



Cook County & Grand Marais Economic Development Authority

Tuesday, December 19, 2023 – 4:00 PM

Cook County Courthouse - Commissioner's Room

411 W 2nd Street

Grand Marais, MN 55604

AGENDA

1. Call to Order

2. Public to Address the Commission

3. Approval of Agenda

4. Public Hearings

2023-21 RESOLUTION ADOPTING POLICY AND CRITERIA FOR AWARDING BUSINESS SUBSIDIES IN COMPLIANCE WITH THE REQUIREMENTS OF THE MINNESOTA BUSINESS SUBSIDY ACT ([pages 11-17](#))

2023-22 RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY TO THE HOUSING AND REDEVELOPMENT AUTHORITY OF COOK COUNTY FOR DEVELOPMENT OF RESIDENTIAL HOUSING ([pages 18-26](#))

2023-23 RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY TO THE CITY OF GRAND MARAIS MINNESOTA FOR DEVELOPMENT OF AN ANIMAL SHELTER ([pages 27-35](#))

5. Approval of Meeting Minutes

- a. November 21, 2023 Regular Meeting ([pages 1-4](#))

6. Review of Financials

- a. EDA November Financials (accept and forward to audit) ([pages 5-8](#))
- b. EDA November Payments (motion to approve) ([pages 9-10](#))
- c. Superior National at Lutsen Golf Course November (accept and forward to audit) ([pages 11-15](#))

7. New Business

- a. Resolutions for Approval

2023-21 RESOLUTION ADOPTING POLICY AND CRITERIA FOR AWARDING BUSINESS SUBSIDIES IN COMPLIANCE WITH THE REQUIREMENTS OF THE MINNESOTA BUSINESS SUBSIDY ACT ([pages 16-22](#))

2023-22 RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY TO THE HOUSING AND REDEVELOPMENT AUTHORITY OF COOK COUNTY FOR DEVELOPMENT OF RESIDENTIAL HOUSING ([pages 23-31](#))

2023-23 RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY TO THE CITY OF GRAND MARAIS MINNESOTA FOR DEVELOPMENT OF AN ANIMAL SHELTER ([pages 32-40](#))

2023-24 RESOLUTION AUTHORIZING AN AGREEMENT WITH MIKE LARSON TO PROVIDE PROFESSIONAL SERVICES FOR THE COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY IN AN AMOUNT NOT TO EXCEED \$18,000 FOR MANAGEMENT OVERSIGHT AT SUPERIOR NATIONAL AT LUTSEN GOLF COURSE ([pages 41-51](#))

2023-25 RESOLUTION AUTHORIZING AN AGREEMENT WITH MIKE LARSON TO PROVIDE PROFESSIONAL SERVICES FOR THE COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY IN AN AMOUNT NOT TO EXCEED \$12,000 FOR THE PURPOSE OF DRAFTING A STRATEGIC REPORT FOR SUPERIOR NATIONAL AT LUTSEN GOLF COURSE (pages 52-62)

2023-26 RESOLUTION AUTHORIZING A CONSULTING AGREEMENT WITH NORTHLAND FOUNDATION FOR SMALL BUSINESS CONSULTING FOR A TOTAL AMOUNT NOT TO EXCEED \$49,980 (pages 63-66)

2023-27 RESOLUTION AUTHORIZING A FIRST AMENDMENT TO THE 2023 EMPLOYMENT AGREEMENT WITH AARON DAVIES RELATED TO GOLF COURSE SUPERINTENDENT DUTIES (pages 67-69)

2023-28 RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENTS WITH HEATH EKSTROM AND AARON DAVIES FOR SERVICES AT SUPERIOR NATIONAL AT LUTSEN GOLF COURSE IN 2024 (pages 70-82)

- b. Approval of annual bonus compensation Superior National at Lutsen

8. Other/Old Business

- a. Executive Director Updates
 - i. Board 2023 Per Diem Payment
 - ii. Renewal of WTIP underwriting contract
 - iii. Transition plan Superior National at Lutsen
 - iv. ESST Superior National at Lutsen Staff
- b. SBDC Report (page 83)
 - i. Coopetition Presentation Slides (pages 84-88)

9. Committee Reports

10. Commissioner Items

11. Adjourn

Next Meeting: January 16, 2023 at 4:00 p.m. Cook County Courthouse – Commissioner’s Room.

**MEETING OF THE
COOK COUNTY AND GRAND MARAIS JOINT ECONOMIC
DEVELOPMENT AUTHORITY**

TUESDAY, NOVEMBER 21, 2023 – 4:00 PM

Cook County Courthouse, Commissioners Room

411 W Second St., Grand Marais, MN

MINUTES

Present: Steve Surbaugh, Howard Hedstrom, Mary Somnis, Myron Bursheim, Mark Shackleton, Dave Mills, Tracy Benson

Absent: None

Others Present: Theresa Bajda, Stacey Hawkins, Linda Jurek, Maggie Barnard

1. Call to Order

The November 21, 2023 regular meeting of the EDA was called to order by President Surbaugh at 4:00 p.m.

2. Public to Address the Commission

President Surbaugh asked several times if there were any comments from public attendees. No comments.

Somnis requested the minutes reflect her appointment to the EDA Board by the Cook County Board.

3. Approval of Agenda

Surbaugh called for agenda additions and if there are none, motion to approve the agenda as presented. No additions.

Vote to approve November 21, 2023 Agenda (Somnis/Bursheim) Vote: Passed (7/0)

4. Public Hearings

No public hearings are scheduled.

5. Approval of Meeting Minutes

a. October 17, 2023 Regular Meeting (pages 1-4)

No discussion.

Vote to approve October 17, 2023 Regular Meeting Minutes: (Hedstrom/Mills) Vote: Passed (7/0)

6. Approval of Financials

a. EDA October Financials (pages 5-9)

Shackleton made a request to make the \$150,000 loan payment from Superior National to the EDA. Noted the expense of \$26,000 for a 2022 road assessment that was not deducted in 2022 and will be expended in 2023.

Board members and Chair accept and forward to audit.

b. Superior National at Lutsen Golf Course October (pages 10-14)

Shackleton noted that on October 31st, the amount of \$100,000 payable to the EDA in 2022 was an accounting error and has been corrected by the County Auditor.

Hedstrom raised question related to fixed assets on the balance sheet and lack of annual depreciation.

Shackleton confirmed the auditor is aware and updating for yearly depreciation, was not reflected with change of staff and bookkeeper. Noted a revenue increase of 25.4% in 2023 for Superior National at Lutsen, with roughly 10% of this attributed to increased golf and cart fees.

Board members and Chair accept and forward to audit.

c. EDA October Payments (page 9)

Hedstrom questioned why rent is only \$4,000 year to date.

Shackleton confirmed this is offset by the HRA before vacating office space.

Vote to approve October EDA payments. (Hedstrom/Shackleton) Vote: Passed (7/0)

7. New Business

a. Resolutions for Approval

2023-18: RESOLUTION AUTHORIZING THE COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY TO FORGIVE TACONITE AREA BUSINESS RELIEF LOAN PROGRAM DEBT OWED BY BUSINESS ENTITIES AS DEFINED HEREIN (pages 15-16)

Surbaugh recused himself from discussion and vote as a business owner loan recipient.

Bajda summarized that the EDA approved awards for Taconite Area Business Relief (TABR) loans in April 2021 to Cook County businesses negatively impacted by the pandemic. Mentioned that the promissory notes would assess loan forgiveness after the equivalent of eight loan payments were made.

Somnis reported that in the promissory notes, businesses were to submit quarterly financial statements to the EDA to communicate stable operations. Recommended additional whereas statement in resolution that reflects waiving this requirement.

Vote to approve waiver of quarterly financial statement submission for TABR loan forgiveness. (Somnis/Shackleton) (6/0) (1). Surbaugh abstained.

Vote to approve resolution 2023-18 (Bursheim/Shackleton) Vote: Passed (6/0) (1). Surbaugh abstained.

2023-19: RESOLUTION AUTHORIZING AN AMENDMENT TO THE TACONITE AREA BUSINESS RELIEF LOAN PROGRAM PROMISSORY NOTE BETWEEN THE COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY AND TERI CHILEFONE (page 17-19)

Bajda stated this loan was for Lutzen Mountainside Lodge but since the business has sold, the promissory note amendment reflects removal of the forgiveness clause.

