Auditor-Treasurer

**Cook County
Request for Time**

e-mail form

Before the Board of Commissioners

3.0.

1.	a. Topic or Issue: (As should be listed on agenda) Credit Card Authorization	b. Requested Date: 7/19/16	c. Amount of time with Board Consent Agenda 17
2.	a. Person requesting/presenting Braidy Powers	b. Phone:	c. Email:
3.	a. Departments affected:	b. Department Head:	c. Dept been contacted?
4.	a. Has the Board addressed this before?	b. If so, When?	c. What was the result?
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?		
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Authorize Yafa Napadensky and Andrea DeBoer to manage PHHS county credit cards, including opening and closing accounts, initiating fraud claims, and accessing account information for those cards under their control.		
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). See attached resolution.		
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"/>

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

RESOLUTION NO. 2016-

ADOPTED

July 19, 2016

By Commissioner

RESOLUTION NO. 2016-

RESOLUTION FOR MANAGEMENT OF CREDIT CARD ACCOUNTS

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

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

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

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

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

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

- Ayes:
- Nays:
- Absent:

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

I, Braidy Powers, Auditor of the County of Cook, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 19th day of July, 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 19th day of July, 2016.

County Auditor _____

By _____ Deputy

**Cook County
Request for Time**

e-mail form

Before the Board of Commissioners

J.D.

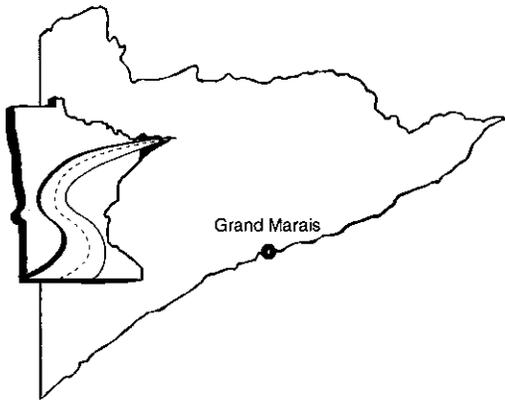
1.	a. Topic or Issue: (As should be listed on agenda) Special Event Permit, Fisherman's Picnic	b. Requested Date: 7/19/16	c. Amount of time with Board Consent Only
2.	a. Person requesting/presenting David Betts	b. Phone: 218-387-3695	c. Email: david.betts@co.cook.mn.us
3.	a. Departments affected: Hwy Dept, Sheriff's Office	b. Department Head: Pat Eliassen	c. Dept been contacted? Will be copied
4.	a. Has the Board addressed this before? Yes	b. If so, When? 2015	c. What was the result? Authorized
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?		
6.	<p>BOARD ACTION REQUESTED(detail what you seek from the board, including motion/vote):</p> <p>This event is part of the Grand Marais culture and has gone well in the past. Therefore, despite minor inconveniences to the traveling public, we recommend that the permit move forward contingent upon the following:</p> <p>1. Formal approval of event routes and closures by the Cook County Sheriff 2. Agreement by event sponsors to pay all costs associated with traffic control</p>		
7.	<p>BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider).</p> <p>Please see attached paperwork.</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 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.
Highway Engineer *(DLB)*

DATE: July 7, 2016

RE: Special Event Permit
87th Annual Fisherman's Picnic

On June 29, 2016, the Cook County Highway Department received a special event permit application from the Grand Marais Lions Club for the 87th Annual Fisherman's Picnic and Parade. A map and description are attached.

This event requires the closure of Wisconsin Street (CSAH 9), 1st Avenue, and 2nd Avenue south of T.H. 61 for five days, from August 3-7, 2016.

This event is part of the Grand Marais culture and has gone well in the past. Therefore, despite minor inconveniences to the traveling public, we recommend that the permit move forward contingent upon the following:

1. Formal approval of event routes and closures by the Cook County Sheriff
2. Agreement by event sponsors to pay all costs associated with traffic control

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

enclosures

/nya



RECEIVED
JUN 29 2016

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 \$	100.00

Cook County Highway Dept.

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

- I. Application is hereby made for permission to place/hold a (an) the 87th Fishermans Picnic on Wisconsin St.
Lat. Ave and 2nd Ave South of #61
 On County Highway No. _____ from Aug 4 to Aug 7
- Description of Detour or Event: Only road open south of #61 will be Broadway, others to be blocked off.
 Description of Route (per attached map): Parade on Sunday to cross Hwy 61
- II. Event or Detour to start at 6.00 a.m./p.m. Aug 3, 2016, and to be completed before 7.00 PM
 a.m./p.m. Aug 7, 2016.
- III. Estimated number of participants: 10,000
- 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 sec Gent Policy Number _____ Liability Limits _____

Dated this 25th day of June, 2016.

Name of organization making application Grand Marais Lions Club

Signature [Signature] Title PRESIDENT

Address PO box 245 Phone 387-2995

City/State/Zip Grand Marais, MN 55647 Fax _____

Email WSTC BORSA-OKG
and bill@nessi@labcal.org



Cook County Highway Department

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

RECEIVED

JUN 29 2016

Cook County Highway Dept.

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 6/29/16 =K#9710



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams PHONE (A/C No. Ext): 1-800-316-6705 E-MAIL ADDRESS: lionsclubs@dspins.com	FAX (A/C No.): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
INSURED Grand Marais Lions Club Grand Marais Minnesota	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDOG27396392	09/01/2015	09/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH08858354	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Fishermans Picnic

County of Cook, 609 E. 4th Ave. Grand Marais MN 55604 is included as an Additional Insured(s), but only with respect to General Liability arising out of the issuance of permit(s) to the Insured shown above and not out of the sole negligence of said additional insured.
PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER**CANCELLATION**

Grand Marais Lions Club
 PO Box 745
 Grand Marais Minnesota 55604

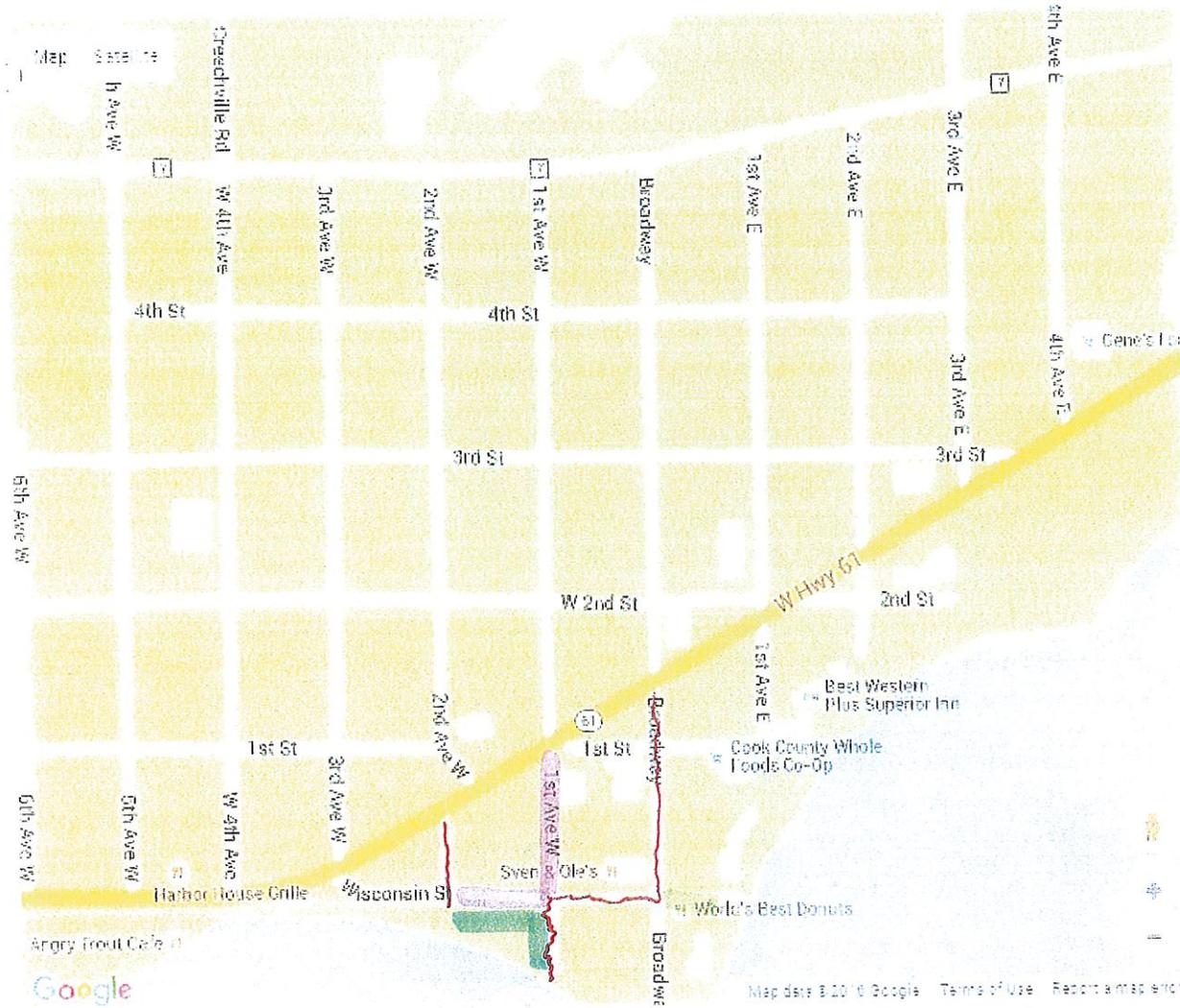
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Grand Marais road map & Grand Marais street view

maps-streetview.com Updated Jul 6th, 2016



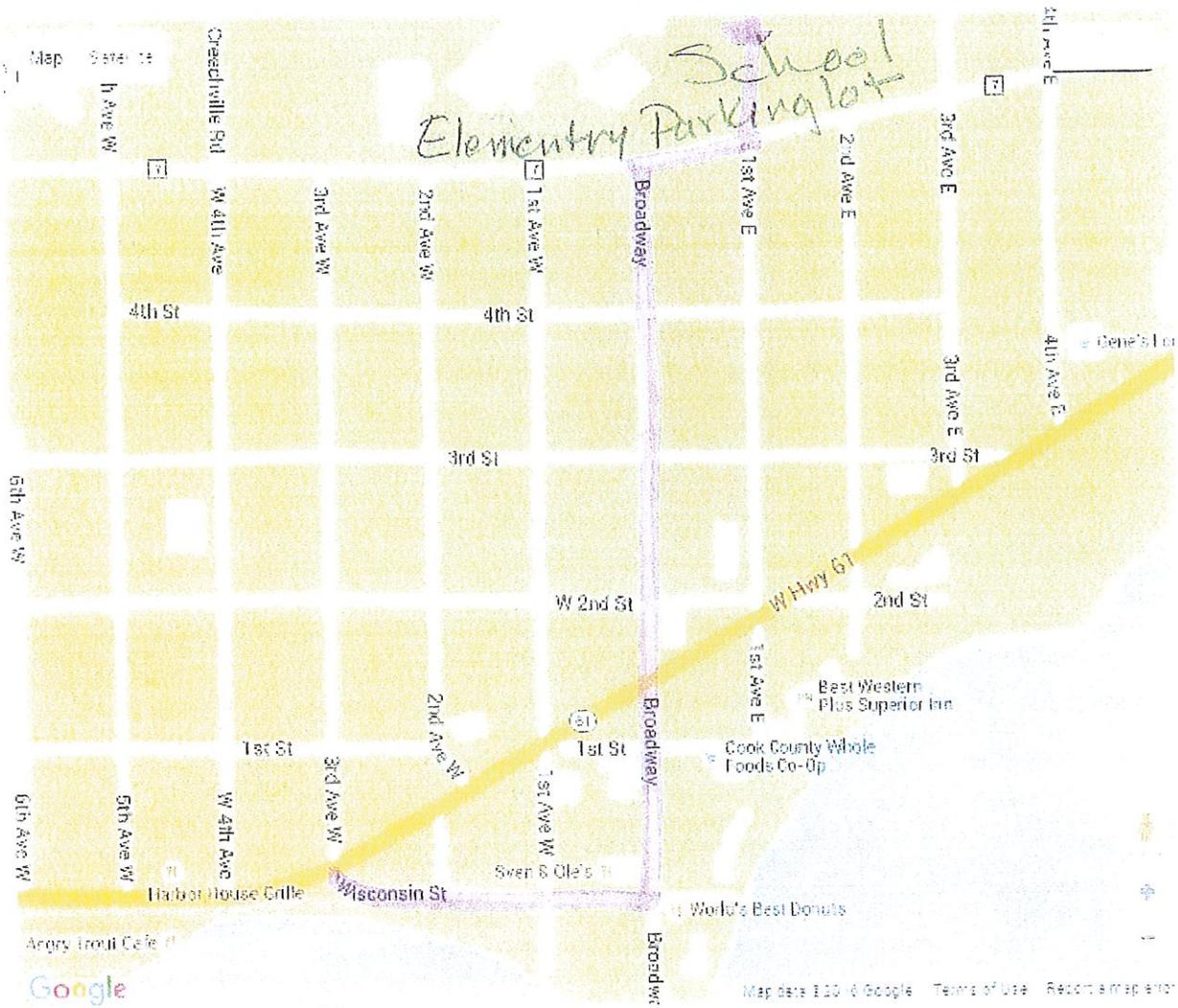
Emergency Deliveries

- Inflatables - Fri + Sat
- Vendors/crafts - 4day
- Vendors/crafts - 3day
- Vendors - food

Evernote makes it easy to remember things big and small from your everyday life using your computer, tablet, phone and the web.

Grand Marais road map & Grand Marais street view

maps-streetview.com Updated Jul 6th, 2016



Parade Route

Evernote makes it easy to remember things big and small from your everyday life using your computer, tablet, phone and the web.

Request for Time

Before the Board of Commissioners

3.E.

1.	a. Topic or Issue: (As should be listed on agenda) Firewise Assessment Grant	b. Requested Date: 7/19/16	c. Amount of time with Board Consent Agenda ✓
2.	a. Person requesting/presenting	b. Phone:	c. Email:
3.	a. Departments affected:	b. Department Head:	c. Dept been contacted?
4.	a. Has the Board addressed this before?	b. If so, When?	c. What was the result?
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?		
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approve Firewise Community Grant Contract in the amount of \$76,700 and authorize the Board Chair and County Auditor to execute the grant		
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). See attached contract. The Board approved the application for this grant on February 23, 2016 but did not delegate authority to sign the grant at that time. The grant funds firewise assessments, Chipper Days, pit maintenance, and home ignition zone fuel removal and education to homeowners.		
8.	How will this request affect the County Budget?		
9.	Have funds been budgeted/allocated for this request?		
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.):		

COUNTY STAFF INFORMATION

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

**STATE OF MINNESOTA
GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, Division of Forestry ("STATE") and Cook County, DUNS# 099046778, 411 West 2nd Street, Grand Marais, MN 55604 ("GRANTEE").

Recitals

1. Under the FIREWISE/Hazard Mitigation/Risk Reduction Program, U.S. Department of Agriculture's Forest Service, CFDA Number 10.664, Federal Award ID Number 12-DG-11420004-148, the State received a federal award of \$450,000.00 on July 1, 2012, of which \$76,700.00 is being sub-awarded to the Grantee DUNS# 099046778 as provided in Minnesota Statutes, Section 84.026. This project is not a research and development project.
2. The State sub-awards to the Grantee for the purpose of conducting the program entitled Mitigation Within the Minnesota FIREWISE Community in the manner described in the Minnesota Department of Natural Resources' federal award letter.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract

1. Term of Grant Contract

Effective date: May 1, 2016. Per Minnesota Statutes Section 16B.98, Subdivision 7, no payments will be made to the Grantee until this grant agreement is fully executed.

1.2 *Expiration date:* October 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.* The following clauses survive the expiration or cancellation of this grant contract: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 24 Additional Program Requirements.

1.4 *Incur Expenses:* Notwithstanding Minnesota Statutes, Section 16A.41, expenditures made on or after July 1, 2012, are eligible for reimbursement. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

2. Grantee's Duties

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

- Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- Perform the duties specified in Exhibit A which is attached and incorporated into this grant contract.

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

The Grantee shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

The Grantee is responsible for maintaining a written conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

3. Time

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

4. Consideration and Payment

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

4.1.1 **Compensation.** The Grantee will be paid an amount not to exceed \$76,700.00, according to the breakdown of costs contained in Exhibit A which is attached and incorporated into this Grant Contract.

4.1.2 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.1.3 **Matching Requirements.** Grantee certifies that the following matching requirement for the grant contract will be met by Cook County. The total project cost is \$157,300.00. Grantee agrees to match at least \$80,720.00 of this project cost.

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

(a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: project name, grant contract number, the amount of grant funds to be used. Location where grant funds were or will be used, activity the grant funded, and current landowner (if applicable). The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

4.1.4 **Indirect Cost Rate.** The federal indirect cost rate for the State's federal award is 19.97%.

THE TOTAL OBLIGATION OF THE STATE FOR ALL COMPENSATION AND REIMBURSEMENTS TO THE GRANTEE UNDER THIS GRANT CONTRACT WILL NOT EXCEED SEVENTY SIX THOUSAND SEVEN HUNDRED DOLLARS.

Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

Invoices must be submitted timely and according to the following schedule: Upon completion of the services outlined in Exhibit A.

Invoices will be submitted to the State's Authorized Representative and the final invoice submitted as soon as practical after all requirements of the grant are met, and no later than 15 days after the expiration date of the grant (October 31, 2017). The State will not be responsible for paying late invoices.

Any invoices submitted for payment to the State must clearly provide a detailed reporting of costs and actions taken during the completion of this project. Specifically matching funds (both cash and in-kind) must be equal to or greater than the amount billed toward the grant. Any invoices submitted for payment to the State must clearly identify services or products being invoiced for, including measure of time or number of items or products produced, delivered or installed, and the number of residences treated.

In-kind match must be reported in sufficient detail to provide information on whether the in-kind labor was done by volunteers or paid personnel or service providers. Sufficient detail of time, what was accomplished, and costs shall be reported. All Firewise activities must be completed prior to the expiration date of this grant.

(b) Federal funds.

Payments under this grant contract will be made from federal funds obtained by the State through the Cooperative Forestry Assistance Act of 1978 CFDA Number 10.664. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

(c) Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

5. Conditions of Payment

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

6. Authorized Representative

The State's Authorized Representative is Jeff Jackson, MN DNR Northeast Region Firewise Specialist, 402 SE 11th Street SE, Grand Rapids, MN 55744, (218)322-2705, jeffery.jackson@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Braidy Powers, Cook County Auditor-Treasurer, 411 West 2nd Street, Grand Marais, MN 55604, (218)387-3646, braidy.powers@co.cook.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7. Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

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

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

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

7.4 Grant Contract Complete

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

8. Subcontractors, Contracting, and Bidding Requirements

8.1 The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with Title 2 Code of Federal Regulations (CFR) 200.317 and 200.322 (if applicable- both apply to state entities only) as well as 2 CFR 200.318-321, and 2 CFR 200.323-326.

8.2 Per Minnesota Statute 471.345, grantees that are municipalities as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contraction funds from this grant contract agreement for any supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.

If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2.

8.2.1 If the amount of the contract is estimated to exceed \$25,000, but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute § 16C.28, Subd. 1, paragraph a, clause 2, and paragraph c.

8.2.2 If the amount of the contract is estimated to be \$3,000-\$25,000 (\$2,000 for acquisitions of construction that are subject to the Davis-Bacon Act and \$2,500 for the acquisition of services subject to the Service Contract Act) the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute § 16C.28, Subd. 1, paragraph a, clause 2.

8.2.3 Any services and/or materials that are expected to cost less than \$3,000 do not require the solicitation of competitive quotations in accordance with 2 CFR 200.320(b). The Grantee must make an effort to equitably distribute these purchases.

8.2.4 Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

8.2.5 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minnesota Statute § 177.41 through 177.44 consequently; the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

9. Liability

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

10. Audits (State and Single)

Under Minn. Stat. § 16B.98, Subd. 8 and 2 CFR 200.331, the Grantee books, records, documents, and accounting procedures and practices relevant to this Grant Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of the Grant Contract.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

11. Government Data Practices and Intellectual Property Rights

11.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11.2 Intellectual Property Rights – Not Applicable

12. Workers Compensation

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

13. Publicity and Endorsement

13.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee

individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

13.2 Endorsement

The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms of 2 CFR 200.315.

14. Governing Law, Jurisdiction, and Venue

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

15. Termination

15.1 Termination by the State

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

15.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a) Funding for Grant No. 12-DG-11420004-148 is withdrawn by the U.S. Forest Service.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

16. Data Disclosure

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

17. American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

18. Reporting Requirements

The Grantee is bound to financial and performance reporting requirements as noted in the federal award letter/grant contract.

19. Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20. Invasive Species Prevention

The MN DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

21. Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version.](#)

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction.

21.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

23. Whistleblower Protection Rights

Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9).

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Denigma Weidell

Date: 05.01.2016

SWIFT Contract/PO No(s) 109097; PO#3-93942

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**Cook County
Request for Time**

e-mail form

3.F.

Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) Multi-Function Printer Purchases 2016	b. Requested Date: 7/19/2016	c. Amount of time with Board Consent Agenda <input checked="" type="checkbox"/>
2.	a. Person requesting/presenting Kevin Twiest, Rena Rogers	b. Phone: 218-387-3662	c. Email: Rena.rogers@co.cook.mn.us
3.	a. Departments affected: Auditing, Planning & Zoning, MIS, Soil & Water.	b. Department Head: Rena Rogers	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? Yes		
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Purchase of 1 replacement MFP for the Auditor's Office. Purchase of 1 MFP for North End Copy Room, which is used by three departments.		
7.	<p>BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider).</p> <p>Both units have reached or passed the projected End of Life and are starting to result in above average service calls and reduced productivity, increased irritability among users.</p> <p>Purchased from State Contract, Best price of the 4 offerings. Keeps all our units from the same vendor to simplify service and supply ordering.</p>		
8.	How will this request affect the County Budget? Copier/Printer fund is self sustaining.		
9.	Have funds been budgeted/allocated for this request? Yes		
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.): See 8. Above		

COUNTY STAFF INFORMATION

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

**Cook County Minnesota
Auditor's Office**

Vendor: Toshiba Business Solutions															
State of MN Contract															
Contact:	Steve Ward (651) 328-3451 - Cell														
Model: Toshiba e-Studio4505AC	Price: \$8,049.00														
Features:	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">A3Console Copier (11x17)</td> <td style="text-align: right;">Accessories</td> </tr> <tr> <td>45 B&W copies per minute</td> <td>(2) 550 Sheet Paper Tray (adjustable) Included</td> </tr> <tr> <td>45 Color copies per minute</td> <td>(1) 2000 Sheet LCF Included</td> </tr> <tr> <td></td> <td>100-Sheet RADF Included</td> </tr> <tr> <td></td> <td>Power Filter-15AMP Included</td> </tr> <tr> <td></td> <td>Fax Included</td> </tr> <tr> <td></td> <td>Inner Staple Finisher Included</td> </tr> </table>	A3Console Copier (11x17)	Accessories	45 B&W copies per minute	(2) 550 Sheet Paper Tray (adjustable) Included	45 Color copies per minute	(1) 2000 Sheet LCF Included		100-Sheet RADF Included		Power Filter-15AMP Included		Fax Included		Inner Staple Finisher Included
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	Inner Staple Finisher Included														
Maintenance	.0049 per B&W & \$.051 per Color each (includes toner, parts, labor & staples)														

**Cook County Minnesota
Auditor's Office**

Vendor: Toshiba Business Solutions															
State of MN Contract															
Contact:	Steve Ward (651) 328-3451 - Cell														
Model: Toshiba e-Studio4505AC	Price: \$8,049.00														
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**Cook County
Request for Time**

e-mail form

4.A.

Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) Sign Ordinance Update Adoption	b. Requested Date: July 19, 2016	c. Amount of time with Board 15 Minutes	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Timothy Nelson	b. Phone: 387-3633	c. Email: tim.nelson@co.cook.il.us	
3.	a. Departments affected: Planning & Zoning	b. Department Head: Timothy Nelson		c. Dept been contacted? Yes
4.	a. Has the Board addressed this before? Yes	b. If so, When? June 14, 2016	c. What was the result? Authorization to hold public hearing for Ordinance.	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified? County Attorney's Office, yes.			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): To accept the recommendation of the Planning Commission to adopt the proposed Cook County Sign Ordinance #53 as presented.			
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). As presented earlier to the Board last month, the Sign Ordinance Committee completed its work in drafting an update to the Sign Ordinance earlier this year, taking into consideration new types of technologies associated with illuminating signs as well as a supreme court decision affecting the County's ability to regulate various types of speech. The proposed draft ordinance was presented to Lutsen Township with the goal of creating one set of sign standards that would be applied throughout the county instead of having two levels of standards, and was also reviewed by an attorney to ensure compliance with the supreme court case. After receiving authorization from the Board, the draft ordinance was presented to the Planning Commission as a public hearing on Wednesday, July 13th, at which time no written or verbal comments were received from the public. The Planning Commission discussed the provisions of the proposed ordinance update, and unanimously recommend adopting the update with the changes highlighted on the attached proposed ordinance.			
8.	How will this request affect the County Budget? The adoption of the proposed update will not affect the County Budget.			
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"/>

PRIMARY DIFFERENCES BETWEEN CURRENT SIGN ORDINANCE AND PROPOSED ORDINANCE

1. Draft Sign Ordinance has been reorganized and restructured for clarity, ease of reading, and to conform to a recent ruling of the Supreme Court.

- Table of Contents added.
- Definitions have been moved from the end of the document to the beginning.
- Articles 3 through 9 contain the most pertinent information for a business needing a sign permit.
- All Lutsen specific sign regulations present in the current ordinance have been removed by approval of Lutsen Township.
- The draft has been reviewed by an attorney in the office of Jay Squires for compliance with the U.S. Supreme Court decision, *Reed v. Town of Gilbert*. The draft language was modified as needed to eliminate content-based regulation of signs because “the court said that government cannot regulate signs based on the communicative intent or message of those signs except in very limited circumstances”.

2. Key additions and revisions in proposed ordinance.

- Article 2 Definitions include a number of new definitions including Sec. 2.11 Commercial Speech, Sec. 2.26 Non-commercial Speech, Sec. 2.13 Display, Sec. 2.16 Free-standing Sign, Sec. 2.23 LED Sign, Sec. 2.24 Monument Sign, Sec. 2.27 Non-conforming Sign, Sec. 2.37 Sign Area, and Sec. 2.38 Sign Structure.
- Sec. 4.06 Design Standards for all Signs has been changed to be less restrictive than the current ordinance.
- Sec. 4.07 Sign Setbacks is new. Current ordinance defines signs as structures and requires them to meet structure setbacks, e.g., R-1 district requires 130’ structure setback. The new ordinance only requires a 50 foot setback from Hwy 61 centerline and RC/R district only requires a 20 foot side yard setback, not 50 foot like structures.
- Sec. 5.01 B and C exempt incidental signs and all windows signs from permits.
- Sec. 5.01 M allows all establishments, including commercial businesses, to post one sign on each road directly leading to the establishment. This provision was not allowed for commercial businesses under the current ordinance.
- Sec. 5.01 N states that business signs not intended to be clearly visible from traveled roadways do not require permits.
- Sec. 6.08 requires an Interim Use Permit (IUP) for all new off-premise signs. This is new.
- Article 7 Sign Types lists the most common types of signs that have been permitted in Cook County. If a sign type does not fit into one of these categories it may, at the County’s discretion, require an Interim Use Permit. The IUP requirement is new.

- Sec. 7.01 Wall Signs only require one sign permit for all signs of the same business that are affixed to the exterior walls of the building housing the business. This is change from the existing ordinance that requires a permit for each sign affixed to the wall of a business.
- Sec. 7.02 Projecting Signs are signs extending more than six inches from a building. Projecting signs require an Interim Use Permit. This is new.
- Sec. 7.07 LED Signs are internally illuminated and thus require an IUP. This is a new type of sign not addressed in the current ordinance.
- Sec. 7.08 Banner Signs are also a newer type of sign and this section of the draft ordinance addresses permitting requirements.
- Sec. 7.09 Monument Signs require a Conditional Use Permit (CUP). This is a new regulation.
- Article 8 On-premise Signs addresses all on-premise sign regulations. The Article is organized into two main groups; signs for residential zone districts and signs for resort/commercial zone districts.
- Sec. 8.01 Residential Zone Districts covers the general regulations and sizes for signs allowed in these zone districts. This section also restricts the type of signage that can be permitted. The language is similar to the existing ordinance but sign sizes have been increased from 4 square feet to 16 square feet and from 6 square feet to 16 square feet for bed and breakfast homes.
- Sec. 8.02 Resort and Commercial Zone Districts allow any type of sign described in Article 7 Sign Types to be erected, although some sign types will require an Interim or Conditional Use Permit.
- Sec. 8.03 Resort and Commercial – Maximum Sign Area is the same as the current sign ordinance except the total maximum on-premise sign area has been reduced from 500 sq. ft. to 300 sq. ft. An IUP is required if the square footage is to exceed 300 sq. ft.
- Article 9 Off-Premise Signs governs the advertising of a product, place or service not related to or located on the premises on which the sign is located.
- Sec. 9.01 Off-premise signs on county, township or private roads list the types of signs that will be permitted, e.g., free-standing signs and monument signs. The former require an IUP, the latter require a CUP. These are new regulations for off-premise signs. The remainder of this section reflects the regulations for off-premise signs in the current ordinance.
- Sec. 9.02 Off-premise signs along Highway 61 reiterates the prohibition on erecting new off-premise signs along Highway 61. These signs cannot be increased in size without a Variance granted by Cook County. This is a new provision.
- Sec. 9.03 Annual permit renewal for existing Highway 61 off-premise signs does not change the requirements of the current ordinance except mid-year changes to the sign display do not require a new sign permit. This is a change from the existing ordinance that requires a separate sign permit every time the display is changed.
- The draft ordinance eliminates the section on calculating the total on-premise and off-premise sign square footage that is used in the current ordinance because size limits are specified for both on and off-premise signs separately and all new off-premise signs require an Interim or Conditional Use Permit.
- Article 10 Non-conforming Signs is new and addresses existing legal non-conforming signs.

Cook County Sign Ordinance Number 53

Final Draft – July 14, 2016
With Public Hearing
Amendments

Office of Planning and Zoning

Cook County Sign Ordinance Number 53
Final Draft with Public Hearing Amendments

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Article 1. Purpose, Intent, and Authority

Sec. 1.01 Purpose

The purpose of this Ordinance is to protect and promote the health, safety and general welfare of the unincorporated areas of Cook County, Minnesota through the establishment of minimum requirements for the regulation of the type, placement, use, display, scale and maintenance of signs. It is not the purpose or intent of this ordinance to regulate the message displayed on any sign.

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. 1.03 Authority

This Ordinance establishing sign regulations for those unincorporated areas of Cook County, Minnesota is adopted in pursuance of the authority granted by Minnesota Statute 394.

Article 2. Definitions

The following words and phrases shall have the meanings ascribed to them in this Article. If not specifically defined in this Article, terms used in this Ordinance may have the same meaning as provided in Moskowitz and Lindbloom The Illustrated Book of Development Definitions. Words or phrases not defined here or in the aforementioned book, shall have common usage meaning. For purposes of this Ordinance, the words “must” and “shall” are mandatory and the words “may” and “should” are permissive.