Vote to approve resolution 2023-19 (Shackleton/Mills) Vote: Passed (7/0)

2023-20: RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH HUNTER MACLAURIN FOR NORTHWOODS CHILDCARE STARTUP COSTS FOR A TOTAL AMOUNT NOT TO EXCEED \$5,000 (pages 20-26)

Bajda stated that in July 2022 the EDA board approved a grant award to Hunter MacLaurin dependent on receiving necessary state licensure for childcare facility.

Somnis stated her lack of support is not related to the grantee or project, rather pre-payment of a grant versus structuring it as reimbursement. Summarized previous experience as government employee and importance of not setting a precedent that loan or grant prepayments are available.

Vote to approve resolution 2023-20. (Hedstrom/Shackleton) Vote: Passed (6/1) Hedstrom, Shackleton, Benson, Mills, Bursheim, Surbaugh yes votes. Record Somnis no vote as based on risk of setting precedent.

b. Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Cedar Grove Business Park

Bajda noted that a public hearing is required to approve these and today's discussion is to answer questions and get board approval to pursue the amendment and required signature from current property owners at Cedar Grove. The amendment will remove the two lots rezoned to residential and allow future conveyance to the HRA while also simplifying declaration language to follow current City of Grand Marais zoning ordinance.

Vote to approve pursuing amendment and lot owner signature. (Shackleton/Somnis) Vote: Passed (7/0)

c. 30-day due diligence extension, Cascade Rentals, Lots 2 and 3, Block 4 Cedar Grove Business Park

Vote to approve 30-day due diligence extension. (Bursheim/Shackleton) Vote: Passed (6/0) 1 abstained. Surbaugh abstained as an owner of named business.

d. Policy and Criteria for Business Subsidy, Application Form

Bajda noted a public hearing is required to adopt this policy and criteria and only looking for approval from the board of the application form and required deposit from applicants of \$2,500.

Vote to approve the application form and request of \$2,500 deposit from business entity pursuing public subsidy through the EDA. (Hedstrom/Shackleton). Vote: Passed (7/0).

8. Other/Old Business

a. Executive Director Report

- **Conflict of Interest Policy and Questionnaire**

Bajda requested board members fill out and return so fresh copy on hand and can be tracked for annual renewal.

- **Increase to bookkeeping service fee**

Bajda provided recommendation that Board approve increase to monthly bookkeeping service fee from \$200/month to \$300/month to account for work hours and requested schedule change to allow financials to be available earlier in month in coordination with EDA meetings. **Vote to increase bookkeeping service fee from \$200/mo. to \$300/mo.** (Shackleton/Bursheim) Vote: Passed (7/0)

- **Earned Sick and Safe Time Update**

Bajda stated that beginning January 1st, employers must offer employees working 80 hours or more a year with sick and safe time. Indicated she recommended language to amend Executive Director contract to personnel committee and thus recommends to Board amending language effective January 1st that 80 hours of earned sick and safe time be provided with no payout or balance rollover at year end. **Vote to approve changes as recommended by Bajda to be in effect January 1st, 2024.** (Somnis/Shackleton) Vote: Passed (7/0)

- **Downtown Commercial Redevelopment Project Update**

Bajda stated continuing to work with Developer and review their proforma to determine if financing gap exists and what support might be possible in that event to support development downtown. Will keep Board updated as things progress.

- **Live Stream EDA Meetings**

Bajda reported on the progress of finding a way to live stream EDA meetings. The cost is \$1,150 for the purchase of a video & audio recording Owl from Jeremy Ridlbauer. Meetings can be viewed on a YouTube channel which will require

a subscription. **Vote to approve purchase an owl for \$1,150 and approve Jeremy to install and attend meeting to oversee operation and purchase subscription to YouTube channel.** (Bursheim/Shackleton) Vote: Passed (7/0)

- **Approve Executive Director as Signatory on EDA Grand Marais Bank Accounts.**

Vote to approve Bajda to be a signatory on EDA accounts at Grand Marais State Bank, amended to include account at North Shore Federal Credit Union. (Mills/Somnis). Vote: Passed (7/0)

b. SBDC Report (page 27)

Report submitted by Pat Campanaro reviewed. Surbaugh expressed the board's gratitude for Pat's work in her interim EDA Director role and for her dedicated work on Empty Bowls.

9. Committee Reports

Hedstrom gave an update on Birch Bark building and The Heights construction.

Somnis suggested EDA Board members should recuse themselves from updates for projects personally involved with and request another investment member to provide report or any updates to Board.

10. Commissioner Items

Somnis suggested the Board explore opportunities for the EDA to work with private group like Northeast Service Cooperative to provide payroll and benefits services for both Executive Director and the three year-round golf course employees. Indicated this could eliminate County's involvement with EDA Directors payroll.

Surbaugh requested Somnis explore options and costs of this proposed change.

11. Adjourn

President Surbaugh adjourned the November 21, 2023 meeting at 5:19 p.m.

Next Meeting: December 19, 2023 at 4:00 p.m. Cook County Courthouse – Commissioner's Room.

Respectfully submitted by minute taker Maggie Barnard.

Cook County/Grand Marais Economic Development Authority

Balance Sheet

As of November 30, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
GMSB Checking Account	47,890.08
GMSB Money Market	318,103.65
NSFCU 5162030 Checking	56,402.71
NSFCU Money Market (87)	0.00
NSFCU Patronage	2.16
NSFCU Savings	10.19
Total Bank Accounts	\$422,408.79
Accounts Receivable	
Accounts Receivable	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
Due from Lutsen Recreation	15,426.98
Due from SNL	150,000.00
Prepaid Rent	915.00
Taxes Receivable - current	25,973.70
Taxes Receivable - delinquent	3,322.00
Undeposited Funds	0.00
Total Other Current Assets	\$195,637.68
Total Current Assets	\$618,046.47
Fixed Assets	
Land Held for Resale	420,000.00
Total Fixed Assets	\$420,000.00
Other Assets	
Tac Area Bus Relief Note Rec	167,949.22
Total Other Assets	\$167,949.22
TOTAL ASSETS	\$1,205,995.69

Cook County/Grand Marais Economic Development Authority

Balance Sheet

As of November 30, 2023

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	22,886.50
Total Accounts Payable	\$22,886.50
Other Current Liabilities	
Contingent Liability	0.00
Deferred Revenue	0.00
Due to City of Grand Marais	420,000.00
Due to Cook County	0.00
Due to Workforce Recruitment	0.00
Salaries/Benefits	0.00
Total Other Current Liabilities	\$420,000.00
Total Current Liabilities	\$442,886.50
Long-Term Liabilities	
Unavailable Rev - Deferred Tax	3,322.00
Total Long-Term Liabilities	\$3,322.00
Total Liabilities	\$446,208.50
Equity	
Opening Bal Equity	156,870.58
Retained Earnings	637,641.89
Net Income	-34,725.28
Total Equity	\$759,787.19
TOTAL LIABILITIES AND EQUITY	\$1,205,995.69

Cook County/Grand Marais Economic Development Authority

Budget vs. Actuals: FY_2023 - FY23 P&L

January - November, 2023

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
Income			
EDA Levy			
Levy County - Operations	234,773.01	270,416.63	86.82 %
Levy County Cedar Grove Pass Thru	59,066.81		
Total EDA Levy	293,839.82	270,416.63	108.66 %
Grant Income			
IRRRB - Community Connections	50,000.00		
IRRRB Birch Bark Demolition Grant	46,300.00		
Misc Income	575.00		
Total Grant Income	96,875.00		
Interest Income	686.36		
Northland SBDC Income	38,688.75		
Rent Income	4,200.00		
Sale of Business Lots (deleted)	0.00		
Uncategorized Income	0.00		
Total Income	\$434,289.93	\$270,416.63	160.60 %
GROSS PROFIT	\$434,289.93	\$270,416.63	160.60 %
Expenses			
Dues/Memberships	6,075.00		
Melio Service Fees (deleted)	0.00		
Operating Expenses			
Advertising/Marketing/Website	4,870.70	3,208.37	151.81 %
Bank Charges	112.00	91.63	122.23 %
Melio Service Fees	16.50		
Total Bank Charges	128.50	91.63	140.24 %
Director Search Expense	925.26		
Insurance	2,303.00	3,666.63	62.81 %
Interest Expense	1,000.00		
Meeting Expenses & Per Diem	1,290.00	2,750.00	46.91 %
Office Expenses			
Equipment/Computers/Virtual	4,620.48	3,666.63	126.01 %
Supplies	1,062.60	916.63	115.92 %
Total Office Expenses	5,683.08	4,583.26	124.00 %
Rent Expense	12,013.90	13,750.00	87.37 %
Telephone	1,402.06	1,100.00	127.46 %
Total Operating Expenses	29,616.50	29,149.89	101.60 %
Professional Services			
Accounting Support	3,155.00	3,850.00	81.95 %
Legal		1,833.37	
SBDC Consultant Expense	31,100.00		
SBDC Expenses - Other	5,815.00		
State Audit	21,250.00	16,500.00	128.79 %