- Sec. 2.01 Abandoned Sign:** A sign which no longer identifies or advertises a business, lessor, service, product, or activity in operation or available, and/or for which no legal owner can be found.
- Sec. 2.02 Animated sign:** Any sign or part of a sign that changes physical position or light intensity by any movement or rotation, or that gives the visual impression of such movement or rotation.
- Sec. 2.03 Awning:** A shelter projecting from and supported by the exterior wall of a building and constructed of non-rigid materials on a supporting framework.
- Sec. 2.04 Backdrop:** The portion of a sign that creates a setting or background within which is the sign display face. See Sec. 2.37 Sign Area.
- Sec. 2.05 Banner:** A sign made of fabric or any non-rigid material with no enclosing framework. These signs can be mounted horizontally with ropes or cables, or can be attached directly to a wall. Banners can also be mounted vertically to a flexible or rigid pole.
- Sec. 2.06 Billboard:** See Sec. 2.28 Off-premise Sign.
- Sec. 2.07 Board of Adjustment:** A board established by County Ordinance with the authority to order the issuance of variances, hear and decide appeals from a member of the affected public, and review any order, requirement, decision, or determination made by any administrative official charged with enforcing any Ordinance adopted pursuant to the provision of Minnesota Statutes (sections 394.21 to 394.37), order the issuance of permits for buildings in areas designated for future public use on an official map and perform such other duties as required by the official controls.
- Sec. 2.08 Business Sign:** Any wall sign, projecting sign, free-standing sign, portable sign, awning or canopy sign, banner sign, monument sign, LED sign, or roof sign located on the premises of a particular business. See Sec. 2.29 On-premise Sign
- Sec. 2.09 Canopy or Marquee:** A roof-like structure projecting over the entrance of a building or that projects from the wall of a building for the purpose of shielding a doorway or window from the elements.

- Sec. 2.10 Clearance (of a sign):** The smallest vertical distance between the grade of the adjacent street, highway, or street curb and the lowest point of any sign, including framework and embellishments, extending over that grade.
- Sec. 2.11 Commercial Speech:** Speech advertising a business, profession, commodity, service, or entertainment.
- Sec. 2.12 Directional Sign:** Any sign erected and maintained by the township, county, state, federal government, or school district for traffic direction or for designation of or direction to any school, hospital, historical site, or public service, property, or facility, and any sign erected and maintained by the above governmental units, at the expense of the entity requesting the sign, to identify or provide direction to a business or entity.
- Sec. 2.13 Display:** The graphic content of a sign surface in either permanent or removable letter, pictographic, symbolic, numerical, or alphabetic form.
- Sec. 2.14 Double-faced Sign:** A sign with two faces, essentially back-to-back, side by side, or in a V-construction.
- Sec. 2.15 Flashing Sign:** A sign which contains an intermittent or sequential flashing light source used primarily to attract attention. This does not include changeable copy signs, like time, date, and temperature signs.
- Sec. 2.16 Free-standing Sign:** Any self-supporting on-premise or off-premise sign not attached to any other structure and usually mounted on vertical posts anchored in the ground.
- Sec. 2.17 Frontage:** The length of the property line of any one premise along a right-of-way on which it borders.
- Sec. 2.18 Graphic Sign:** Any mural or pictorial scene on the side of a wall or building or on a sign board and affixed to a wall, and which mural or scene has as its purpose artistic effect.
- Sec. 2.19 Height (of a sign):** The vertical distance measured from the highest point of the sign, including decorative embellishments, to the grade of the average adjacent natural terrain or the surface grade beneath the sign, whichever is less in height.
- Sec. 2.20 Highway 61 Corridor:** The lands 300 feet from the centerline of Highway 61 from the Lake County line to the Canadian Border.
- 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.

Commented [KCN1]: The courts have recognized that commercial speech may be regulated in ways that non-commercial speech may not. Arguably, regulations based on the commercial nature of that speech are still content-based regulations and it is not clear how the court would address its previous distinctions between commercial and non-commercial speech under the *Reed* decision.

Commented [KCN2]: While this provision does relate to content of signs, it is meant to promote traffic and pedestrian safety, which the Supreme Court has signaled could justify a content-based sign regulation.

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. 2.22 **Incidental Sign:** A sign, emblem, or decal not exceeding 2 square feet.
- 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. 2.24 **Monument Sign:** A free-standing sign that is detached from a building and having a support structure that is a solid-appearing base constructed of a permanent material. See Sec. 2.16.
- Sec. 2.25 **Moving Signs:** Any sign which revolves, rotates, has any moving parts, or in which an illuminated component alternates with another to create the illusion of movement.
- Sec. 2.26 **Non-commercial Speech:** Dissemination of messages not classified as commercial speech, which include, but are not limited to, messages concerning political, religious, social, ideological, public service, and informational topics.
- Sec. 2.27 **Non-conforming Sign:** A sign lawfully erected and maintained prior to the adoption of this Ordinance that does not conform to the requirements of the Ordinance.
- Sec. 2.28 **Off-premise Sign:** A sign erected and used for the purpose of advertising a product, event, place, person, or subject not related to or located on the premises on which the sign is located. See Sec. 2.06.
- Sec. 2.29 **On-premise Sign:** A sign which pertains to the use of the premise and/or property on which it is located.
- Sec. 2.30 **Owner:** One who possesses the title to the property, even though subject to a leasehold interest. For the purposes of this Ordinance, the term “Owner” shall include the owner of a leasehold interest and thus there can be more than one owner of a property.
- Sec. 2.31 **Point of Purchase Display:** Signage incorporated into or accompanying the display of retail items.
- Sec. 2.32 **Portable Sign:** A sign so designed as to be movable from one location to another which is not permanently attached to the ground or any structure.
- Sec. 2.33 **Projecting Sign:** Any sign wholly or partially dependent upon a building or wall for support and projecting more than 6 inches there from.
- Sec. 2.34 **Remove:** That “Remove,” “Removed,” and “Removal” shall mean the complete disassembly of a sign including all component parts, except such parts the removal of which would result in substantial structural damage to the building. All electrical services shall be disconnected, if any, and there shall be complete removal of wires, conduits, and supporting structures. All

Commented [KCN3]: “Small” is vague and hard to enforce, so we recommend assigning a specific size.

Commented [KCN4]: The court has signaled that distinctions between on- and off-premises signs are acceptable.

ground excavations or holes shall be filled. All disassembled elements of the sign and its supporting structure shall be removed from the property or stored inside a building.

- 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:** 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. 2.37 Sign Area:** Includes the space inside a continuous line drawn around and enclosing all letters, designs, and background materials including border and trim but excluding structural supports. Signs constructed back to back, side by side, or in V-type construction shall be considered one sign if only one business is advertised. A separate sign permit will be required for each business advertising on a back to back, side by side or V-type display.
- Sec. 2.38 Sign Structure:** Any support system mounted in the ground or fastened to a building to which the sign is attached.
- Sec. 2.39 Temporary Sign:** A sign displayed for a fixed period of time as designated by this Ordinance.
- Sec. 2.40 Variance:** The modification or relief from a County Ordinance in accordance with Article 14 of the Cook County Zoning Ordinance where it is demonstrated that the strict enforcement of an Ordinance provisions would result in a practical difficulty for the property owner.
- Sec. 2.41 Wall Sign:** A sign fastened to or painted on a wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of the sign, and which does not project more than 6 inches from such building or structure.
- Sec. 2.42 Window Sign:** Lettering placed directly on a window surface or a sign designed to be visible from the outside of a window.

Commented [KCN5]: This change broadens the definition of signs, but the original definition of "sign" only appears to incorporate signs with certain content, which the court disfavors. If this is too broad for the County's intent, we may be able to find a way to rephrase and narrow it without addressing content.

Article 3 Application for a Sign Permit

- Sec. 3.01** Application for a sign permit shall be made to the Office of Planning and Zoning on paper or electronic forms provided for that purpose. Each application must be filled out completely before it can be accepted for processing. An application for an off-premise sign requires the signature of both the owner of the property where the sign is located and the owner of the sign.
- Sec. 3.02** The application shall include a complete description of the sign and a sketch showing size, location, manner of construction, dimensions and such other information as the Office of Planning and Zoning shall deem necessary to inform it of the kind, size, material, construction and location of the sign.
- Sec. 3.03** The applicant shall submit at the time of application any fee or fees required by this Ordinance.
- Sec. 3.04** All applications will be approved or denied by the Office of Planning and Zoning in accordance with Minnesota Statute 15.99 Time Deadline for Agency Action.
- Sec. 3.05** If a permitted sign has not been installed and completed within one year after the date of issuance of the permit, the permit shall become void.

Article 4 General Regulations Applicable to All Signs

- Sec. 4.01** Permits are required for all new, relocated, modified or redesigned signs except those specifically exempted in Article 5 and for signs requiring an annual permit renewal. Any changes to the sign display, sign size, or physical changes to the sign structure, other than required maintenance and repairs, requires a permit.
- Sec. 4.02** No sign shall be erected which purports to be or resembles an official traffic control device, sign or signal; or which hides from view or interferes with the ability of drivers or pedestrians to see any traffic control device, sign or signal; or which obstructs or interferes with a driver's view of approaching, merging or intersecting traffic for a distance not to exceed 200 feet; or which resembles an official sign erected by a governmental agency; or which bears the words "Stop," "Caution," "Danger," "Warning," or any other word, phrase, symbol, or character in such a way so as to interfere with, mislead, or confuse vehicle operators.
- Sec. 4.03** No sign, other than directional signs (as defined in Sec. 2.12) necessary for public and traffic safety, shall be erected or temporarily placed within any right-of-way or upon any public easement, subject to the County's discretion and approval regarding placement of directional signs for businesses or entities, except as specifically permitted herein.
- Sec. 4.04** Every sign (including, but not limited to, those signs for which no permits or permit fees are required) shall be maintained in a safe, presentable and good structural material condition at all times, including the replacement of defective parts, painting, repainting and cleaning. The immediate surrounding premises shall be maintained in a clean, ~~sanitary and inoffensive~~ condition free of ~~obnoxious substances~~, rubbish and weeds.
- Sec. 4.05 Sign Illumination:**
- A. 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. ~~A Conditional Use Permit shall be issued for an internally illuminated sign only when it is determined that other permitted signs will not accomplish the advertising purpose; the burden of proof shall be the responsibility of the applicant.~~
 - B. All externally illuminated signs shall be lighted by light sources directed from above the sign toward the ground. If lighted from below the sign, the light shall be located as close to the sign as possible so it illuminates the sign in such a way that it does not illuminate any area beyond the sign face in order to reduce light pollution of the night sky and not create a hazard for drivers.
 - C. Any illuminated sign which moves, revolves or changes in either color or in intensity of light, other than intensity adjustment between day and night, is prohibited. See Sec. 6.02 for exceptions.
- Sec. 4.06 Design Standards for all signs:**
- A. Color: Signs shall not use fluorescent colors, except fluorescent colors are allowed on banner signs displayed for 90 days or less.

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- B. Materials for sign structures: **The sign structure shall be made with structurally sound materials.** ~~The following materials can be used for the construction of sign structures: metal, wood, rock, brick and concrete blocks.~~
- C. Materials for sign display face: **The sign display face shall be constructed of suitable durable materials.** ~~The following are types of materials that can be used for the sign display: metal, wood, vinyl, plastic, cloth, canvas, or other similar material.~~
- D. Projections: No object can project more than 6 inches beyond the sign display face, except light fixtures used for the sign's illumination.

Sec. 4.07 Sign Setbacks:

- A. Side and rear yard: All signs shall meet the structure setbacks for the zone district the sign is located in for side and rear yard lines, except in the Resort Commercial/Residential (RC/R) zone district where the minimum side yard setback shall be 20 feet.
- B. Highway 61 setbacks: Signs may be located 50 feet from the highway centerline provided the sign is not located on MnDOT property or in the MnDOT right-of-way. As a state agency MnDOT regulates sign use on their property.
- C. County, township and private road setbacks: Signs may be located 50 feet from the road centerline as long as the sign is outside the road right-of-way.

Article 5 No Sign Permit Required

Sec. 5.01 The following categories do not require a sign permit in any zone district and may be displayed by or with permission of the property owner. **These signs are not regulated under Article 8 or Article 9 of this Ordinance:**

A. Campaign signs:

- 1. All noncommercial signs of any size may be posted in any number beginning 46 days before the state primary in a state general election year until ten days following the state general election. Signs containing non-commercial speech may be posted from 30 days before a primary election until 10 days after a general election and thirteen weeks prior to any special election until ten days following the special election.**
- 2. The tenant and the owner are jointly responsible for removal of noncommercial signs after the time period passes. The tenant and the owner of the private property on which the sign is displayed are both responsible for the removal of all such signs after the election.**
- 3. The maximum area for such a sign is 8 square feet. Any one dimension of the sign cannot exceed 4 feet.**

Commented [KCN6]: Individuals have a constitutionally protected right to display yard signs and this provision does not mean that the stated times are the only times non-commercial signs or political signs may be posted.

B. Point of purchase displays and incidental signs.

C. ~~A Window signs affixed to, or within 12 inches of, the exterior or interior of a window.~~

D. ~~Directional signs~~ and other government signs, including but not limited to traffic control and regulatory signs, street signs, information signs, and railroad crossing signs.

E. ~~Noncommercial flags The flag of any state or nation.~~

F. ~~Signs located on the vehicles~~ of common carriers or motor vehicles bearing current license plates.

G. ~~Address signs.~~

H. Temporary banner signs for one-time events:

- Signs may be displayed for a maximum period of 30 days and must be removed no more than 7 days after the final date of the event.
- Except to the extent that a permit is required under Sec. 7.08.
- Temporary signs include banner signs and pennants but exclude free-standing and portable signs.

I. Temporary free standing or portable signs for one-time events:

- Signs shall not exceed 4 square feet in sign surface area.
- Signs may be displayed for not more than 3 days concurrent with the event.
- The occupant of the property on which the sign is displayed is responsible for removal of such sign.

J. Temporary signs displayed during construction on a property or building:

- Signs can be displayed from the time construction commences until no more than 30 days after construction is complete.
- The total area of all such signs cannot exceed 16 square feet when located adjacent to a county road or private road, and 32 square feet if located adjacent to a state highway.

K. Temporary signs displayed while a lot or building(s) is on the market for lease or sale, provided:

- Such sign shall not exceed 12 square feet in area and may be attached to a tree.

2. Only one such sign is permitted per road frontage upon which the property abuts, unless the property has lake or river frontage; in which case a second sign no larger than 4 square feet will be allowed on said frontage.
3. Such signs shall be removed within 7 days following the lease or sale.

L. One sign identifying the property, building, owner or occupant of a building:

1. Not exceeding 4 square feet, and
2. Not containing any commercial speech.

M. One sign for each road directly leading to an establishment indicating the location of the establishment:

1. Provided the sign is not illuminated,
2. Does not exceed 2 square feet, and
3. Is not in the right-of-way.

N. Signs not clearly visible from traveled roadways.

Commented [KCN7]: This provision, even as revised, is problematic because it is specific to the content of the signs. There may be an argument that this is justified by safety issues because it allows traffic and pedestrians to more easily identify establishments, reducing the risk of accidents, and/or might aid emergency personnel in identifying businesses in need of assistance during times of emergency, but this might not be enough to warrant this specific content regulation. One option is to simply allow one sign, not exceeding 4 square feet, to be displayed without a permit, without reference to the content. The County could require that it be affixed to the building or meet certain other content-neutral standards that would help address the intent of this regulation.

Article 6 Signs Prohibited In All Zone Districts

- Sec. 6.01** Any sign that does or would obstruct a door, fire escape, stairway, or opening intended to provide light, air or access to any building.
- Sec. 6.02** Any illuminated sign which moves, revolves or changes in either color or in intensity of light (other than intensity adjustment between day and night), except one giving time, date, temperature, weather, or other public service information containing no commercial speech.
- Sec. 6.03** Any inflatable or flying device, including fan-powered whip signs, designed and utilized primarily to draw attention to an object, product, place, activity, institution or business, except pole-mounted vertical banner signs that have been permitted.
- Sec. 6.04** Any sign painted, attached to or in any manner affixed to trees, rocks, fences, poles or other structures not originally intended to be sign structures, except as provided for in Sec. 5.01 K.
- Sec. 6.05** Any sign erected by or on behalf of a business that has been out of operation for one year or any sign structure or frame no longer containing a sign for one year.
- Sec. 6.06** Any sign that is erected or maintained in such a manner so as to obscure an official traffic control device or sign.
- Sec. 6.07** Any portable sign which exceeds 12 square feet.
- Sec. 6.08** All new off-premise signs unless an Interim Use Permit has been granted.

Commented [KC8]: This is an exception based on content, but, again, might be justified based on traffic safety (i.e. other animated/moving content would be too distracting), but the exception for unspecified public service information may be more problematic. Another concern is that it's not clear what would constitute "public service information." The County might want to consider eliminating this language or revising it to something more specific and thus more justifiable under a traffic safety concern.

Article 7 Sign Types

Any sign not fitting into one of the following categories may, at the County's discretion, require an Interim Use Permit. Refer to [Article 8 On-premise Signs](#) and [Article 9 Off-premise Signs](#) for types of signs allowed. See Sec. 4.03 for prohibition on locating signs in a right-of-way.

Sec. 7.01 Wall Signs

- A. Wall signs, including cutout letters, shall not project more than 6 inches from the building wall.
- B. No wall sign shall extend beyond the wall to which it is attached.
- C. Wall signs shall be limited to a maximum of 50 square feet per wall.
- D. All wall signs affixed to the same building by or on behalf of the same business will be incorporated into one permit.
- E. Wall signs will be included in the calculation of total sign area.

Sec. 7.02 Projecting Signs require an Interim Use Permit and shall adhere to the following criteria:

- A. A projecting sign is any sign wholly or partially dependent upon a building or wall for support and projecting more than 6 inches there from.
- B. Projecting signs shall be limited to one sign per business of a building frontage.
- C. A projecting sign shall not exceed the height of the building.
- D. A projecting sign shall not project more than 5 feet from the wall of the building to which it is attached.
- E. Such sign shall be a minimum of 8 feet above grade when located adjacent to or projecting over a pedestrian way.
- F. A projecting sign may be lighted subject to Sec. 4.05 Sign Illumination.

Sec. 7.03 Free-standing Signs

- A. Sign and structure shall not exceed a height of 25 feet above grade.
- B. The sign surface and any horizontal support structure shall be a minimum of 8 feet above grade when located within 5 feet of a pedestrian way.
- C. Refer to [Article 8](#) for on-premise and [Article 9](#) for off-premise sign area limitations.
- D. Limited to one sign per 100 feet of road frontage or less and to only one additional sign for any additional road frontage beyond 100 feet. Only one road shall be used in computing this dimension.

Sec. 7.04 Portable Signs

- A. There shall be no more than one portable sign per business.
- B. Portable signs shall not exceed 12 square feet.
- C. Portable signs shall be displayed only during daylight hours and cannot be illuminated.

Sec. 7.05 Awnings and Canopies

- A. May be no less than 7.5 feet above grade when overhanging the pedestrian way.
- B. Letter or symbols must be painted on or attached flat against the surface of, but not extending beyond or attached to the underside of the canopy or awning.

Sec. 7.06 Roof Signs

- A. Such sign structure shall not project higher than 2 feet above the building to which it is attached.
- B. Maximum height of roof sign shall not exceed 25 feet above grade.
- C. Roof shingle design patterns that spell out words are considered roof signs and require a permit.

Sec. 7.07 LED Signs

- A. The following LED signs are allowed by Conditional Use Permit:
 - 1. Date, time and temperature displays
 - 2. 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. 7.08 Banner signs

- A. Banner signs used by a business require a permit.
- B. Annual permits, which expire on the last day of the calendar year, can be issued for placement of banner signs at a specific location of a business. Under such permit, signs can be changed during the year without any further permits as long as the same sign location is used and the banner does not exceed the size and dimensions specified in the annual permit.
- C. If 2 or more banner signs will be displayed simultaneously a permit will be required for each sign location.
- E. The square footage of banner signs is included in the total square feet of a business's signs.

Sec. 7.09 Monument signs

- A. All new monument signs require a Conditional Use Permit, in accordance with Article 10 of the Cook County Zoning Ordinance.

Article 8 On-premise Signs Requiring a Permit

Signs regulated under this Article require a sign permit.

Sec 8.01 Residential Zone Districts – General Requirements

Permitted signs in Forest Agriculture/Recreation (FAR-1), Forest Agriculture/Residential (FAR-2), Forest Agriculture/Residential (FAR-3), Lake Shore Residential (LSR), and Single Family Residential (R-1) zone districts may be erected subject to the following provisions:

- A. A free-standing sign with a maximum surface area of 16 square feet or a portable sign with a maximum surface area of 12 square feet may be permitted displayed on properties with a home occupation, home business, or bed and breakfast, in lieu of any other identification sign, and may be illuminated in accordance with this Ordinance.
- B. Free-standing signs larger than 16 square feet or portable signs larger than 12 square feet require a variance.
- C. A temporary sign with a maximum surface area greater than 12 square feet and up to 32 square feet may be displayed during the time that the property is available for subdivision or subdivided land is on the market for sale. See Section 5.01 K for exemption of signs up to 12 square feet. Such sign may not be illuminated.

Commented [KCN9]: Regulations based on the owner of the property could be viewed as discriminatory or content-based, even though the regulations don't specifically dictate the content of the signs allowed to be posted by those entities. If the County wants to completely avoid this risk, we would recommend that it find some other more objective criteria for distinguishing which properties may have certain signs. One way to do this, as outlined here, might be to allow certain sign types/sizes based on the road frontage or size of the lot under the assumption that churches, schools, etc., will be sited on larger lots. As you can see, we left the actual number for the frontage blank, so the County can determine the most appropriate number. There may be better criteria for distinguishing those properties, however. If the County chooses to keep regulations based on land use/type of business, like the ones originally included in this section, we would recommend that the County ensure that the language does not state that the contemplated signs must say something specific, just that these types of businesses may have signs meeting certain size/type criteria.

Commented [KCN10]: See comment with Sec. 5.01 J, above.

Sec 8.02 Resort and Commercial Zone Districts – General Requirements

Permitted signs in the Resort Commercial/Residential District (RC/R), the General Commercial District (GC), the Business Development Area District (BDA), Light Industrial (LI), and Heavy Industrial (HI) may be erected subject to the following provisions:

- A. See Article 7 Sign Types for specific provisions for each type of sign.
- B. For multi-business signs on a single structure or wall:
 - 1. A permit will be required for individual signs mounted on the same support structure; individual signs will require a sign permit.
 - 2. Such permitted signs may be moved around on or within the sign support structure without the need for a new sign permit.
 - 3. If an individual sign display is changed a new permit will be required.
 - 4. Signs on exterior walls of a building displayed by or on behalf of the same business only require one permit.
 - 5. If a building has signs for more than one business, a separate sign permit will be required for each business; but that business can have more than one sign on the building covered by a single sign permit.

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.

- C. For business properties with multiple tenants, each tenant shall be allowed a maximum sign area of 50 square feet. Total sign area for all businesses shall not exceed 300 square feet. Such signs may be illuminated in accordance with this Ordinance.

Commented [KCN11]: Should this be "maximum"?

Article 9 Off-premise Signs Requiring a Permit

Signs regulated under this Article require a sign permit.

Sec. 9.01 Off-premise signs erected on county roads, township roads and private roads are governed by the following provisions:

- A. Only free-standing signs and monument signs will be permitted.
 1. Free-standing signs require an Interim Use Permit.
 2. Monument signs require a Conditional Use Permit.
- B. Off-premise signs shall be spaced at least 500 lineal feet from another off-premise sign.
- C. Off-premise signs shall not be erected within 50 feet of a property side yard line.
- D. Sign and structure shall not exceed a height of 25 feet above grade.
- E. New off-premise signs are limited to a maximum size of 32 square feet and can only be installed in commercial and resort zone districts.
- F. The maximum distance an off-premise sign may be located from the road centerline is 100 feet.
- G. Signs anchored or affixed to the ground cannot be placed in the right-of-way.
- H. Off-premise signs erected back to back, side by side, or in a V-type construction by one business owner shall be deemed to be one sign structure and will be required to have only one permit. Multiple businesses with signage on the same sign support structure require separate permits for each business.

Sec. 9.02 Off-premise signs along the Highway 61 corridor

- A. No new off-premise signs are permitted along the Highway 61 corridor.
- B. Existing off-premise signs may continue as non-conforming signs but will require annual permit renewals as described in Sec. 9.03.
- C. Existing signs can be maintained and updated with new sign displays but no increase in the overall size of these signs is allowed unless a variance is granted by the County. No variance can be approved if the sign is located on MnDOT property or in the Highway 61 right-of-way.

Sec. 9.03 Annual permit renewal for existing Highway 61 off-premise signs

- A. Permits for off-premise signs on Highway 61 expire on the last day of the year.
- B. In January of each year the Office of Planning and Zoning will send a letter to the off-premise sign permit holder notifying them that the annual sign permit has expired and needs to be renewed.
- C. The off-premise sign permit holder must submit an annual permit renewal application to the Office of Planning and Zoning and pay the required fee.
- D. All applications will be approved by the Office of Planning and Zoning in accordance with Minnesota Statute 15.99 Time Deadline for Agency Action.
- E. The permit is valid for the calendar year and allows the sign display to be changed during the year without the need for a new permit.

- F. If a legal Highway 61 off-premise sign is intentionally removed, including sign display and support structures, no new off-premise sign permit will be issued for that property.

Article 10 Non-conforming Signs

Sec. 10.01 Continuance

- A. Except as otherwise provided by law a legal non-conforming sign may be continued, including through repair and maintenance but not including expansion or changes to the sign display, without a new sign permit.

Sec. 10.02 Discontinuance

- A. If a non-conforming sign identifies a business no longer providing product, goods or services for a period of one year it must be removed.
- B. A non-conforming sign that is not properly maintained in accordance with Sec. 4.04 for a period of one year must be removed.

Article 11 Revocations

Sec. 11.01 Permits issued under the provisions of this Ordinance may be revoked by the Office of Planning and Zoning after notice and hearing for any of the following causes:

- A. Fraud, misrepresentation or an incorrect statement contained in the application for the permit; or
- B. Any violation of this Ordinance.
- C. Notice of a hearing by the County Board of Commissioners for revocation of a permit shall be given by the Office of Planning and Zoning in writing, setting forth specifically the grounds for revocation and the time and place-of hearing. Such notice shall be mailed, return receipt, to the permit holder at his or her last known address at least 30 days prior to the date set for hearing, or shall be delivered in the same manner as a summons at least 15 days prior to the date set for hearing.

Article 12 Appeal

Any person aggrieved by the action of the Office of Planning and Zoning in the denial or revocation of a permit under this Ordinance may appeal to the Board of Adjustment. Such appeal shall be taken by filing with the Board of Adjustment within 14 days after notice of action complained of, a written statement setting forth fully the grounds of the appeal together with a fee as established by this Ordinance. The Board of Adjustment shall thereafter set a time and place for a hearing of the appeal.

Article 13 Violations a Nuisance

- Sec. 13.01** If any person fails to remove or bring into compliance a sign regulated under this Ordinance within 30 days after notice that the sign is in violation of this Ordinance, then the sign shall be deemed a nuisance and may be removed or altered to comply with this Ordinance by the Office of Planning and Zoning. The removal or alteration shall be at the expense of the owner of the property upon which the sign is located.
- Sec. 13.02** A sign found by the County Board to be an immediate danger to the public because of its unsafe condition may be removed without notice. Written notice of the removal and the reasons for such shall be given to the owner of the property on which such sign is located as soon as possible.
- Sec. 13.03** If payment is not made within 30 days after a statement for the costs of removal or alteration of a sign is sent to the owner of the property on which the sign is located, the costs may be assessed against the property on which the sign is located by certifying the costs to the County Auditor for collection in the same manner as real estate taxes.
- Sec. 13.04** Any sign requiring a permit that is erected without a permit shall be in violation of this Ordinance.

Article 14 Penalty

- Sec. 14.01** Violation of this Ordinance is a petty misdemeanor. Each period of 10 days that the violation exists is a separate offense.
- Sec. 14.02** A second or subsequent conviction of a violation of the same subsection of this Ordinance within one 12 month period shall be a misdemeanor.

Article 15 Fees

It shall be the responsibility of the Cook County Board of Commissioners, based upon recommendations from the Office of Planning and Zoning, to establish permit fees and after-the-fact fees pursuant to this Ordinance. Fees shall be due and payable at a time and in a manner to be determined by the Office of Planning and Zoning.

Article 16 Interpretation

In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall not be deemed a limitation or repeal of any other powers granted by Minnesota Statutes.

Article 17 Severability

If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this Ordinance shall not be affected and shall remain in full force.

Article 18 Abrogation and Greater Restrictions

It is not intended by this Ordinance to repeal, abrogate, or impair any other existing County Ordinance, easements, covenants, or deed restrictions. However, where this Ordinance imposes greater restrictions, the provisions of this Ordinance shall prevail. All other Ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.

Article 19 Ordinance Repealed

Any previous Cook County Ordinance for the regulation of signs is hereby repealed.

Article 20 Adoption

The Cook County Sign Ordinance is hereby adopted by the Cook County Board of Commissioners on this xx day of mm 2016.

Heidi Doo-Kirk, Chairperson, Cook County Board of Commissioners

ATTEST:

Braidy Powers, Cook County Auditor

EFFECTIVE DATE: _____

**Cook County
Request for Time**

e-mail form

5.A.

Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) Assessor Search Committee	b. Requested Date: 7/19/2016	c. Amount of time with Board 5 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: Assessor	b. Department Head:	c. Dept been contacted?	
4.	a. Has the Board addressed this before? YES	b. If so, When? 7/12/2016	c. What was the result?	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approve the search committee for the next county assessor comprised of; Jeff Cadwell, Judy Hill, Tim Nelson and Garry Gamble			
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). Application deadline for the Assessor position is August 15th.			
8.	How will this request affect the County Budget?			
9.	Have funds been budgeted/allocated for this request?			
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.):			

COUNTY STAFF INFORMATION

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

Cook County
Request for Time
Before the Board of Commissioners

e-mail form

5.B.

1.	a. Topic or Issue: (As should be listed on agenda) Assistant Highway Engineer	b. Requested Date: 7/19/2016	c. Amount of time with Board 10 minutes	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Jeff Cadwell	b. Phone: 387-3687	c. Email: jeff.cadwell@co.cook.mn.us	
3.	a. Departments affected: Highway	b. Department Head: Dave Betts	c. Dept been contacted?	
4.	a. Has the Board addressed this before?	b. If so, When?	c. What was the result?	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approve the reclassification of the Assistant Engineer position from C52-2 to D61-2			
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). We have tired several times to fill the vacant position and have not been able to recruit any qualified applicants. We have revised the job description to reflect the nature of the work that we need from a candidate in this position.			
8.	How will this request affect the County Budget?			
9.	Have funds been budgeted/allocated for this request?			
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.):			

COUNTY STAFF INFORMATION

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

JOB DESCRIPTION

BAND| GRADE| SUBGRADE|

D61-2

JOB TITLE: Assistant County Engineer

DEPARTMENT: Highway Department

TITLE OF IMMEDIATE SUPERVISOR: County Highway Engineer

JOB SUMMARY: Assists County Highway Engineer in the operations of the Highway Department Engineering Division and supervises Engineering staff. Manages highway improvement projects including preparation of project memoranda, designs, plans, specifications, and estimates. Assists in project planning and scoping.