Cook County/Grand Marais Economic Development Authority

Budget vs. Actuals: FY_2023 - FY23 P&L

January - November, 2023

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
Total Professional Services	61,320.00	22,183.37	276.42 %
PROJECTS			
Business Development Program	36,965.95	100,833.37	36.66 %
Cedar Grove Business Park Pass Thru	82,648.52		
Property Tax	14,390.41		
Total Cedar Grove Business Park Pass Thru	97,038.93		
Housing Projects	100,000.00		
IRRRB - Community Connections	50,000.00		
IRRRB Birch Bark Demolition Grant	46,300.00		
Total PROJECTS	330,304.88	100,833.37	327.57 %
Staff Expenses			
Director Salary (w/ benefits)	40,978.66	82,500.00	49.67 %
Training/Travel/Mileage	720.17	3,666.63	19.64 %
Total Staff Expenses	41,698.83	86,166.63	48.39 %
Tax			
Payroll		32,083.37	
Total Tax		32,083.37	
Total Expenses	\$469,015.21	\$270,416.63	173.44 %
NET OPERATING INCOME	\$ -34,725.28	\$0.00	0.00%
NET INCOME	\$ -34,725.28	\$0.00	0.00%

Cook County/Grand Marais Economic Development Authority

Bill Approval Status

December 2023

BILL NUMBER	VENDOR NAME	BILL DATE	AMOUNT	PAID STATUS	APPROVAL STATUS	DUE DATE
3410404	Melio	12/01/2023	\$1.50	Paid	--	12/01/2023
59004	Twin City VoIP Inc	12/06/2023	\$47.18	Unpaid	--	12/16/2023
231103	Campanaro, Pat	12/06/2023	\$3,345.00	Paid	--	12/16/2023
564	Do North Marketing	12/06/2023	\$600.00	Paid	--	12/16/2023
2314	Maggie Barnard	12/06/2023	\$75.00	Paid	--	12/16/2023
218	Sarena Crowley	12/06/2023	\$300.00	Paid	--	12/16/2023
--	Sundew Technical Services	12/06/2023	\$223.77	Paid	--	12/16/2023
173	Drosera Holdings	12/06/2023	\$1,101.86	Paid	--	12/16/2023
40001657	League of MN Cities Insurance Trust	12/06/2023	\$3,058.00	Paid	--	12/16/2023

Vendor	Invoice #	Invoice Date	Amount	Description	Account Code
Visa Credit Card			\$77.89	Amazon order (manilla folders, toilet paper/paper towels, swiffer cleaning pads). Less 1st time purchase credit from visa.	Office Expenses - Supplies
Maggie Barnard	2314	11/27/2023	\$75.00	meeting minutes 11/21/2023 EDA meeting	Operating -Meeting Expenses
Pat Campanaro	231103	12/5/2023	\$3,345.00	SBDC hours November; reimbursed by Northland Foundation	Professional Services - SBDC consultant
Sarena Nelson DBA Bean Keeper Services	218	12/2/2023	\$300.00	book keeping	Professional Services - Book keeping
Drosera Holdings, LLC	173	12/1/2023	\$1,101.86	December rent and November utilities	Operating - Rent
Twin City VoIP Inc.	59004	12/1/2023	\$29.25	December IP hosted phone line in lieu of cell phone	Operating - Phone
Do North Marketing	564	11/10/2023	\$600.00	Website maintenance and updates August, September 2023	Operating - Advertising, Website, Marketing
Sundew Technical Services LLC	11634	11/15/2023	\$223.77	power adapter, two printer toner cartridge replacements	Office Expenses - Supplies
League of MN Cities Insurance Trust		11/27/2023	\$3,058.00	EDA insurance coverage 2024	Operating Expenses - Insurance Premium
TOTAL			\$8,810.77		

Superior National

Balance Sheet

As of November 30, 2023

	TOTAL	
	AS OF NOV 30, 2023	AS OF NOV 30, 2022 (PY)
ASSETS		
Current Assets		
Bank Accounts		
Cash on Hand	1,100.00	1,100.00
NSFCU Checking	0.00	
NSFCU Checking 5162029	120,857.76	211,515.70
NSFCU Money Market	411,427.67	258,625.43
NSFCU Patronage Rebate	1,021.15	810.48
NSFCU Savings	10.00	10.00
Total Bank Accounts	\$534,416.58	\$472,061.61
Accounts Receivable		
Accounts Receivable	0.00	0.00
Total Accounts Receivable	\$0.00	\$0.00
Other Current Assets	\$89,212.93	\$88,717.11
Total Current Assets	\$623,629.51	\$560,778.72
Fixed Assets		
Accumulated Depreciation	-5,816,115.49	-5,816,115.49
Building - Club House	352,788.97	352,788.97
Building - Maintenance	69,357.03	69,357.03
Capital Items	458,234.36	441,884.36
Club House Equipment	115,895.05	108,310.05
Golf Course Equipment	1,301,942.88	1,246,231.06
Golf Course Land	213,685.00	213,685.00
Land Improvements - 1st 18 Hole	2,458,064.00	2,458,064.00
Land Improvements - New Nine	1,966,820.63	1,966,820.63
Land Improvements 2013 - 2017	5,973,887.00	5,973,887.00
Total Fixed Assets	\$7,094,559.43	\$7,014,912.61
Other Assets		
Deferred Outflow - Pension	17,748.00	17,748.00
Total Other Assets	\$17,748.00	\$17,748.00
TOTAL ASSETS	\$7,735,936.94	\$7,593,439.33

Superior National

Balance Sheet

As of November 30, 2023

	TOTAL	
	AS OF NOV 30, 2023	AS OF NOV 30, 2022 (PY)
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
*Accounts Payable	2,155.00	11,825.38
Total Accounts Payable	\$2,155.00	\$11,825.38
Credit Cards	\$0.00	\$0.00
Other Current Liabilities		
Direct Deposit Payable	0.00	0.00
Due to EDA	0.00	100,000.00
Gift Certificates	32,785.21	26,095.38
Minnesota Department of Revenue Payable	0.00	
Payroll Liabilities	0.00	2,554.68
Child Support	0.00	
Co. HSA (deleted)	0.00	442.50
Federal Taxes (941/944)	-84.37	-1,191.96
MN Income Tax	-0.66	-187.00
MN Unemployment Taxes	18,625.65	17,374.41
PERA Employee	646.17	124.35
PERA Life	0.00	
Rent	0.00	1,100.00
Total Payroll Liabilities	19,186.79	20,216.98
Sales Tax Payable	-72,456.73	699.85
Tips Payable	17,162.21	0.00
Total Other Current Liabilities	\$ -3,322.52	\$147,012.21
Total Current Liabilities	\$ -1,167.52	\$158,837.59
Long-Term Liabilities		
Deferred Inflow - Pension	13,210.00	13,210.00
Loan Payable - Cook County	2,169,972.00	2,169,972.00
Net Pension Liability	161,038.00	161,038.00
Total Long-Term Liabilities	\$2,344,220.00	\$2,344,220.00
Total Liabilities	\$2,343,052.48	\$2,503,057.59
Equity	\$5,392,884.46	\$5,090,381.74
TOTAL LIABILITIES AND EQUITY	\$7,735,936.94	\$7,593,439.33