<u>TASK</u>	<u>DESCRIPTION</u>	<u>FREQUENCY</u>	<u>BAND</u>	<u>GRADE</u>
1.	Performs and provides support and continuity in the design of culverts, grading and base, and bituminous projects to include design calculations, drafting plans and developing construction cost estimates. Prepares construction specifications and special provisions for contract bidding documents, certification of reports, plans, and specifications, as required.	30% D		C
2.	Supervises Engineering Division staff. Participates in the hiring and training of Division employees. Coordinates activities, assigns work, and oversees the progress of staff involved in surveys, design, materials analysis, and inspection of highway construction projects. Assists staff regarding computer aided design and other computer applications. Mentors design staff. Oversees Engineering Division operations and performs other duties as needed during County Engineer's absence. Oversees other County Highway Department staff and projects as may be required or assigned in short term absences.	30% D		C
3.	Prepares project documentations and correspondence and generates work certificates and payment vouchers. Monitors and periodically assists in field inspection activities to ensure contract progress and compliance with specifications and special provisions.	20% W		C
4.	Computes areas, drafts legal descriptions, prepares deeds and negotiates land acquisitions for highway right-of-way purposes.	5% Q		C
5.	Prepares needs studies and updates annual status reports	10% M		D

	for MN/DOT State Aid purposes. Prepares environmental impact statements, project reports, DNR permits, and other documents as needed. Meets with citizens and community groups regarding road construction issues and Highway Dept. plans and projects. Attends local, regional, and state meetings as a representative of the Cook County Highway Department. Attends other meetings, conferences, seminars, and trainings as required.		
6.	Assists with short and long term planning. Assesses, prioritizes and reviews road construction needs with County Engineer. Works with County Engineer and Maintenance Supervisor regarding long-term planning and goals for department. Researches and makes recommendations regarding capital purchases. Provides input and oversight regarding budget for Engineering Division.	5% M	C

APPROVED ON BEHALF OF JOB EVALUATION COMMITTEE: _____

APPROVED BY COOK COUNTY BOARD OF COMMISSIONERS: _____

QUALIFICATIONS: Specific training or job experience before appointment:

Required: Graduate of 4-year, ABET accredited Civil Engineering program. Minimum five (5) years' experience in roadway design and inspection. Currently licensed Professional Civil Engineer with the ability to obtain a Minnesota license within six (6) months of hire. Possession of a valid driver's license. Ability to communicate effectively in oral and written fashion. Knowledge of Microsoft Office and design software. Ability to maintain effective working relationships with supervisor, peers, subordinates, elected officials, and the general public. Physical ability to work in an office environment and in the field.

Additional Preferred: Current MN P.E. licensure. Knowledge of Auto CAD and Civil 3D software. Knowledge of MN State Aid, DNR, BWSR, and U.S. Corp of Engineers' processes and rules. Knowledge of county government and operations. Prior project management experience.

APPROVED ON BEHALF OF JOB EVALUATION COMMITTEE: ~~4/19/11~~

4/19/11

APPROVED BY COOK COUNTY BOARD OF COMMISSIONERS: 4/26/2011

QUALIFICATIONS: Specific training or job experience before appointment:

Required: Graduate of 4-year, ABET accredited Civil Engineering program. Minimum ~~four (4)~~ five (5) years' experience in roadway design and inspection. Currently licensed Professional Civil Engineer with the Ability to obtain a MN Professional Engineer (P.E.) Minnesota license within six (6) months of hire. Possession of a valid driver's license. Ability to communicate effectively in oral and written fashion. Knowledge of Microsoft Office and design software. Ability to maintain effective working relationships with supervisor, peers, subordinates, elected officials, and the general public. Physical ability to work in an office environment and in the field.

Additional Preferred: Current MN P.E. licensure. Knowledge of Auto CAD and Civil 3D software. Knowledge of MN State Aid, DNR, BWSR, and U.S. Corp of Engineers' processes and rules. Knowledge of county government and operations. Prior project management experience.

**Cook County
Request for Time**

e-mail form

5.C.

Before the Board of Commissioners

1.	a. Topic or Issue: (As should be listed on agenda) Administrator Update	b. Requested Date: 7/19/2016	c. Amount of time with Board 10 minutes	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Jeff Cadwell	b. Phone: 387-3687	c. Email: jeff.cadwell@co.cook.mn.us	
3.	a. Departments affected:	b. Department Head:	c. Dept been contacted?	
4.	a. Has the Board addressed this before?	b. If so, When?	c. What was the result?	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Update on items in the Administrator Office including: Classification/Compensation Study Staffing/current openings Options for Scenic Byway Grant			
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider).			
8.	How will this request affect the County Budget?			
9.	Have funds been budgeted/allocated for this request?			
10.	If funds have been budget or allocated, please give details (i.e., levy, grants, general fund, department budget, or some combination; fully budgeted or partially budgeted; etc.):			

COUNTY STAFF INFORMATION

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

COOK COUNTY LODGING TAX AS OF 5/31/16

T.B.

<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	\$ 1,070,050.40	\$ 267,938.84
CHANGE	-8.3%	8.6%	6.9%	5.8%	5.5%	1.2%	8.8%	-75.0%
LODGING SALES:	25,047,854	27,196,589	29,063,940	30,700,037	32,378,676	32,772,011	35,668,347	8,931,295
			6.9%	4.9%	5.2%	1.2%	8.8%	-75.0%

Y-T-D- 5/31

COUNTY- WIDE	\$ 198,544.92	\$ 199,566.64	\$ 219,424.51	\$ 218,272.82	\$ 246,486.60	\$ 240,645.42	\$ 255,602.25	\$ 287,938.84
CHANGE		0.5%	10.0%	-0.5%	12.9%	-2.4%	6.2%	4.8%
YEAR-TO-DATE APPLES TO APPLES COMPARISON - County Wide							8.2%	9.3%

Lutsen-Tofte Tourism Association

	38	41	44	45	45	45	32	71
<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	44,038.42
FEBRUARY	36,419.09	36,275.46	40,322.78	37,424.71	44,597.15	39,212.64	41,742.29	47,247.13
MARCH	33,786.62	36,229.02	43,098.83	40,341.39	52,625.69	52,317.18	46,567.70	48,762.39
APRIL	13,424.39	13,486.25	15,122.63	15,898.48	17,453.62	20,661.33	18,461.16	19,106.20
MAY	20,718.47	23,123.74	24,668.31	27,644.14	29,047.71	28,497.81	33,412.90	32,196.44
JUNE	36,659.35	38,342.94	43,649.82	50,655.08	52,544.88	53,741.88	59,074.37	
JULY	61,857.99	76,532.97	85,215.76	87,790.96	87,821.16	93,881.13	103,805.09	
AUGUST	78,930.61	88,831.81	92,204.51	97,516.67	102,487.98	108,375.73	111,105.06	
SEPTEMBER	57,343.84	62,675.00	72,081.04	73,676.22	72,393.02	75,238.63	85,175.77	
OCTOBER	45,195.49	53,718.52	54,326.13	53,541.80	58,702.72	62,284.15	69,513.40	
NOVEMBER	15,663.15	17,906.29	20,252.72	22,494.97	22,615.96	22,259.26	23,159.68	
DECEMBER	34,185.29	40,966.43	41,222.08	46,240.48	44,452.04	43,064.41	43,021.23	
TOTAL	\$ 475,359.17	\$ 525,206.18	\$ 572,359.20	\$ 589,848.39	\$ 626,701.21	\$ 641,460.07	\$ 681,241.65	\$ 191,350.58
Jan - May Comp	-16.3%	0.5%	11.7%	-3.4%	17.6%	-1.7%	2.1%	2.7%
YEAR-TO-DATE APPLES TO APPLES COMPARISON							5.2%	5.5%

Grand Marais Area Tourism Assn.

	39	41	44	45	45	45	25	44
<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	8,777.11
FEBRUARY	6,475.30	6,576.12	6,881.67	7,317.32	7,796.38	6,256.26	8,453.95	10,481.04
MARCH	6,383.77	6,186.76	6,251.59	7,416.76	7,585.73	6,786.36	8,148.52	9,520.85
APRIL	3,979.32	4,683.75	4,420.98	5,339.86	5,065.87	4,876.63	6,456.72	6,811.62
MAY	11,041.90	10,973.92	10,141.22	12,015.75	11,752.69	12,285.32	16,120.49	17,075.49
JUNE	21,524.03	20,848.91	20,807.22	24,229.61	26,548.19	26,387.14	30,682.04	
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	\$ 52,666.11
Jan - May Comp	-4.7%	-0.5%	-2.1%	12.6%	2.8%	-6.2%	29.2%	13.1%
YEAR-TO-DATE APPLES TO APPLES COMPARISON							22.2%	23.4%

Gunflint Trail Tourism Association

	26	28	28	29	27	27	15	18
<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	4,923.35
JUNE	9,643.43	10,994.16	11,687.84	13,243.17	13,845.21	14,314.46	14,768.44	
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	\$ 23,922.15
Jan - May Comp	-17.9%	2.6%	17.6%	0.6%	-2.5%	-1.7%	3.0%	5.7%
YEAR-TO-DATE APPLES TO APPLES COMPARISON							2.7%	15.0%



7.C.

NOTIFICATION

ARROWHEAD REGIONAL CORRECTIONS

BOARD MEETING

July 8, 2016

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

The Board of Arrowhead Regional Corrections will convene:

Location: NORTHEAST REGIONAL CORRECTIONS CENTER
IN SAGINAW, MINNESOTA

Date: Friday, the 15th day of July 2016, at 10:00 a.m.

Respectfully,

KAY AROLA
Executive Director

By: Julie Petrus
Administrative Assistant



Arrowhead Regional Corrections

Date: July 8, 2016

To: A.R.C. Board Members
Media

From: Kay Arola
Executive Director

Re: Arrowhead Regional Corrections Board Meeting

The next Arrowhead Regional Corrections Board meeting will be held on Friday, July 15, 2016 at 10:00 a.m. at the Northeast Regional Corrections Center in Saginaw, Minnesota.

Thank you.

KA:jp

Kay Arola
Executive Director
100 N. 5th Ave. W., Rm 319
Duluth, MN 55802-1202
(218) 726-2640
arolak@stlouiscountymn.gov

Wally Kostich
Chief Probation Officer
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Becky Pogatchnik
Superintendent
Arrowhead Juvenile Center
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Phill Greer
Superintendent
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Julle Peters
Administrative Assistant
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ARROWHEAD REGIONAL CORRECTIONS BOARD AGENDA

July 15, 2016 at 10:00 a.m. at the Northeast Regional Corrections Center

School Building

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

CONSENT AGENDA

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

	<u>Page #'s</u>
4. • Minutes of June 17, 2016	1-5
5. • Finance Subcommittee Minutes of July 13, 2016	
6. • Financial Statement, Payroll & Bills	6-7
7. • Sixth Judicial District Contract – Carlton Drug Court [2016-21]	8-9

REGULAR AGENDA

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

- | | |
|--|-------|
| <ol style="list-style-type: none"> 1. Court & Field Services
~Monthly Report
~Statistics | 10-16 |
| <ol style="list-style-type: none"> 2. Northeast Regional Corrections Center
~Monthly Report
~Statistics | |
| <ol style="list-style-type: none"> 3. Arrowhead Juvenile Center
~Monthly Report
~Statistics | 17-19 |
| <ol style="list-style-type: none"> 4. Arrowhead Regional Corrections
~Finance Subcommittee Update
~2017 Preliminary Budget
~St. Louis County Capital Improvement Bonding Update | |
| <ol style="list-style-type: none"> 5. Other Business | |
| <ol style="list-style-type: none"> 6. Adjourn | |

ARROWHEAD REGIONAL CORRECTIONS
EXECUTIVE BOARD MINUTES

June 17, 2016

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

Board members absent: Stauber.

Others present: Kay Arola, Kevin Gray, Phill Greer, Kelly Hartlieb, Marcus Karki, Wally Kostich, Mike LeBeau, Laura Malwitz, Jim Nephew, Julie Peters, and Becky Pogatchnik.

I. CALL TO ORDER

Board Chair Commissioner Dick Brenner called the meeting of the Arrowhead Regional Corrections Board to order on June 17, 2016 at 10:01 a.m. at the Northeast Regional Corrections Center in Saginaw, Minnesota.

II. APPROVAL OF AGENDA

MOTION: By Commissioner Jewell to approve the agenda as amended. The motion was seconded by Commissioner Goutermont and unanimously approved.

III. OPEN COMMENTARY

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

IV. CONSENT AGENDA

MOTION: By Commissioner Bodie to approve the consent agenda as presented. The motion was seconded by Commissioner Gamble and unanimously approved.

Minutes of May 20, 2016	
Financial Statement, Payroll & Bills	
Ninth Judicial District Substance Abuse Court	[2016-19]
Finance Subcommittee Recommendations	[2016-20]

V. REGULAR AGENDA

CR – Building Performance Specialists Presentation

Kay Arola introduced Laura Malwitz and Mike LeBeau with CR-Building Performance Specialists who a contract was established with to assess the facility needs at AJC. We had a superintendent and a building maintenance worker retire within a short period of time and wanted to find out what the life of the building and systems are and what needs to be addressed. St. Louis County Property Management has been using this company for several years. Laura stated they start with a thorough analysis of the facility and look at all systems of the building and document that based on life cycles of systems. They look at what the building is doing from an energy standpoint and what are the next 30-40 years going to look like.

Kay reported she left St. Paul a few weeks ago and she believes there is almost no chance of getting the \$2.85 million in bonding that we had requested for NERCC. We will have to prioritize those projects. The Finance Subcommittee came up with the capital improvement project fund at \$400,000 in the 2017 budget, and utilizing half of that toward a bond payment.

Marcus Karki stated a 15 year bond at 3% came to roughly \$2.4 million and \$200,000 could be set aside every year for the principal and interest. Kay stated ARC has never bonded as an agency and the discussion has always been to go in with another ARC county. Kevin Gray, St. Louis County Administrator, stated St. Louis County is currently looking at bonding in August and the St. Louis County Board will be voting on this on July 5th. He suggested that if ARC wanted to participate in this bonding cycle that he would assist with whatever the will of the ARC Board is. St. Louis County needs a 5/7ths vote for the sale with the bonds to be issued on August 25th. Commissioner Nelson spoke in favor of jump starting this bonding project.

MOTION: By Commissioner Pavleck that the Arrowhead Regional Corrections Board accepts the recommendation of the Finance Subcommittee to establish a \$400,000.00 Capital Improvements Projects fund with the bond payment out of that fund not to exceed \$200,000.00. The motion was seconded by Commissioner Jewell and unanimously approved.

This discussion will continue at the Finance Subcommittee meeting to be set before the July Board meeting and Kay will prioritize the list of projects for discussion at this meeting.

Northeast Regional Corrections Center

1. Monthly Report

Painting and carpeting were recently completed in the school conference room and also in other areas in the main building. Phill was recently contacted by the Arrowhead Health Alliance to provide software and equipment at NERCC to do video teleconferencing for mental health services. NERCC is currently using Bridgit Meeting software for these telemedicine services. It was suggested that we advise the court of our intent. The agency is also willing to allow us to use it for Team 25 assessments at

the St. Louis County Jail. NERCC recently received an anonymous lead that a firearm was in close proximity and threatened to shoot the place up. He thanked law enforcement, NERCC staff, and Wally for sending probation officers, to search the NERCC grounds. A firearm was not found but some nuisance contraband was. Phill handed out copies of the first issue of the NERCC Newsletter called the NERCC Narrator which will be published every couple of months.

2. Processing Facility Update

Phill Greer reported on the Processing Facility. They had hoped to have it out for bids and breaking ground by now. The delay was in insuring they had the right specifications for the building and the equipment. The plan is to have the bids go out the first of July. This means the bid awards won't happen until after the July 15th Board meeting but this could occur sometime before the August 19th Board meeting. Phill asked if a special board meeting to award the bids was something the board was interested in doing and they were agreeable to this.

3. Statistics

Phill stated their population is currently at 101 with four admissions planned for the day. Last month they had 51 intakes and 62 releases with their average daily population at 110, which is 77% of capacity. 78% of those admissions were for felonies.

Arrowhead Juvenile Center

1. Monthly Report

Becky Pogatchnik stated their new building maintenance worker is now on board. They will have a Wisconsin DOC inspection in a couple of weeks.

2. Statistics

Becky reported their numbers have been up and they continued in May. They had 70 residents in May with the male programs full and the female numbers down. They have a couple of difficult cases and a high profile case.

Court & Field Services

1. Monthly Report

Wally Kostich reported we are waiting for our last new hire to arrive on June 27th. He is optimistic that we will then be at full staff. They have had some challenging days also. There have been some horrific offenses and staff have been doing a really nice job in working with these cases.

2. Statistics

Wally stated the monthly statistics by county were in the Board packet and if they had any questions to let him know.

Arrowhead Regional Corrections

1. 2017 Demographic Average

Kay reported the 2017 demographic average report that was handed out utilized the same five factors to arrive at the general demographic average. The demographic averages for AJC and NERCC were changed from a two year average usage of bed days to a three year average usage of bed days.

2. Other

Kay stated she received a letter from the Aitkin County Board extending their most sincere gratitude for the ARC Board's efforts to help Aitkin County remain a Community Corrections Act county.