Superior National

Profit and Loss

November 2023

	TOTAL	
	NOV 2023	JAN - NOV, 2023 (YTD)
Revenue		
Golfing Related Sales		
3% Service Fee		35,314.98
Cart Rentals		226,907.50
Club Rentals/Lessons		11,670.28
Driving Range Fees		12,036.74
Greens Fees		904,779.83
Membership Fees		47,420.00
Total Golfing Related Sales		1,238,129.33
Lutsen 99er		40,570.00
Merchandise, Beverage & Food		
Beverage Sales	2,731.71	146,864.10
Food Sales	2,502.84	82,153.17
Merchandise Sales	3,620.54	166,722.79
N/A Beverage Sales	77.74	77.74
Total Merchandise, Beverage & Food	8,932.83	395,817.80
Sales - Unallocated	-716.30	7,688.46
Total Revenue	\$8,216.53	\$1,682,205.59
Cost of Goods Sold		
Beverage CoGS	3,168.47	71,265.07
Food CoGS	2,696.57	43,377.49
Merchandise CoGS	206.75	79,578.10
Total Cost of Goods Sold	\$6,071.79	\$194,220.66
GROSS PROFIT	\$2,144.74	\$1,487,984.93
Expenditures		
Administrative & General		
Computers/POS		1,053.23
Credit Card Fees	2,905.93	46,104.32
Employee Recruitment		182.50
Insurance		12,814.28
Licenses/Permits/Dues	685.00	3,431.18
Office Expense	512.24	3,018.74
Rent Expense	267.37	2,897.47
Travel Expense		2,870.74
Total Administrative & General	4,370.54	72,372.46
Club House		
Cart Lease		91,978.94
Cash Over/Short		1,142.00
Paper Products/Cleaning Supply		1,556.96

Superior National

Profit and Loss

November 2023

	TOTAL	
	NOV 2023	JAN - NOV, 2023 (YTD)
Repairs and Maintenance		4,829.91
Supplies		5,727.67
Uniforms	2,120.37	7,512.21
Utilities		3,971.86
Electric - Club House		10,064.30
Internet - Club House	409.00	2,071.91
Propane - Club House		4,286.19
Telephone - Club House	269.11	3,225.48
Television - Club House	172.06	2,386.37
Total Utilities	850.17	26,006.11
Total Club House	2,970.54	138,753.80
Grounds Maintenance		142.09
Cart Maintenance	7,676.13	21,373.26
Course Improvement		2,837.51
Fertilizer & Chemicals		17,638.00
Gas/Lube	979.16	44,571.79
Irrigation Expense		6,618.44
Seed & Soil	955.91	5,127.41
Shop Expense		6,953.33
Small Tools/Parts	1,129.09	49,805.32
Supplies		12,606.69
Utilities		535.86
Electric		17,604.65
Garbage	386.10	3,086.32
Internet		0.00
Propane		998.97
Septic	3,959.08	5,162.02
Telephone		0.00
Total Utilities	4,345.18	27,387.82
Total Grounds Maintenance	15,085.47	195,061.66
Melio Service Fees	42.00	90.00
Payroll Expenses		
Company Contributions		0.00
Payroll Burden		
MN Unemployment Insurance		8,407.06
Payroll Taxes	2,595.16	60,046.74
Retirement/PERA	812.54	11,931.06
Work Comp Insurance		7,972.66
Total Payroll Burden	3,407.70	88,357.52

Superior National

Profit and Loss

November 2023

	TOTAL	
	NOV 2023	JAN - NOV, 2023 (YTD)
Salaries/Wages		
Grounds	7,183.67	181,492.36
Proshop	5,371.17	208,931.69
Salaried Employees	9,230.78	109,423.20
Total Salaries/Wages	21,785.62	499,847.25
Wages	175.00	270.00
Total Payroll Expenses	25,368.32	588,474.77
Professional Services		
Accounting/Audit	500.00	8,643.30
Marketing and Promotion	3,121.37	71,464.33
Total Professional Services	3,621.37	80,107.63
Uncategorized Expense		108.35
Total Expenditures	\$51,458.24	\$1,074,968.67
NET OPERATING REVENUE	\$ -49,313.50	\$413,016.26
Other Revenue		
Interest Income	694.33	2,995.62
Total Other Revenue	\$694.33	\$2,995.62
Other Expenditures		
Capital Expenditures	10,743.17	10,743.17
Misc Expense	7,609.15	6,189.72
Total Other Expenditures	\$18,352.32	\$16,932.89
NET OTHER REVENUE	\$ -17,657.99	\$ -13,937.27
NET REVENUE	\$ -66,971.49	\$399,078.99

**COOK COUNTY AND GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY
STATE OF MINNESOTA
COOK COUNTY**

RESOLUTION NO. 2023-21

**RESOLUTION ADOPTING POLICY AND CRITERIA FOR AWARDING BUSINESS SUBSIDIES IN COMPLIANCE
WITH THE REQUIREMENTS OF THE MINNESOTA BUSINESS SUBSIDY ACT**

WHEREAS, pursuant to Minnesota Statutes, Sections 116J.993 to 116J.995 (the “Business Subsidy Act”), state and local government agencies are allowed to grant business subsidies upon the adoption of a set of criteria for awarding business subsidies following a duly noticed public hearing thereon; and

WHEREAS, the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) previously adopted a Business Subsidy Policy and Criteria, dated January 8, 2019 (the “Business Subsidy Criteria”); and

WHEREAS, the EDA proposed to update the Business Subsidy Criteria to reflect the current requirements of the Business Subsidy Act and organization goals; and

WHEREAS, the EDA did hold a public hearing on December 19, 2023 at the Cook County Courthouse, Grand Marais, Minnesota 55604 to consider establishment of such Business Subsidy Criteria; and

WHEREAS, the EDA did consider and discuss the policy and criteria, reserving the right for the EDA’s discretion to approve business subsidies that vary from the criteria if the EDA determines the subsidy nevertheless meets a public purpose;

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Cook County/Grand Marais Joint Economic Development Authority as follows:

1. The Business Subsidy Criteria, attached hereto as Exhibit A, is hereby adopted, as amended, by the EDA for guidance in considering business subsidies to be awarded by the EDA.
2. Staff is hereby authorized and directed to advise applicants for business subsidies of the amended Criteria and to inform such applicants of the Business Subsidy Act requirements for award of business subsidies.
3. This resolution and the Business Subsidy Criteria adopted hereby shall be in full force and effect from and after its adoption.

_____ Ex. Dir.

December 19, 2023

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize the Board of Commissioners of the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) to approve an amended Business Subsidy Policy and Criteria for business subsidies provided to Recipients from the EDA. This Policy and Criteria is consistent with the requirements of the Minnesota Business Act.

Board member _____ moved the adoption of the foregoing resolution, and said motion was duly seconded by Board member _____, and upon vote being taken thereon, the following voted in favor thereof:

Abstention:

and the following voted against the same:

Whereupon said resolution was declared adopted by the Cook County and Grand Marais Joint Economic Development Authority this 19th day of December 2023.

ATTEST: _____

Steve Surbaugh – Board President

BUSINESS SUBSIDY POLICY AND CRITERIA

COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY

ADOPTED: January 18, 2019

AMENDED: _____

The following are the Cook County/Grand Marais Joint Economic Development Authority's guidelines for granting of Business Subsidy to a business or developer. Meeting the criteria does not guarantee a project will be approved, nor does it create any contractual rights on the part of the business or developer requesting assistance. The granting or denial of a request for Business Subsidy is at the sole discretion of the Grantor. Any Business Subsidy identified under Minnesota Statute 116J.993 – 116J.995 is covered under these policies.

Section 1. – Definitions

Authorized Business Subsidy Signatory: means the President of the Cook County/Grand Marais Joint Economic Development Authority who is authorized by this Policy to execute business subsidy agreements on behalf of the Cook County/Grand Marais Joint Economic Development Authority.

Benefit Date: means the date that the recipient receives the Business Subsidy. If the Business Subsidy involves the purchase, lease, or donation of physical equipment, then the Benefit Date begins when the recipient puts the equipment in service. If the Business Subsidy is for improvements to property, then the Benefit Date refers to the earliest date of either: (i) when the improvements are finished for the entire project; or (ii) when a business or developer occupies the property.

Business Subsidy: means a state or local government agency grant, contribution of personal property, real property, infrastructure, the principal amount of a loan at rates below those commercially available to the recipient, any reduction or deferral of any tax or any fee, any guarantee of any payment under any loan, lease, or other obligation, or any preferential use of government facilities given to a business, and as identified by the Business Subsidy statute M.S §116J.993 – 116J.995.

The following forms of financial assistance are not a business subsidy:

1. A business subsidy of less than \$150,000;
2. Assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria;
3. Public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;
4. Redevelopment property polluted by contaminants defined in M.S §116J.552, subdivision 3.;
5. Assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance for designated historical preservation districts, provided that the assistance is equal to or less than 50 percent of the total cost;
6. Assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services;
7. Assistance for housing;
8. Assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance subdistrict as defined under M.S §490.174, subdivision 23;

9. Assistance for energy conservation;
10. Tax reductions resulting from conformity with federal tax law;
11. Workers' compensation or any unemployment insurance;
12. Benefits derived from regulation
13. Indirect benefits derived from assistance to educational institutions;
14. Funds from bonds allocated under chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended through December 31, 1991;
15. Assistance for a collaboration between a Minnesota higher education institution and a business;
16. Assistance for a tax increment financing soils conditions district as defined under M.S §469.174, subdivision 19;
17. Redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current year's estimated market value;
18. General changes in tax increment financing law and other general tax law changes of principally technical nature;
19. Federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency;
20. Funds from dock and wharf bonds issued by a seaway port authority;
21. Business loans and loan guarantees of \$150,000 or less
22. Federal loan funds provided through the United States Department of Commerce, Economic Development Administration; and
23. Property tax abatements granted under M.S §469.1813 to property that is subject to valuation under Minnesota Rules, chapter 8100.

Business Subsidy Agreement: means a document between the Grantor and Recipient outlining the terms and conditions under which the Business Subsidy will be provided.

Business Subsidy Act: means Minnesota Statutes, Sections 116J.993 to 116J.995, as hereinafter amended.

Business Subsidy Report: means the annual reports submitted each year for each business receiving a business subsidy. The report is submitted by the EDA in order to comply with M.S §116J.994, subdivision 7. (b).

Criteria: means the equitably applied, uniform standards by which the EDA basis its decision to award any business subsidy to a private business or development project.

DEED: means the Minnesota Department of Employment and Economic Development.

EDA: means the Cook County/Grand Marais Joint Economic Development Authority.

Grantor: means the EDA, as defined herein.

Living Wage Job: means a job which pays wages and health benefits that have an hourly rate that totals at least 110 percent of the current poverty level for a family of four.

Operation Start Date: means the date by which the business begins operations as evidenced by completing construction of a facility or relocating to an existing facility and beginning revenue generating operations and/or hiring employees.

Recipient: means any for-profit business entity or any nonprofit business entity meeting the requirements of Section 116J.993, subdivision 6 of the Business Subsidy Act that receives a Business Subsidy.

Section 2. – Business Subsidy Requirements

- A. Any time the EDA provides a business subsidy to a Recipient, that business is subject to the wage levels, job creation and other criteria set forth in this policy and specified in the Business Subsidy Agreement made with the EDA.
- B. Creation and retention of jobs are not goals for this policy and are set at zero. The EDA encourages Recipients to create or retain jobs to support the proposed project, and these jobs pay wages and health benefits that have an hourly rate that totals at least 110 percent of the current poverty level for a family of four.
- C. The EDA shall require all businesses receiving a business subsidy to attend a properly noticed public hearing which shall be held by the EDA as provided by M.S §116J.994. The purpose of this hearing shall be to identify and define the criteria that the recipient shall meet in order to be eligible to receive a business subsidy. The hearing shall specify the subsidy provided, public purpose(s) that shall be achieved by offering the subsidy, and shall specify the measurable, specific, and tangible goals committed by the qualified business. As provided by M.S §116J.994, subdivision 5., a public notice shall be published in print at least 10 days prior to the hearing, identifying the location, date, and time of the hearing; and providing information about the business subsidy proposed, including a summary of the terms of the subsidy.
- D. All business subsidy Recipients shall identify an operation start date when business operations for the proposed qualified business are planned to begin.

Section 3. – Business Subsidy Criteria and Public Purpose

The Criteria set forth in this section establishes minimum requirements that a Recipient must meet in order to be eligible to receive Business Subsidy. The Grantor reserves the rights to approve a project that varies from the Criteria if a Grantor determines a valid public purpose will be served. Criteria may be amended, subject to a public hearing, a notice of which shall be published ten days prior to the hearing. Business subsidies shall be considered for those applicants that meet any combination of the below listed criteria.

- But-for-Test. There is substantial likelihood that the project would not go forward without the business subsidy requested. These criteria may be supported by representations of the applicant for the business subsidy.
- Redevelopment. The project will remove, prevent, or reduce blight or other adverse conditions of the property, thereby protecting Cook County’s property values and the general public health, safety, and welfare.
- Attraction of New Business. The project will attract or retain competitive and financially strong commercial and industrial companies, which offer the potential for significant growth in employment and tax base.
- Highest and Best Land Use. The use of the business subsidy will encourage quality construction and promote highest and best use of land, consistent with Cook County’s Comprehensive Land Use Plan.
- Needed Services. The project will provide a needed service in the community, including health care, child care, convenience and social services which are not currently available.
- Unmet Housing Needs. The project will provide housing alternatives that Cook County currently needs but are not available.

- Economic Feasibility and Impact. The recipient can demonstrate that it has experience and adequate financing for the project, and that the project can be completed in a timely manner. The project will stimulate additional capital investment in a geographic area of Cook County and act as a catalyst for future re(development).
- Impact on Cook County Services and Infrastructure. The project will not significantly or adversely increase the demand for services in Cook County.
- Job Creation. Creation and retention of jobs are not goals of this policy.
- Tax Base. The project will increase Cook County's tax base and generate new property tax revenue. The project will cause surrounding property values to increase and will stabilize the area.
- Significant Investment. The project represents a significant investment in an area of Cook County that is economically depressed or in need of revitalization.

Section 4. – Evaluation

The EDA will evaluate each request for a Business Subsidy based on established criteria. Applicants for assistance shall complete an application form and supply all additional information requested by the EDA. Meeting all or a majority of the Criteria does not mean a subsidy will be awarded or denied. A decision to approve or reject a request for subsidy will be based on the merits of the project and overall benefit to Cook County.

Section 5. – Business Subsidy Agreements

Any Recipient receiving a Business Subsidy will be required by the Business Subsidy Act to enter into a Subsidy Agreement with the Grantor outlining the terms and conditions under which Business Subsidy will be provided. The Subsidy Agreement between the Grantor and Recipient must meet the requirements set forth herein:

- A description of the subsidy, including the amount and type of subsidy, and type of district if the subsidy is tax increment financing;
- A statement of the public purposes for the subsidy;
- Measurable, specific and tangible goals for the subsidy;
- A description of the financial obligation of the recipient if the goals are not met;
- A statement of why the subsidy is needed;
- A commitment to continue operations at the site where the subsidy is used for at least five years after the Benefit Date;
- The name and address of the partner corporation of the recipient, if any;
- A list of all financial assistance by all grantors for the project;
- Wage and job goals; and
- Such other requirements as are set out in M.S §116J.994, subdivision 3 of the Business Subsidy Act, as it may be amended

The Business Subsidy Agreement must be approved by the Grantor. The Business Subsidy Agreement must be executed by both the Grantor and the Recipient.

Section 6. – Fees

All applicants will be responsible for the legal, financial, consultant and other costs associated with the review of the application.

Section 7. – Reports

The Recipient and Grantor must comply with the reporting requirements set forth in M.S §116J.994, subdivision 7 and 8 of the Business Subsidy Act.

**COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY
STATE OF MINNESOTA
COOK COUNTY**

RESOLUTION 2023-22

**RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY TO THE HOUSING AND REDEVELOPMENT
AUTHORITY OF COOK COUNTY FOR DEVELOPMENT OF RESIDENTIAL HOUSING**

RESOLVED, by the Cook County/Grand Marais Joint Economic Development Authority (“EDA”), that the proper EDA officials are hereby authorized to enter into a Land Sale Agreement with the Housing and Redevelopment Authority of Cook County (“HRA”), a public body, corporate and politic of the State of Minnesota, substantially in the form of that attached hereto as Exhibit A, authorizing the conveyance of the below described property in Cook County, Minnesota to the HRA for One (\$1.00) Dollar, conditioned on the development of residential housing:

Lots 1 and 2, Block 3, CEDAR GROVE BUSINESS PARK

_____ Ex. Dir.

December 19, 2023

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize the Board of Commissioners of the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) to approve conveyance of certain real property on the Gunflint Trail between County Road 7 and Sweet Grass Crossing to the Housing and Redevelopment Authority of Cook County (“HRA”) for development of housing units. Property will be conveyed to the HRA at a cost of \$1.00 plus all state tax, recording, and any other closing fees. Consistent with Minnesota Statutes, Sections 116J.993 to 116J.995, this is not a form of business subsidy.

Board member _____ moved the adoption of the foregoing resolution, and said motion was duly seconded by Board member _____, and upon vote being taken thereon, the following voted in favor thereof:

Abstention:

and the following voted against the same:

Whereupon said resolution was declared adopted by the Cook County and Grand Marais Joint Economic Development Authority this 19th day of December 2023.

ATTEST: _____

Steve Surbaugh – Board President

LAND SALE AGREEMENT
COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY
HOUSING AND REDEVELOPMENT AUTHORITY OF COOK COUNTY
CEDAR GROVE BUSINESS PARK LOTS 1 AND 2, BLOCK 3

THIS AGREEMENT (“Agreement”) entered into this _____ day of _____, 20____, (the “Effective Date”), by and between the COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision organized and existing under the laws of the State of Minnesota, (“EDA”), and the HOUSING AND REDEVELOPMENT AUTHORITY OF COOK COUNTY, a public body, corporate and politic organized and existing under the laws of the State of Minnesota, (“HRA”).

WHEREAS, the EDA owns certain real property, as described in **Exhibit A**, attached hereto and incorporated herein by reference, located in the City of Grand Marais, (the “Property”); and

WHEREAS, the EDA has identified the need for additional housing in order to facilitate the EDA’s economic development mission and that the Property is suitable for such housing development; and

WHEREAS, the HRA is desirous of acquiring the Property to facilitate development of much needed housing units;

NOW, THEREFORE, in consideration of mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. Sale of Property

The proper EDA officials hereby agree to sell the Property by Quit Claim deed to HRA for the sum of \$1.00 (the “Purchase Price”). HRA also agrees to pay all state deed tax and recording fees associated with the closing of the Property. Within ten (10) days of the signing of this Agreement, HRA agrees to deposit the Purchase Price in the form of cash or a certified check with the EDA.

2. Contingent Performance

A. Property Sale. Upon deposit of the Purchase Price with the EDA as provided for in Paragraph 1 above, the EDA hereby agrees to convey the Property to HRA under the terms and conditions of this Agreement. In addition, the parties hereto anticipate that the transaction covered by this agreement shall be completed within five (5) years of the date of conveyance of the Property from the EDA to HRA. If not so completed, either party not then in default of any of its obligations hereunder may terminate this Agreement without cause upon ten (10) days written notice to the other party as provided for in Paragraph 6 below, in which case, neither party shall have any further rights or obligations to the other party under this

Agreement and the EDA may request that the Property be reconveyed to the EDA immediately after said termination.

B. Title Commitment; Survey. Within thirty (30) days after the Effective Date, the EDA will obtain a title commitment of the Property (the "Title Commitment") at its expense. HRA may obtain, at its option and expense, a survey of the Property (the "Survey")

C. HRA's Project

HRA hereby agrees that, within five (5) years of the date of the conveyance of the Property from the EDA to HRA, HRA will have facilitated agreements with qualified developer(s) and conveyed property to said developer(s) to provide for completed construction of the Project as herein defined on the Property. For the purposes of this Agreement, the "Project" shall consist of the construction on the Property of long-term residential housing units. The Project must conform to all applicable building, zoning, or other codes or ordinances.

3. Environmental Indemnification

HRA hereby agrees that for itself, its successors and assigns, it will indemnify and save the EDA and its officers, agents, servants and employees and any person who controls the EDA within the meaning of the Securities Act of 1933 harmless from and against all liabilities, losses, damages, costs, expenses, including reasonable attorney's fees and expenses, causes of action, suits, claims, demands and judgements arising out of any condition existing on the Property, whether pre-existing or after created, which constitutes a violation of any environmental law or laws with regard to pollutants or hazardous or dangerous substances promulgated by the government of the United States, the State of Minnesota or of any such duly promulgated rules and regulations of the United States Environmental Protection Agency or the Minnesota Pollution Control Agency or the presence on the Property of any element, compound, pollutant, contaminant or toxic or hazardous substance, material or waste, or any mixture thereof, which otherwise causes injury or death to persons or damage to the property and that indemnifications granted hereby shall include all the costs of clean up, remediation, together with the costs incurred in proceedings before a court of law or an administrative agency, including attorney's fees, expenses, the fees and expenses of persons providing technical expertise addressing such problems, including expert witnesses, and the cost of preparing and securing approval of Response Action Plans as may be necessary to meet the requirements of the aforesaid agencies and any other costs and expenses of any kind arising out of conditions existing on the Property. Provided, however that the indemnity provided by HRA to the EDA pursuant to this paragraph is intending to run only to the benefit of the EDA and is not intended to, nor shall it, inure to the benefit of any third party.

4. Storm Water Control and Wetlands

- A. Storm water control shall be subject to all applicable state and federal regulations. The HRA hereby agrees that no wetlands, as defined under state, local, or federal laws or regulations shall be impacted unless in compliance with Cedar Grove Business Park Stormwater Permitting Guidance, Stormwater Pollution Prevention Plan, and requirements of EDA's Construction Stormwater General Permit and as approved by the EDA and City of Grand Marais. The EDA has provided HRA with applicable materials.
- B. Prior to commencement of any construction or excavation activities upon any lot, the lot owner shall submit to the Design Review Committee a proposed design for temporary construction and permanent stormwater treatment system proposed to be installed upon the lot. The design shall be prepared by an engineer licensed in the State of Minnesota to design permanent storm water treatment systems. The engineer shall certify in writing upon the design sketch to the Design Review Committee: (i) that the design meets or exceeds all requirements for permanent storm water treatment for the lot as it relates to the proposed improvement upon the lot; and (ii) that the design meets or exceeds all requirements for permanent storm water treatment as it relates to the permanent storm water system in place for the entire Property. The Design Review Committee may also require that the design of the proposed permanent storm water treatment for the lot be reviewed and approved by the Minnesota Pollution Control Agency (MPCA) prior to commencement of construction. In the alternative, the lot owner may obtain approval of the design directly from the MPCA as part of a separate storm water permitting process and furnish the Declarant with a copy of the permit and design as approved by the MPCA.
- C. No one shall be allowed to permanently occupy the Property until such time as the permanent storm water system for the lot, as designed and approved, has been constructed upon the Property, and an engineer licensed in the State of Minnesota to design permanent storm water treatment plans has certified to the Design Review Committee in writing that the permanent storm water treatment system as built conforms in all material respects to the permanent storm water system for the lot as designed and approved.
- D. In the event of a violation of this Section by the lot owner, the EDA shall be entitled to enforce the provisions of this Section using all remedies available to the EDA at law or in equity, including but not limited to the following:
1. Injunction. The Declarant may enjoin the lot owner from using or occupying the property until such time as the lot owner has fully complied with this Section;
 2. Corrective Action. The EDA may employ engineers and contractors and construct or modify the permanent stormwater treatment system to conform to the design of the

system as approved. All costs of constructing or modifying the system shall be paid by the property owner and shall be assessed as a lien against the property which may be foreclosed in accordance with Minnesota Law as an assessment lien.

3. Reversion of the Title to the Property. The EDA may declare a breach of the covenant incorporated within the deed to the property as required by Minnesota Statute 469.105 sub. 6 and seek a judicial decree from the district court declaring a forfeiture of cancellation of the deed.