Kay reported that at the recent ARC Spring Conference the employee recognition awards were given and requested the Board Chair be authorized to sign letters of recognition on behalf of the Board. These employees are:

- Individual Excellence in Court & Field Services – Polly Johnston (Probation Officer in Hibbing).
- Individual Excellence at the Northeast Regional Corrections Center – Shari Krizek (Program Facilitator).
- Individual Excellence at the Arrowhead Juvenile Center – Jerome Strother (Shift Coordinator).
- Group Excellence – Range Mental Health Team – Jena Lamppa & Kelli Horvath (Probation Officers in Virginia & Hibbing).
- Director's Special Recognition Award – Matt Oman (Work Crew Facilitator in Duluth).
- Director's Special Recognition Award – Mark Carlson (Work Crew Facilitator on the Range).
- Committee's Choice – the cast of Chosen 2.

MOTION: By Commissioner Bodie to authorize the Board Chair to sign letters of recognition on behalf of the Board to these employees for the excellent service they provide. The motion was seconded by Commissioner Goutermont and unanimously approved.

VII. ADJOURN

There being no further business to come before the Executive Board the meeting was adjourned at 11:57 a.m.

MOTION: By Commissioner Bodie to adjourn the meeting. The motion was seconded by Commissioner Gamble and unanimously approved.

Board Chair Signature

Date

Board Clerk Signature

Date

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

	<u>CURRENT BUDGET</u>	<u>YTD ACTUAL</u>	<u>BALANCE</u>	<u>YTD PERCENTAGE</u>
926 Arrowhead Regional Corrections				
Admin Misc	\$ 226,285.61	\$ 110,358.53	\$ 115,927.08	48.77
AJC Child Nutrition	\$ 51,272.00	\$ 20,648.27	\$ 30,623.73	40.27
AJC Misc	\$ 129,641.00	\$ 129,492.05	\$ 148.95	99.89
AJC Per Diem	\$ 20,000.00	\$ 19,138.00	\$ 862.00	95.69
Carlton County	\$ 1,555,989.00	\$ 907,660.26	\$ 648,328.75	58.33
Cook County	\$ 288,092.00	\$ 144,046.02	\$ 144,045.98	50.00
Court & Field Probation Fees	\$ 600,000.00	\$ 350,271.43	\$ 249,728.57	58.38
Education Funds	\$ 282,976.57	\$ 49,708.18	\$ 233,268.39	17.57
Grants	\$ 2,908,253.32	\$ 646,590.32	\$ 2,261,663.00	22.23
Koochiching County	\$ 435,863.00	\$ 217,931.52	\$ 217,931.48	50.00
Lake County	\$ 445,240.00	\$ 222,619.98	\$ 222,620.02	50.00
Miscellaneous	\$ 19,000.00	\$ 10,741.92	\$ 8,258.08	56.54
NERCC Farm	\$ 70,000.00	\$ 28,592.59	\$ 41,407.41	40.85
NERCC Misc	\$ 84,000.00	\$ 24,233.97	\$ 59,766.03	28.85
NERCC Timber	\$ 10,000.00	\$ 4,231.68	\$ 5,768.32	42.32
PERA Aid	\$ 50,000.00	\$ -	\$ 50,000.00	0.00
St. Louis County	\$ 13,023,234.00	\$ 6,511,617.00	\$ 6,511,617.00	50.00
State of Minnesota	\$ 5,853,740.00	\$ 2,439,057.50	\$ 3,414,682.50	41.67
	<u>\$ 28,053,586.50</u>	<u>\$ 11,836,939.21</u>	<u>\$ 14,216,647.29</u>	
927 ARC Capital Projects Fund				
Miscellaneous	\$ 1,188,317.50	\$ 9,251.98	\$ 1,179,065.52	0.78
	<u>\$ 1,188,317.50</u>	<u>\$ 9,251.98</u>	<u>\$ 1,179,065.52</u>	
Grand Total:	<u><u>\$ 27,241,904.00</u></u>	<u><u>\$ 11,846,191.19</u></u>	<u><u>\$ 15,395,712.81</u></u>	

Total Obligations for Month \$ 1,982,738.16

Total Obligations YTD \$ 11,311,985.55

Cash Balance YTD \$ 3,208,844.22

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

		<u>CURRENT BUDGET</u>	<u>YTD ACTUAL</u>	<u>BALANCE</u>	<u>YTD PERCENTAGE</u>
925	Arrowhead Regional Corrections				
925001	Admin Support Services	1,452,327.39	889,282.72	563,044.67	61.23
925999	Grants	232,505.00	94,217.57	138,287.43	40.52
926001	Research/Evaluation	287,767.36	107,860.72	179,906.64	37.48
927001	Staff Development	143,235.00	75,955.56	67,279.44	53.03
929001	Chaplaincy Services	27,000.00	13,234.50	13,765.50	49.02
930001	Women Offenders Program	209,700.00	83,684.61	126,015.39	39.91
932001	Court & Field Administration	8,762,327.08	3,925,979.18	4,836,347.90	44.81
932999	Court & Field Grants	2,715,111.42	739,549.52	1,975,561.90	27.24
934001	SLC Data Processing Charges	424,255.21	212,127.60	212,127.61	50.00
936001	Short-term Consequences	189,953.79	95,865.98	94,087.83	50.47
937001	Sentence to Service	181,000.00	121,218.21	59,781.79	66.97
939001	ARC Probation Fees Pd by Users	171,191.81	49,661.97	121,529.84	29.01
940001	Admin N.R.C. Center	6,061,620.56	2,534,844.76	3,526,775.80	41.82
940002	Resident Canteen Fund NERCC	8,000.00	3,420.56	4,579.44	42.76
940999	NERCC Grants	74,999.98	16,666.68	58,333.30	22.22
942001	Special Education	235,288.56	112,727.13	122,561.43	47.91
943001	Basic Education	171,202.73	60,624.29	110,578.44	35.41
944001	Vocational Education	53,774.91	29,931.94	23,842.97	55.66
945001	Arrowhead Juvenile Center	4,098,684.11	1,951,938.13	2,146,745.98	47.62
945002	Resident Canteen Fd AJC	2,000.00	80.33	1,919.67	4.02
945999	AJC Grants	103,925.02	31,445.82	72,479.20	30.26
		\$ 25,605,869.93	\$ 11,150,317.76	\$ 14,455,552.17	
927	ARC Capital Projects Fund				
927201	Administration - Cap Imp	177,164.21	-	177,164.21	-
927301	AJC - Cap Imp	50,000.00	-	50,000.00	-
927401	C&F - Cap Imp	10,000.00	-	10,000.00	-
927504	NERCC - Cap Imp	100,000.00	6,950.00	93,050.00	6.95
927599	NERCC - Cap Imp Grants	1,188,317.50	51,981.04	1,136,336.46	4.37
927701	AJC - Cap Equip	283,500.00	-	283,500.00	-
927801	C&F - Cap Equip	82,459.00	29,926.81	52,532.19	36.29
927901	NERCC - Cap Equip	207,000.00	72,809.94	134,190.06	35.17
		\$ 2,098,440.71	\$ 161,667.79	\$ 1,936,772.92	
	Grand Total:	\$ 27,704,310.64	\$ 11,311,985.55	\$ 16,392,325.09	

Use of Fund Balance YTD \$ 462,406.64



Arrowhead Regional Corrections

Prepared on: 07/08/16
Department Name: Administration
Agenda Date: 07/15/16
Placement: Administration
Continued Item: No
If Yes, date from: x
Number: 2016-21

TO: Executive Board Members

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

SUBJECT: Sixth Judicial District Contract Amendment for Carlton County Drug Court

Recommendation(s):

The Executive Board authorize the Board Chair to sign a contract amendment with the Sixth Judicial District accepting a grant award of \$35,000.00 for a 1.0 FTE probation officer assigned to the Carlton County Drug Court. The remaining \$47,502 in costs for this position will be paid by Carlton County. This program will run from 7/1/16 through 6/30/17 at a cost not to exceed \$82,502.00.

Alignment with Board Strategic Plan:

Community safety and monitoring public-private partnerships and contracts to provide services consistent with evidence based practices.

Executive Summary and Discussion:

On June 26, 2014 the Sixth Judicial District received confirmation that they are able to fund half the cost, \$40,000.00, of a 1.0 FTE Probation Officer position in Carlton County contingent on Carlton County being able to fund the other half. On July 8, 2014 the Carlton County Board approved funding half of the 1.0 FTE probation officer position for the Carlton County Drug Court at an amount not to exceed \$40,000.00.

On July 15, 2015 the Sixth Judicial District provided confirmation that they are able to fund a portion of the cost, \$35,000.00, of a 1.0 FTE Probation Officer position in Carlton County and Carlton County confirmed that they are able to fund the remaining cost, \$47,556.00, of the 1.0 FTE Probation Officer position in Carlton County for the Carlton Drug Court.

On August 21, 2015 the ARC Board authorized entering into an agreement with the Sixth Judicial District to fund a portion of the cost for the 1.0 FTE Probation Officer position assigned to the Carlton County Drug Court.

On June 16, 2016 the Sixth Judicial District provided confirmation that they are able to fund a portion of the cost, \$35,000.00, of a 1.0 FTE Probation Officer position in Carlton County and Carlton County confirmed that they are able to fund the remaining cost, \$47,502.00, of the 1.0 FTE Probation Officer position in Carlton County for the Carlton Drug Court.

Mandates and Service Levels:

This will allow for specialized probation case management and supervision services for the Carlton County Drug Court.

Fiscal and Facilities Impacts:

The Sixth Judicial District will provide \$35,000.00 for this position and Carlton County will provide \$47,502.00 for this position. At such time as the funding may end the associated position would be eliminated. The funding string is 925-932999-545109-93226-99999999-2016 (Carlton County) and 925-932999-551220-93226-99999999-2016 (Sixth Judicial District).

BY COMMISSIONER:

WHEREAS, On June 26, 2014 the Sixth Judicial District received confirmation that they are able to fund half the cost, \$40,000.00, of a 1.0 FTE Probation Officer position in Carlton County contingent on Carlton County being able to fund the other half. On July 8, 2014 the Carlton County Board approved funding half of the 1.0 FTE probation officer position for the Carlton County Drug Court at an amount not to exceed \$40,000.00.

WHEREAS, On July 15, 2015 the Sixth Judicial District provided confirmation that they are able to fund a portion of the cost, \$35,000.00, of a 1.0 FTE Probation Officer position in Carlton County and Carlton County confirmed that they are able to fund the remaining cost, \$47,556.00, of the 1.0 FTE Probation Officer position in Carlton County for the Carlton Drug Court.

WHEREAS, On August 21, 2015 the ARC Board authorized entering into an agreement with the Sixth Judicial District to fund a portion of the cost for the 1.0 FTE Probation Officer position assigned to the Carlton County Drug Court.

WHEREAS, On June 16, 2016 the Sixth Judicial District provided confirmation that they are able to fund a portion of the cost, \$35,000.00, of a 1.0 FTE Probation Officer position in Carlton County and Carlton County confirmed that they are able to fund the remaining cost, \$47,502.00, of the 1.0 FTE Probation Officer position in Carlton County for the Carlton Drug Court.

NOW THEREFORE BE IT RESOLVED, The Executive Board authorizes the Board Chair to sign a contract amendment with the Sixth Judicial District accepting a grant award of \$35,000.00 for a 1.0 FTE probation officer assigned to the Carlton County Drug Court. The remaining \$47,502 in costs for this position will be paid by Carlton County. This program will run from 7/1/16 through 6/30/17 at a cost not to exceed \$82,502.00.

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

07/01/2016

Active Client Breakdown by Age*

Adult	657
Juvenile	21
Total	678

Active Client Breakdown by Gender*

Female	157
Male	521
Total	678

Active Client Breakdown by Offense*

Felony	521
Misdemeanor	59
Gross Misdemeanor	97
Unknown	1
Total	678

Active Client Breakdown by Race*

American Indian or Alaskan Native	209
Asian or Pacific Islander	4
Black	27
Unknown	2
White	436
Total	678

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

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

07/01/2016

Active Client Breakdown by Age*

Adult	101
Juvenile	7
Total	108

Active Client Breakdown by Gender*

Female	21
Male	87
Total	108

Active Client Breakdown by Offense*

Felony	60
Gross Misdemeanor	35
Misdemeanor	13
Total	108

Active Client Breakdown by Race*

American Indian or Alaskan Native	26
White	82
Total	108

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

Probation and Supervised Release Summary
ARC - Koochiching Probation

07/01/2016

Active Client Breakdown by Age*

Adult	355
Juvenile	43
Total	398

Active Client Breakdown by Gender*

Female	79
Male	319
Total	398

Active Client Breakdown by Offense*

Misdemeanor	35
Petty Misdemeanor	4
Unknown	8
Gross Misdemeanor	114
Felony	237
Total	398

Active Client Breakdown by Race*

American Indian or Alaskan Native	49
Asian or Pacific Islander	2
Black	11
Unknown	1
White	335
Total	398

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

Probation and Supervised Release Summary
ARC - Lake County Probation

07/01/2016

Active Client Breakdown by Age*

Adult	172
Juvenile	7
Total	179

Active Client Breakdown by Gender*

Female	39
Male	140
Total	179

Active Client Breakdown by Offense*

Felony	104
Misdemeanor	15
Gross Misdemeanor	58
Petty Misdemeanor	2
Total	179

Active Client Breakdown by Race*

American Indian or Alaskan Native	5
Black	4
Unknown	1
White	169
Total	179

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

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

07/01/2016

Active Client Breakdown by Age*

Adult	2319
Juvenile	97
Total	2416

Active Client Breakdown by Gender*

Female	564
Male	1852
Total	2416

Active Client Breakdown by Offense*

Gross Misdemeanor	474
Unknown	8
Misdemeanor	214
Petty Misdemeanor	5
Felony	1715
Total	2416

Active Client Breakdown by Race*

American Indian or Alaskan Native	297
Asian or Pacific Islander	10
Black	393
Unknown	3
White	1713
Total	2416

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

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

07/01/2016

Active Client Breakdown by Age*

Adult	693
Juvenile	39
Total	732

Active Client Breakdown by Gender*

Female	176
Male	556
Total	732

Active Client Breakdown by Offense*

Felony	507
Gross Misdemeanor	135
Unknown	1
Misdemeanor	87
Petty Misdemeanor	2
Total	732

Active Client Breakdown by Race*

American Indian or Alaskan Native	32
Asian or Pacific Islander	3
Black	46
White	651
Total	732

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

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

07/01/2016

Active Client Breakdown by Age*

Adult	934
Juvenile	49
Total	983

Active Client Breakdown by Gender*

Female	242
Male	741
Total	983

Active Client Breakdown by Offense*

Misdemeanor	173
Petty Misdemeanor	4
Unknown	1
Gross Misdemeanor	192
Felony	613
Total	983

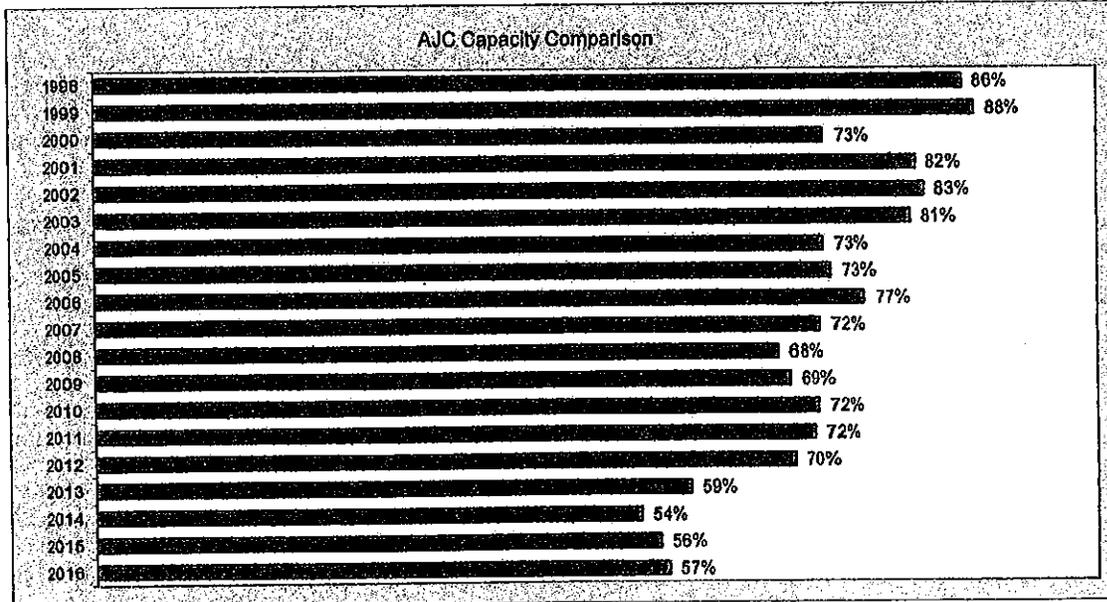
Active Client Breakdown by Race*

American Indian or Alaskan Native	101
Asian or Pacific Islander	1
Black	43
Unknown	2
White	836
Total	983

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

AJC Capacity Comparison
Data collected from 1998 to 2016

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



AJC Capacity Comparison
Data collected from 1988 to 2016

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

AJC Detention Capacity Comparison (Male 20 Beds - Female 4 Beds)																			
Percentage per Month/Year	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
January	106%	77%	71%	66%	110%	84%	95%	64%	87%	59%	61%	67%	48%	65%	46%	52%	49%	49%	33%
February	93%	102%	70%	76%	108%	70%	98%	71%	82%	60%	63%	53%	69%	79%	41%	55%	35%	50%	22%
March	89%	101%	78%	81%	110%	83%	82%	70%	76%	79%	81%	68%	44%	59%	46%	56%	43%	50%	33%
April	67%	109%	67%	88%	99%	94%	71%	89%	88%	87%	75%	85%	49%	58%	45%	55%	46%	35%	46%
May	89%	108%	100%	97%	82%	98%	66%	75%	97%	85%	58%	56%	60%	80%	49%	50%	40%	31%	48%
June	86%	109%	92%	84%	80%	72%	70%	74%	100%	78%	56%	44%	92%	76%	57%	43%	34%	40%	50%
July	94%	97%	96%	94%	80%	82%	63%	64%	83%	87%	58%	65%	73%	52%	53%	45%	37%	59%	0%
August	114%	100%	60%	83%	86%	53%	52%	69%	74%	82%	67%	64%	65%	68%	49%	46%	35%	47%	0%
September	113%	103%	73%	101%	92%	52%	69%	62%	60%	63%	55%	67%	69%	70%	51%	41%	34%	49%	0%
October	112%	92%	82%	108%	102%	68%	70%	76%	86%	69%	57%	60%	51%	41%	75%	29%	59%	47%	0%
November	102%	95%	89%	101%	96%	84%	40%	89%	76%	45%	72%	52%	60%	49%	71%	50%	44%	33%	0%
December	75%	94%	74%	97%	67%	74%	52%	89%	46%	44%	59%	48%	44%	37%	43%	47%	45%	40%	0%
M/F Average	88%	90%	79%	80%	93%	75%	69%	74%	80%	76%	65%	61%	60%	61%	52%	47%	42%	44%	39%

AJC Treatment Capacity (24 Beds)	
1998	78%
1999	77%
2000	66%
2001	74%
2002	73%
2003	86%
2004	76%
2005	72%
2006	74%
2007	75%
2008	72%
2009	77%
2010	83%
2011	81%
2012	85%
2013	70%
2014	68%
2015	68%
2016	73%

AJC Detention Capacity (24 Beds)	
1998	96%
1999	98%
2000	79%
2001	80%
2002	83%
2003	76%
2004	68%
2005	74%
2006	80%
2007	70%
2008	64%
2009	61%
2010	60%
2011	61%
2012	52%
2013	47%
2014	42%
2015	44%
2016	39%

**Arrowhead Juvenile Center
June 2016 Statistics**

Residents Served	
Detention	41
Treatment	26
Kenwood	13
Lakeside	4
Hillside	2
Short Term - Kitchen	7
Total	67
Days of Care	
Detention	383
Treatment	491
Kenwood	315
Lakeside	103
Hillside	38
Short Term – Kitchen	35
Total	874
Average Length of Stay	
Detention	9.34 Days
Treatment	
Kenwood	24.23 Days
Lakeside	25.75 Days
Hillside	19 Days
Short Term – Kitchen	5 Days

7.D.

**COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY
MEETING AGENDA
JULY 12, 2016, 4:00 PM, GRAND MARAIS CITY HALL**

4:00 PM

Call to order

- A. Public Comments
- B. Adjustments to and Approval of Agenda
- C. Approval June 14, 2016 Minutes (action)

4:10 PM

New Business

- A. Linda Kratt, Visit Cook County – Golf Course Marketing and Business Directory for Cook County
- B. 2017 Budget Planning and Request to Cook County (action)
- C. Groundbreaking at Cedar Grove

4:45 PM

Financials

- A. Golf Course Financials (motion to accept)
- B. EDA Financials (motion to accept)

5:00 PM

Old Business

- A. Housing Committee Update
- B. Red Pine Realty Contract Update
- C. Assisted Living RFP Update
- D. Grand Marais Board Member Vacancy
- E. Lake Superior/Poplar River Water District Update

5:25 PM

Other

- A. SBDC Director's Report (attached)
- B. Other Business
- C. Adjourn

Cook County-Grand Marais Economic Development Authority

June 14, 2016 – Grand Marais City Hall

Present: Board members Howard Hedstrom, Heidi Doo-Kirk, Hal Greenwood, Carol Mork, Anton Moody, Scott Harrison; EDA Director Mary Somnis, Chamber Director Jim Boyd; Chamber Legislative Specialist Judy Erickson; Jack McHugh, Rhonda Silence

Meeting called to order at 4:04 p.m. by EDA President Howard Hedstrom.

Public Comment - None

Agenda reviewed. *Motion by Scott Harrison, second by Carol Mork to approve agenda. Motion carried, all ayes.*

Minutes of April 12, 2016 meeting reviewed. *Motion to approve by Hal Greenwood, second by Carol Mork. Motion carried, all ayes.*

New Business

EDA director welcome

Howard Hedstrom welcomed new EDA director Mary Somnis.

Red Pine Realty contract renewal

Jack McHugh of Red Pine Realty presented a new contract for realtor services for the Cedar Grove Business Park.. The board and McHugh briefly discussed strategies to sell lots. The board agreed to establish a committee to work with McHugh to consider lot prices and to develop a plan to sell lots. Anton Moody said he had to recuse himself because he was considering the purchase of a lot. Committee members will be Scott Harrison, Heidi Doo-Kirk and Director Mary Somnis.

Motion by Hal Greenwood, second by Anton Moody, to renew the contract with Jack McHugh of Red Pine Realty. Motion carried, all ayes.

Legislative update – Judy Erickson

Erickson attended the EDA meeting to give an update on Cook County issues at the Capitol. Erickson said she represents the Cook County Chamber, the Gitchi Gami Trail and other entities at the legislature.

Housing Committee update – Grand Marais

Cliff Knettel of One Roof Housing gave a presentation to the EDA board about the Grand Marais workforce housing project. Director Somnis said he had given the same presentation to the Grand Marais City Council and the response was positive. EDA board member Anton Moody, also a city councilor, said the city council understands that there will be an “ask,” some sort of financial or in-kind contribution. He said the city is supportive, but it does not have unlimited funds.

Knettel said the housing plan could result in seven homes and eventually three additional multi-family dwellings on West 2nd Street and 14th Avenue, west of the Homestead Housing Cooperative in Grand Marais. He said it is hoped that the closing date for the property would be November 15, 2016.

The first phase of seven single-family residential homes will have three available for people at 80 percent of the county’s median income (AMI) and four for families at 115 percent of the AMI. According to research done leading to the housing project, Cook County’s median income is approximately \$65,000. So, to be eligible for the 80 percent AMI home, a single person could earn up to \$36,000; two people, \$41,150; a family of four, \$51,400. Knettel explained the financial eligibility criteria.

The homes would be two-bedroom, one bath with walkout basements. Knettel said the plan is to have either wood grain or log exteriors for the homes.

He also explained the community land trust (CLT) model. Knettel said One Roof Housing has 284 units in Duluth and surrounding communities. He explained that the CLT allows qualified, income-eligible buyers to purchase high-quality homes at affordable prices. In exchange, Land Trust homeowners agree to pass on the affordable price to the next owners. Knettel said the resale price is determined by a formula that benefits the homeowner but also ensures future affordability.

In addition to overseeing the development of the project, Knettel said One Roof provides support to homeowners in need, helping with financial counseling, funds for emergency repairs, etc.

The board asked about construction and funding sources. Knettel gave estimated construction costs and potential funding sources for the project and said commitments have been made for \$75,000 from Northeast Minnesota Home; \$10,000 from NeighborWorks and \$7,500 from the Arrowhead Economic Opportunity Agency. Carol Mork asked who is pursuing these funding sources, and Knettel said his organization is working on that.

Housing Committee update – Lutsen

There was discussion of the property under consideration for another housing project in Lutsen, estimated at \$2.4 million. Arrowhead Electric purchased the property adjacent to its headquarters on April 5. The property is being surveyed and wetland delineation is being done. Talks have begun with Dynamic Homes to get prices. The EDA and One Roof Housing are seeking funding for this project as well.

Assisted Living Committee update

The Assisted Living Committee continues to fine-tune its RFP for an assisted living project, as directed at the April EDA meeting. Somnis distributed a draft RFP for the board to review. The EDA is seeking potential developer to build and manage an assisted living facility in Grand Marais. In a written report, Small Business Development Center Representative Pat Campanaro said the tentative timeline calls for responses to be received August 19.

Board member vacancy

The board still needs to appoint someone to fill the seat made vacant when Mark Sandbo moved away. He was the city's EDA board member. Director Somnis said one person had picked up an application but had not returned it. The board asked Somnis to act as the EDA's representative on the Lake Superior-Poplar River Water District's board of governors and on the Superior National at Lutsen board to fill Sandbo's position on those boards.

Lake Superior/Poplar River Water District update

Scott Harrison gave an update on the water pipeline from Lake Superior to Lutsen Mountains. He said the project has been flawed, but he believes things are back on track. He said the water district is no longer working with RJS Construction Company. Roen Salvage Company is now doing the work on the water inlet. He said the water district is very pleased with their work. They should be done by the end of June.

Harrison said there were some contentious and litigious issues that had to be resolved with RJS and he commended Water District Representative Tom Rider for his negotiations.

He said the Water District needs to raise another \$250,000 to finish the water treatment plant for drinking water.

Superior National at Lutsen

The EDA's Superior National at Lutsen (SNL) golf course is one of the entities that will receive water from the pipeline when it is completed. When it is available, the golf course will have 3,000 gallons per minute available, instead of 300 gallons per minute it gets now. Approval of the contract between the EDA/SNL and the Water District was on the agenda, but was put on hold until details are worked out.

Harrison said MidAmerica is back at work at the golf course, continuing work that was started last fall. He said there are 14 pieces of equipment and 15 people at work on the project. He said they are making good headway. It is anticipated that in early July the first 3 holes will be seeded and all holes seeded before fall.

Finances

Superior National at Lutsen and EDA finances for May 2016 were reviewed and discussed.

Motion by Hal Greenwood, second by Anton Moody, to accept the Superior National at Lutsen and EDA financial reports for May 2016. Motion carried, all ayes.

Invoices were reviewed. *Motion by Carol Mork, second by Hal Greenwood to pay invoices, motion carried all ayes.*

Monthly Reports

Small Business Development Center

SBDC Representative Campanaro gave a written report on her activities for April/May. She said she counseled 32 clients spending a total of 134.25 hours with them. She also lent pro bono services to Cooperation Station Daycare which is undergoing significant financial strain and experiencing a crisis in finding qualified childcare help. This impacts the economy as parents are unable to work if they cannot find daycare.

EDA Director

Director Somnis followed up on the board motion to become an underwriter at WTIP. She said for \$850 the EDA gets two announcements per week. She submitted copy to the radio station for those spots.

She also said there is an opportunity to work with Visit Cook County on a marketing piece. Jim Boyd of the Chamber said the brochure is Visit Cook County's "lure piece." The message would be "Stay here and live where you play." Boyd said the cost would be \$1,500 for the back cover, but he said he could talk to Visit Cook County Director Linda Kratt to see how the EDA could be included.

Somnis also said the EDA needs to update its webpage. Howard Hedstrom said she needs to contact Two Dogs in the Web to find out how to get that done.

Somnis asked for authorization to join two organizations that would give economic networking opportunities, the Iron Range Economic Alliance and the Economic Development Association of Minnesota.

Motion by Heidi Doo-Kirk, second by Carol Mork to authorize membership in the Iron Range Economic Alliance at an expense of \$50/year. Motion carried, all ayes.

Motion by Heidi Doo-Kirk, second by Carol Mork to authorize membership in the Economic Development Association of Minnesota at an expense of \$30/year. Motion carried, all ayes.

Other matters

Hal Greenwood invited everyone to attend a reception at his home for MN Representative Rob Ecklund (District 3A) on Tuesday, June 21.

Motion to adjourn at 5:30 p.m.

Respectfully submitted by

Rhonda Silence

Minutes & More

*****To be approved at July 12, 2016 EDA meeting *****

**Director's Report
July 12, 2016**

2017 Budget Planning and Request to Cook County

See attached letter and calendar from Braidy Powers.

Groundbreaking at Cedar Grove

I have had conversations via phone and email with Nadder Samari. He has agreed to join the EDA and others in a groundbreaking celebration when his project moves forward. He is making progress with design work and storm water plans.

Housing Committee Update

Both projects were presented to Grand Marais City Council and Cook County Board.

Red Pine Realty Contract Update

Contract extension was not signed. Upon further discussion with Jack McHugh, it was agreed to not extend the contract at this time.

Assisted Living RFP Update

The RFP was sent to 15 potential developers (11 emails and 4 post office mail). Two have replied that they are not interested – one is not doing smaller markets and the other is not interested outside of their current market. Seven confirmed by email that they received the RFP. Have not heard from two that were emailed or the four that were sent via post office.

Received one question regarding the protection of proprietary information; preparing reply to be shared with all prospective developers. Letters of intent to bid due July 29, proposals due Aug 31, intended developer selection October 28.

Grand Marais Board Member Vacancy

No applications have been submitted as of July 5, 2016.

Other

- Met with Two Dogs in the Web; expecting quotes for updates to current website or create brand new
- Met with Jeanne Larson for an update on the Tofte housing project
- Connected broadband commission with Whitney Ridlon, IRRRB
- Switched the phone service to Arrowhead Electric to save money
- Printed letterhead, envelopes and business cards at Northern Wilds



Cook County Auditor-Treasurer

COURT HOUSE • 411 West 2nd St. • GRAND MARAIS, MINNESOTA 55804-2307 • (218) 387-3640 • FAX (218) 387-3043

Braidy Powers
(218) 387-3646
braldy.powers@co.cook.mn.us

Scott Harrison, Treasurer
Cook County/Grand Marais Joint EDA

Mr. Harrison,

The Cook County Board of Commissioners is in the process of preparing the 2017 budget. One of the County's core values is to provide quality and responsive public services in a cost-effective manner. That can only happen with the commitment of entities such as yours. Part of that commitment can be met by striving to budget conservatively based on the best information available.

As you formulate your 2017 request, keep in mind there is no assurance the County will be able to fund your entity to the same level as past years. To help the County's decisions in allocating resources please provide the following:

- narrative that justifies the County's continued support of your entity.
- complete financial statements, including at a minimum, your most recent annual profit and loss statement and your most recent balance sheet. Be sure to include any reserved or restricted funds held by your entity.

Please submit your requests to this office by **July 22, 2016, or as soon as possible after that date.**

The Board has not set dates for public hearings yet. We'll notify you as soon as we know the dates.

Please send your budget information to Braidy Powers in the Auditor's Office.