E. All costs incurred by the Declarant in enforcing the provisions of this Section, including court costs and reasonable witness' and attorneys' fees shall be paid by the property owner to the Declarant.

5. Default and Remedies

In the event the HRA fails to perform or to comply with any of the terms or conditions of this Agreement, including but not limited to those contained in Paragraphs 2 and 5 above, and said failure to so perform or comply shall continue for a term of thirty (30) days after notice from EDA to HRA of such nonperformance or noncompliance, HRA shall be in default of its obligations hereunder and the EDA may, at its option, seek and be entitled to receive reconveyance of the Property from the HRA, free and clear of all liens and encumbrances whatsoever. Notwithstanding the foregoing, if the default reasonably requires more than thirty (30) days to cure, such default shall not constitute an event of default, providing that the curing of the default is promptly commenced upon received by the HRA of this notice of default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that HRA keeps EDA informed of its progress in curing the default.

6. Assignment and Transfer

HRA represents and agrees that purchase of the Property is to facilitate development of long-term residential housing units and not for speculation in land holding. HRA further recognizes the importance of the development of the Property to the community and that any act or transaction involving or resulting in a change of said Project is of concern to community and EDA. The HRA shall promptly notify the EDA of any proposed transferee or conveyance of said Property to ensure it is consistent with terms and conditions of this agreement. HRA agrees that any development must comply with all stormwater and wetland mitigation measures as defined in Paragraph 5 above, and must be included with any reconveyance, sale agreements.

7. Notices

Any notice, demand or other communication under this agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail to:

In the case of the EDA:

Cook County/Grand Marais Joint Economic Development Authority
Attn: Executive Director
PO Box 597
Grand Marais, MN 55604

In case of HRA:

Cook County Housing and Redevelopment Authority
Attn: Executive Director
411 W 2nd Street
Grand Marais, MN 55604

8. Force Majeure

Under the terms of this Agreement, neither the EDA or HRA shall be considered in default or in breach of any of the terms of with respect to the performance of their respective obligations under this Agreement in the event of enforced delay in the performance of its obligations due to unforeseeable causes beyond its control and without its fault or negligence including but not limited to acts of God, acts of a public enemy, material or supply chain issues, acts of the federal government, acts of another party, fire, floods, epidemics, strikes or embargoes, or for delays of subcontractors due to such causes. In the event of any such delay, any time for completion or delivery under this Agreement shall be extended for the period of any such delay upon written notice from the party seeking the extension to the other party.

9. Business Subsidies Law

EDA and HRA have discussed the Minnesota Business Subsidies Law, Minnesota Statutes §116J.993 through §116J.995 and its application to this transaction. EDA and HRA agree that to support housing development, the sale price of this Property has made no business subsidy within the meaning of §116J.994, Subdivision 3. Accordingly, EDA and HRA have determined that the Minnesota Business Subsidies Law is not applicable to this transaction.

10. Applicable Law

This Agreement, together with all of its paragraph, terms and conditions, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

(The remainder of this page intentionally left blank)

This instrument was drafted by:
Cook County/Grand Marais Joint Economic Development Authority
PO Box 597
Grand Marais, MN 55604

EXHIBIT A
Legal Descriptions

Lots 1 and 2, Block 3, CEDAR GROVE BUSINESS PARK
Cook County, Minnesota
PIDs: 80-800-0301 and 80-800-0302

**COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY
STATE OF MINNESOTA
COOK COUNTY**

RESOLUTION 2023-23

**RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY TO THE CITY OF GRAND MARAIS
MINNESOTA FOR DEVELOPMENT OF AN ANIMAL SHELTER**

RESOLVED, by the Cook County/Grand Marais Joint Economic Development Authority (“EDA”), that the proper EDA officials are hereby authorized to enter into a Land Sale Agreement with the City of Grand Marais (“City”), a Minnesota municipal corporation, substantially in the form of that attached hereto as Exhibit A, authorizing the conveyance of the below described property in Cook County, Minnesota to the City for One (\$1.00) Dollar, for development of an animal shelter:

Lot 7, Block 5, CEDAR GROVE BUSINESS PARK

_____ Ex. Dir.

December 19, 2023

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize the Board of Commissioners of the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) to approve conveyance of certain real property in the Cedar Grove Business Park to the City of Grand Marais (“City”) for development of an animal shelter. Property will be conveyed to the HRA at a cost of \$1.00 plus all state tax, recording, and any other closing fees. Consistent with Minnesota Statutes, Sections 116J.993 to 116J.995, this is not a form of business subsidy.

Board member _____ moved the adoption of the foregoing resolution, and said motion was duly seconded by Board member _____, and upon vote being taken thereon, the following voted in favor thereof:

Abstention:

and the following voted against the same:

Whereupon said resolution was declared adopted by the Cook County and Grand Marais Joint Economic Development Authority this 19th day of December 2023.

ATTEST: _____

Steve Surbaugh – Board President

LAND SALE AGREEMENT
COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY
CITY OF GRAND MARAIS MINNESOTA
CEDAR GROVE BUSINESS PARK LOTS 7, BLOCK 5

THIS AGREEMENT (“Agreement”) entered into this _____ day of _____, 20____, (the “Effective Date”), by and between the COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision organized and existing under the laws of the State of Minnesota, (“EDA”), and the CITY OF GRAND MARAIS, a Minnesota municipal corporation, (“City”).

WHEREAS, the EDA owns certain real property, as described in **Exhibit A**, attached hereto and incorporated herein by reference, located in the City of Grand Marais, (the “Property”); and

WHEREAS, the EDA has identified the need for an animal shelter in Cook County and that it supports the EDA’s economic development mission and that the Property is a suitable site for such development; and

WHEREAS, the City is desirous of acquiring the Property to facilitate development of said animal shelter;

NOW, THEREFORE, in consideration of mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. Sale of Property

The proper EDA officials hereby agree to sell the Property by Quit Claim deed to City for the sum of \$1.00 (the “Purchase Price”). City also agrees to pay all state deed tax and recording fees associated with the closing of the Property. Within ten (10) days of the signing of this Agreement, City agrees to deposit the Purchase Price in the form of cash or a certified check with the EDA.

2. Contingent Performance

A. Property Sale. Upon deposit of the Purchase Price with the EDA as provided for in Paragraph 1 above, the EDA hereby agrees to convey the Property to City under the terms and conditions of this Agreement. In addition, the parties hereto anticipate that the transaction covered by this agreement shall be completed within five (5) years of the date of conveyance of the Property from the EDA to City. If not so completed, either party not then in default of any of its obligations hereunder may terminate this Agreement without cause upon ten (10) days written notice to the other party as provided for in Paragraph 6 below, in which case, neither party shall have any further rights or obligations to the other party under this

Agreement and the EDA may request that the Property be reconveyed to the EDA immediately after said termination.

B. Title Commitment; Survey. Within thirty (30) days after the Effective Date, the EDA will obtain a title commitment of the Property (the "Title Commitment") at its expense. City may obtain, at its option and expense, a survey of the Property (the "Survey")

3. City's Project

City hereby agrees that, within five (5) years of the date of the conveyance of the Property from the EDA to City, City will have facilitated development to provide for completed construction of the Project as herein defined on the Property. For the purposes of this Agreement, the "Project" shall consist of the construction on the Property of not-for-profit animal shelter. The Project must conform to all applicable building, zoning, or other codes or ordinances.

4. Environmental Indemnification

City hereby agrees that for itself, its successors and assigns, it will indemnify and save the EDA and its officers, agents, servants and employees and any person who controls the EDA within the meaning of the Securities Act of 1933 harmless from and against all liabilities, losses, damages, costs, expenses, including reasonable attorney's fees and expenses, causes of action, suits, claims, demands and judgements arising out of any condition existing on the Property, whether pre-existing or after created, which constitutes a violation of any environmental law or laws with regard to pollutants or hazardous or dangerous substances promulgated by the government of the United States, the State of Minnesota or of any such duly promulgated rules and regulations of the United States Environmental Protection Agency or the Minnesota Pollution Control Agency or the presence on the Property of any element, compound, pollutant, contaminant or toxic or hazardous substance, material or waste, or any mixture thereof, which otherwise causes injury or death to persons or damage to the property and that indemnifications granted hereby shall include all the costs of clean up, remediation, together with the costs incurred in proceedings before a court of law or an administrative agency, including attorney's fees, expenses, the fees and expenses of persons providing technical expertise addressing such problems, including expert witnesses, and the cost of preparing and securing approval of Response Action Plans as may be necessary to meet the requirements of the aforesaid agencies and any other costs and expenses of any kind arising out of conditions existing on the Property. Provided, however that the indemnity provided by City to the EDA pursuant to this paragraph is intending to run only to the benefit of the EDA and is not intended to, nor shall it, inure to the benefit of any third party.