If you have any questions regarding the 2017 budget process please call me at:

- Braidy Powers at 387-3646

Sincerely,

Braidy Powers
Cook County Auditor-Treasurer

BUDGET CALENDAR 2017

June 14	Board discusses the 2017 preliminary budget goals and directives for County Departments and sets budget hearing dates.
June 14	Board discusses the 2017 budget goals and directives for Non-Mandated/discretionary Entities and sets budget hearing dates.
June 15 - 17	Auditor distributes budget materials to department heads: Capital Request form, Personnel Change form, Budget Worksheet. Notify Non-Mandated/Discretionary of directives.
June 15 – July 8	Administrator and Auditor discuss goals and directives with departments.
July 8	Distribute 2016 six month Budget Report updates to Departments.
July 22	Deadline for Department and Non-Mandated/Discretionary requests.
July 23	Assemble Non-Mandated/Discretionary requests. Assemble all other requests and prepare budget manual for County Board.
August 1	Budget Updates for County Board begin.
August 26	Auditor notifies City, Towns, School, STDs of statutory budget deadlines. Deadline for Fire Department requests.
September	Follow-up meetings regarding budget requests as needed.
September 27	FINAL REGULAR BOARD MEETING TO ADOPT 2017 PROPOSED COUNTY BUDGET AND LEVY. Board announces the time and place of the regularly scheduled meeting (TNT) at which the budget and levy will be discussed and at which the public will be allowed to speak (TNT). The meeting must be held after Nov. 23 and not before 6 pm.
September 30	STATUTORY DEADLINE TO SET LEVY & REPORT MAX SPECIAL LEVIES TO DOR.
September 30	Deadline for School District to submit Proposed Levy.
October 2	Deadline for the Auditor to submit the Proposed Levy Survey for all taxing districts to the Department of Revenue.
November 10	Post Proposed County Budgets to Web site.
November 21	Auditor's "Truth in Taxation Notice to Taxpayers" mailed, MS 275.065.
December 1	Tuesday: PUBLIC MEETING AT WHICH THE PUBLIC IS ALLOWED TO SPEAK REGARDING THE 2017 PROPOSED COUNTY BUDGET AND LEVY. 6:00 P.M.
December 13	Last day for Highway Dept. to notify Auditor of Subordinate Service District Assessments. Last day for a city or town to certify special assessments to the county auditor.
December 20	TARGET DATE FOR FINAL COUNTY BUDGET AND LEVY TO BE ADOPTED.
December 28	Deadline for School, County, City and Special Taxing Districts to certify their final adopted payable property tax levy to the County Auditor.

SBDC June 2016 Report

In June I was out for two weeks, between training and vacation. I billed 46 hours in client sessions and 13 hours attending training at the KEP conference in Duluth, for a total of 59 hours. I saw 18 clients in 29 different sessions.

The KEP training was beneficial and I was able to network with peers from across Minnesota. I am attaching the conference schedule for your reading pleasure.

One of the sessions I attended, *Consulting on the Edge, a new business model for social entrepreneurs*, was particularly relevant. In June I also partnered with Cook County Higher Ed to submit a Social Enterprise Initiative Grant to the Northland Foundation. This grant initiative is aimed at supporting entrepreneurial strategies to reduce poverty and together we outlined a program that can enhance the services Higher Ed and the SBDC already provides to appeal to those who have "walked out" (not dropped out) of other educational settings that failed to meet their needs. Exciting stuff, I will keep you posted!

Office Outpost:

As a member of the Cook County Broadband Commission I have also worked hard with the team repurposing the old visitors center into a co-working facility for residents and visitors. It is a business center with 11 workstations, a conference room that will hold eight people, a professional printer, and a coffee bar and a private room for video conferencing.

The center would be open seven days a week 24 hours a day, with access coming through your smartphone. You can go to www.officeoutpost.space and choose from a variety of pricing plans, from hourly to monthly.

Other committee members are Bob Pranis, Mimi Gentz, Woody Gilk, Paula Sundet Wolf and Yvonne Caruthers.

The first year we will collect data and see if there is a real business here. If there is, maybe someone in the private sector will want to buy the equipment and run it. I feel this is the perfect location, right across from the co-op, a short walk to the lake, and it's centrally located.

Office space has become challenging. I float between the conference room in city hall, the council chambers and Office Outpost. The best way to reach me is via email, text or phone. (If the dusty gold Nissan Murano is out front I am somewhere!)

As always feel free to call or email me with any questions, and keep those referrals coming!



Knowledge Exchange Program

June 13 – 14, 2016

University of Minnesota Duluth

Welcome to the 2016 MnSBDC Knowledge Exchange Program (KEP) and thank you for joining your colleagues from around the State for this event. This two day conference is designed to provide professional development opportunities for SBDC consultants and staff and to facilitate knowledge sharing with one another.

Conference Schedule

Monday, June 13

10:00 am Networking, Check-in

10:30 am Welcome

11:00 am - 4:30 pm Sessions

Topics: Opening Key Note speaker, Generational Differences and Entrepreneurship, The Seven Stages of Growth, Succession Planning, and Planning and Executing a Successful Local Business Conference.

5:00 pm Event Networking Event (separate registration for this event)

Tuesday, June 14

8:00 am Networking

8:30 am - 3:00 pm Sessions

Topics: Small Business Tool Kit, Payment Fraud, DEED Funding Sources, and Consulting on the Edge: a new business model for social entrepreneurs.



Knowledge Exchange Program

June 13 – 14, 2011

University of Minnesota Duluth

Monday, June 13, 2016

10:00 Check-in and Networking

10:30 Welcome

11:00 Opening Session

Commons

Partnering with Minnesota's Initiative Foundations

Presenter: Tony Sertich, President, Northland Foundation

Tony Sertich, President of Northland Foundation since January 2015, is a lifelong Minnesotan whose roots run four generations deep on the Iron Range. He served as commissioner of the Iron Range Resources and Rehabilitation Board from 2011 – 2014. Prior to that, Sertich spent a decade representing District 5B in the Minnesota House of Representatives (2001 to 2011). In 2007 at the age of 30, he became the youngest House Majority Leader in state history.



12:00 Lunch in the Commons

12:45 Lunch time announcement

Commons

Announcement of MnSBDC 2016 State Star

Presenter: Bruce Strong, MnSBDC State Director

The MnSBDC State Star is an exemplary performer who makes a significant contribution to their regional and state SBDC program and shows a strong commitment to the community.



Knowledge Exchange Program

June 13 – 14, 2016

University of Minnesota Dufuth

Tuesday, June 14, 2016 (continued)

1:15 Break-out Sessions

Session A: Commons

Consulting on the Edge: a new business model for social entrepreneurs

Presenter: Katie Boone, Business Consultant, SC SBDC

This is a workshop designed to teach consultants to engage in both the business and social impact aspects of entrepreneurial exploration. Learn how to create a confidential learning space where your potential small business clients can explore their idea and business plan, assess their likelihood of success, and determine if social entrepreneurship is right for them.

Session B: Classroom

Applying to the MN Investment Fund (MIF) and operating MIF Revolving Loan Funds and an overview of other funding programs

Presenter: Jordan Zeller, Senior Loan Officer, MN DEED

This session provides training for local units of government, consultants and others on applying for loans from the MN Investment Funds – from application through awarding, disbursement and closeout. Also managing State and Federal MIF sourced RLFs to ensure you are in compliance with updated regulations including allowable uses. Jordan will also touch on the other 150+ local revolving loan funds in general to give a broad understanding of what else is available.

2:45 Break-out

7.E.

COOK COUNTY/GRAND MARAIS

SPECIAL EDA MEETING

Tuesday, July 26, 2016 – 1 to 3 p.m.

Cook County Commissioners Room

Joint workshop with the EDA Board, County Commissioners, and Grand Marais City Council to discuss matters of mutual concern. No official business will be conducted.

**Cook County
Request for Time**

e-mail form

Before the Board of Commissioners

S.A.

1.	a. Topic or Issue: (As should be listed on agenda) Airport Phase II Change Order	b. Requested Date: 7/19/16	c. Amount of time with Board 10 minutes	Consent Agenda <input type="checkbox"/>
2.	a. Person requesting/presenting Braidy Powers/Rod Roy	b. Phone:	c. Email:	
3.	a. Departments affected:	b. Department Head:	c. Dept been contacted?	
4.	a. Has the Board addressed this before?	b. If so, When?	c. What was the result?	
5.	Are there other individuals or departments that will be affected by this matter and if so, who? Have they been notified?			
6.	BOARD ACTION REQUESTED (detail what you seek from the board, including motion/vote): Approve a change order increase in the amount of \$227,158.80 for the airport extension grading phase II project consisting of the runway 9 approach surface obstruction clearing.			
7.	BACKGROUND AND JUSTIFICATION (please be clear and concise; this information will be communicated to the public; and please attach ANY relevant supporting documentation you wish the Board to consider). See attached change order describing the change, the engineer's estimate of the cost at \$273,000 and the specific quote for blasting the rock. RS&H has determined that the project is currently under budget by about \$250,000 so that the cost will not require an amendment for funding.			
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"/>

**COOK COUNTY – GRAND MARAIS AIRPORT
 CHANGE ORDER REQUEST NO. 1**

RS&H PROJECT Number: 214-5675-020

AIP GRANT NUMBER: 03-27-0036-15-15

PROJECT DESCRIPTION Runway 9-27 Extension Grading Phase 2 – Re-Bid

PREPARER: RS&H, INC.
 4525 Airport Approach Road
 Duluth, MN 55811

Change Order Number 1					
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
1	Mobilization/Blasting Permits	LS	\$ 9,950.00	1	\$ 9,950.00
2	Obstruction Clearing – Unclassified Material	CY	\$ 5.50	2120	\$11,660.00
3	Obstruction Clearing – Ledge Rock	CY	\$ 15.80	8480	\$ 134,068.80
4	Access Road	LS	\$ 5,500	1	\$ 5,500
5	Blasting Survey	LS	\$ 4,500	1	\$ 4,500
6	Rock Removal from Blasting Area	CY	\$ 7.25	8480	\$ 61,480.00
				TOTAL	\$ 227,158.80
These changes result in the following adjustment of the contract price:					
	Original Contract				\$ 2,597,777.50
	Updated Contract				\$ 2,824,936.30

Justification for Change Order No. 1

Change Order No. 1 consists of the Runway 9 approach surface obstruction clearing. Work includes the following:

- Removal of approximately 10,600 CY of material from the Runway 9 Approach Surface

During Phase I of the Runway 9/27 Extension Grading, obstruction clearing was completed to clear all trees from the Runway Protection Zone and Runway Obstacle Free Area. Following the project completion, an as-built survey was provided by the contractor in which the Runway 09 RPZ ground was also surveyed. As Phase II began, and all trees and snow were clear, RS&H and the Cook County - Grand Marais Airport concluded that the existing ground elevation in the RPZ penetrated the Runway 09 approach surface – these elevations were unforeseen site conditions following Phase I Clearing. The current contractor in Phase II completed an exploration dig in the penetrating area and found it to be consisting of both unclassified material and ledge rock that will need to be removed. A survey will be completed before the ledge rock removal begins to determine exact quantities.

This work scope is a necessity to allow for safe and FAA compliant aviation operations. The proposed change shall begin as soon as possible, and per the quote, will take 4-5 weeks to complete. This work will extend past the original contract period, however, it is not critical to the opening of Runway 9/27 as all work will take place outside of the Runway Safety Area and 20:1 Visual Approach Surface. The clearing will only adversely affect the use of the 34:1 approach surface which has not been built yet due to these obstructions.

A price analysis was submitted to the FAA prior to receiving the contractor's quote to complete the proposed obstruction clearing. To establish fair and equitable estimate prices for the extra work, the contractors original bid prices were used for both unclassified and rock excavation. RS&H recommends that the prior analysis of cost reasonableness be accepted.

The attached RFP, Independent cost estimate, and contractor quote will provide additional information to assist the FAA in their eligibility determination.

The negotiated cost for this Change Order is in the opinion of the Design Team, stands the test of "reasonableness of cost".

The above described changes are approved and accepted:

Dated: _____

RS&H, INC.

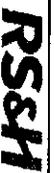
Dated: _____

KGM

Dated: _____

COOK COUNTY

LOCATION: Grand Marais - Cook County Airport
 CMC Runway Extension Phase 2
 Grand Marais, Minnesota



PROJECT DESCRIPTION:
 Runway 9-27 Extension and Widening - Phase 2 - Rebid - Change Order #1

PREPARED BY:
 AGS
 7/8/2016

Progress Submittal: Bid Document Engineer's Estimate of Probable Construction Cost

ITEM NO.	ITEM REF.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	RECORD QUANTITY	UNIT PRICE	AMOUNT
1	GP-105	MOBILIZATION	LSUM	1.0		\$5,000.00	\$5,000.00
2	P-152-4.1	UNCLASSIFIED EXCAVATION (CY)	CY	2,000.0		\$5.00	\$10,000.00
3	P-152-4.2 B	ROCK EXCAVATION (BOULDERS 2.0 CY OR LARGER) (CY)	CY	8,800.0		\$30.00	\$264,000.00
Total Construction Cost							\$279,000.00



9211 HWY 53
Angora, MN 55703

Phone: (218) 666-5698
Fax: (218) 666 5708
www.kgmcontractors.com

Cook County Airport
Phase 2 Extension Grading Project
Project # 214-5675-018

Re: RFP 003 Response

Andrew,

KGM will move the 10600cy of material out of the obstruction clear zone per RFP 003 at the following prices:

KGM has assumed a ratio of 80% rock to 20% common excavation however actual quantities will be surveyed by KGM and submitted to RS&H and computed and compared by both parties.

Subcontractor Work (includes KGM Markup of 15% for Specialty Sub):

Mobilization of the Drilling and blasting subcontractor: (includes KGM's specialty Sub markup of 15%)	1 LS	-	\$ 8,550.00
Blasting Plan/permits/inspections/pre blast notifications: (includes KGM's specialty Sub markup of 15%)	1 LS	-	\$ 1,400.00
Drill and Blast Rock (based on KGM Surveyed Quantity): (includes KGM's specialty Sub markup of 15%)	8480cy @ \$15.81/cy	=	\$134,068.80

KGM Work:

KGM to build access for drilling subcontractor:	1 LS	-	\$ 5,500.00
KGM to move Common Excavation and clean off Rock for Survey	2120cy @ \$5.50/cy	=	\$ 11,660.00
KGM to survey before Com. Ex & Rock Ex and Final & Comp Quantity	1 LS	-	\$ 4,500.00
KGM to Rock removal (rock to be moved with dozers only within 300')	8480cy @ \$7.25/cy	=	\$ 61,480.00
Grand Total RFP #3			\$227,158.80

Total KGM Labor Cost	-	\$27,000.00
Total KGM Equipment Cost	-	\$56,500.00
Total Subcontractor Cost	-	\$125,000.00
Total Prime Markup Cost	-	\$18,750.00

KGM would need approximately 4-5 weeks to complete this RFP.

The award of this work needs be done as soon as possible to not prolong the blasting schedule as the blasting schedule is very subject to the actual award date and start date plus which blasting company can arrive and complete the project the earliest. Once and award is made to KGM, KGM will determine which blasting company will complete the work.

I have attached one of the blasting quotes however both prices are very comparable so the actual blasting company may not be the same as the attached quote.

If you have any questions please let me know.

Sincerely,

Project Manager
KGM Contractors, Inc.

SX BLASTING, INC.

N59 W14601 BOBOLINK AVE.
MENOMONEE FALLS, WI 53051-5990
CELL 414-235-0898. FAX 262-252-3406.



Quotation

Date: July 11, 2016
Quotation #: 1
Customer ID:

Budget Quote:
General Contractors

Project:
Grand Marais Airport
Grand Marais, MN.

General Contractor is to supply: Line And Grade, Traffic Control, Access,
Any Dewatering, Setting Blasting Mats if Needed, And Support For Hand Drilling If Needed

Description	AMOUNT
Drill and Blast for the estimated 8,360 cubic yards for Site Rock at \$13.75 per cy	\$114,950.00
Pre blast Notifications, Inspections, permits, and Blast Plan for this project is lump sum	\$1,200.00
Mobilization	\$7,450.00
Blasting Mats if Required	\$6,500.00
This Quote is for 6 X 6 Pattern for the Mass Rock.	
TOTAL	\$ 130,100.00

If you have any questions concerning this quotation, contact Dick Boening
at 414-235-0898 or Email dboening@sxblasting.com

THANK YOU FOR YOUR BUSINESS!!