5. Storm Water Control and Wetlands

- A. Storm water control shall be subject to all applicable state and federal regulations. The City hereby agrees that no wetlands, as defined under state, local, or federal laws or regulations shall be impacted unless in compliance with Cedar Grove Business Park Stormwater Permitting Guidance, Stormwater Pollution Prevention Plan, and requirements of EDA's Construction Stormwater General Permit and as approved by the EDA and City of Grand Marais. The EDA has provided City with applicable materials.
- B. Prior to commencement of any construction or excavation activities upon any lot, the lot owner shall submit to the Design Review Committee a proposed design for temporary construction and permanent stormwater treatment system proposed to be installed upon the lot. The design shall be prepared by an engineer licensed in the State of Minnesota to design permanent storm water treatment systems. The engineer shall certify in writing upon the design sketch to the Design Review Committee: (i) that the design meets or exceeds all requirements for permanent storm water treatment for the lot as it relates to the proposed improvement upon the lot; and (ii) that the design meets or exceeds all requirements for permanent storm water treatment as it relates to the permanent storm water system in place for the entire Property. The Design Review Committee may also require that the design of the proposed permanent storm water treatment for the lot be reviewed and approved by the Minnesota Pollution Control Agency (MPCA) prior to commencement of construction. In the alternative, the lot owner may obtain approval of the design directly from the MPCA as part of a separate storm water permitting process and furnish the Declarant with a copy of the permit and design as approved by the MPCA.
- C. No one shall be allowed to permanently occupy the Property until such time as the permanent storm water system for the lot, as designed and approved, has been constructed upon the Property, and an engineer licensed in the State of Minnesota to design permanent storm water treatment plans has certified to the Design Review Committee in writing that the permanent storm water treatment system as built conforms in all material respects to the permanent storm water system for the lot as designed and approved.
- D. In the event of a violation of this Section by the lot owner, the EDA shall be entitled to enforce the provisions of this Section using all remedies available to the EDA at law or in equity, including but not limited to the following:
1. Injunction. The Declarant may enjoin the lot owner from using or occupying the property until such time as the lot owner has fully complied with this Section;
 2. Corrective Action. The EDA may employ engineers and contractors and construct or modify the permanent stormwater treatment system to conform to the design of the

system as approved. All costs of constructing or modifying the system shall be paid by the property owner and shall be assessed as a lien against the property which may be foreclosed in accordance with Minnesota Law as an assessment lien.

3. Reversion of the Title to the Property. The EDA may declare a breach of the covenant incorporated within the deed to the property as required by Minnesota Statute 469.105 sub. 6 and seek a judicial decree from the district court declaring a forfeiture of cancellation of the deed.

E. All costs incurred by the Declarant in enforcing the provisions of this Section, including court costs and reasonable witness' and attorneys' fees shall be paid by the property owner to the Declarant.

6. Default and Remedies

In the event the City fails to perform or to comply with any of the terms or conditions of this Agreement, including but not limited to those contained in Paragraphs 2 and 5 above, and said failure to so perform or comply shall continue for a term of thirty (30) days after notice from EDA to City of such nonperformance or noncompliance, City shall be in default of its obligations hereunder and the EDA may, at its option, seek and be entitled to receive reconveyance of the Property from the City, free and clear of all liens and encumbrances whatsoever. Notwithstanding the foregoing, if the default reasonably requires more than thirty (30) days to cure, such default shall not constitute an event of default, providing that the curing of the default is promptly commenced upon received by the City of this notice of default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that City keeps EDA informed of its progress in curing the default.

7. Assignment and Transfer

City represents and agrees that purchase of the Property is to facilitate development of a not-for-profit animal shelter and not for speculation in land holding. City further recognizes the importance of the development of the Property to the community and that any act or transaction involving or resulting in a change of said Project is of concern to community and EDA. The City shall promptly notify the EDA of any proposed transferee or conveyance of said Property to ensure it is consistent with terms and conditions of this agreement. City agrees that any development must comply with all stormwater and wetland mitigation measures as defined in Paragraph 5 above, and must be included with any reconveyance, sale agreements.

8. Notices

Any notice, demand or other communication under this agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail to:

In the case of the EDA:

Cook County/Grand Marais Joint Economic Development Authority
Attn: Executive Director
PO Box 597
Grand Marais, MN 55604

In case of City:

City of Grand Marais
Attn: City Administrator
PO Box 600
Grand Marais, MN 55604

9. Force Majeure

Under the terms of this Agreement, neither the EDA or City shall be considered in default or in breach of any of the terms of with respect to the performance of their respective obligations under this Agreement in the event of enforced delay in the performance of its obligations due to unforeseeable causes beyond its control and without its fault or negligence including but not limited to acts of God, acts of a public enemy, material or supply chain issues, acts of the federal government, acts of another party, fire, floods, epidemics, strikes or embargoes, or for delays of subcontractors due to such causes. In the event of any such delay, any time for completion or delivery under this Agreement shall be extended for the period of any such delay upon written notice from the party seeking the extension to the other party.

10. Business Subsidies Law

EDA and City have discussed the Minnesota Business Subsidies Law, Minnesota Statutes §116J.993 through §116J.995 and its application to this transaction. EDA and City agree that to support development of a public facility, the sale price of this Property has made no business subsidy within the meaning of §116J.994, Subdivision 3. Accordingly, EDA and City have determined that the Minnesota Business Subsidies Law is not applicable to this transaction.

11. Applicable Law

This Agreement, together with all of its paragraph, terms and conditions, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

(The remainder of this page intentionally left blank)

This instrument was drafted by:

Cook County/Grand Marais Joint Economic Development Authority

PO Box 597

Grand Marais, MN 55604

EXHIBIT A
Legal Descriptions

Lots 7, Block 5 CEDAR GROVE BUSINESS PARK

Cook County, Minnesota

PID: 80-800-0507

**COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY
STATE OF MINNESOTA
COOK COUNTY**

RESOLUTION NO. 2023-24

RESOLUTION AUTHORIZING AN AGREEMENT WITH MIKE LARSON TO PROVIDE PROFESSIONAL SERVICES FOR THE COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY IN AN AMOUNT NOT TO EXCEED \$18,000 FOR MANAGEMENT OVERSIGHT AT SUPERIOR NATIONAL AT LUTSEN GOLF COURSE

RESOLVED, that the Board of Commissioners of the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) hereby authorize a professional services agreement, substantially in the form attached as Exhibit A, with Mike Larson related to management oversight at Superior National at Lutsen Golf Course, not to exceed \$18,000, payable from Superior National Operations Fund.

_____ Ex. Dir.

December 19, 2023

STATEMENT OF PURPOSE:

The purpose of this resolution is to authorize a professional services agreement with Mike Larson to provide management oversight at Superior National at Lutsen Golf Course. The agreement goes through December 31, 2024 in an amount not to exceed \$18,000 payable from Superior National at Lutsen’s Operations Fund.

Board member _____ moved the adoption of the foregoing resolution, and said motion was duly seconded by Board member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared adopted by the Cook County and Grand Marais Joint Economic Development Authority this 19th day of December 2023.

ATTEST:

Steve Surbaugh – Board President

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
MIKE LARSON
AND
COOK COUNTY AND GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY**

THIS AGREEMENT, effective as of the date of attestation (the “Effective Date”), by and between the Cook County and Grand Marais Joint Economic Development Authority, hereinafter referred to as EDA, and Mike Larson, an individual, located at PO Box 176, Lutsen, MN 55612, hereinafter referred to as Consultant, for the purpose of rendering services to the EDA.

WHEREAS, the EDA has requested professional services for management oversight of Superior National at Lutsen Golf Course (the “Deliverables”); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the EDA; and

WHEREAS, Consultant submitted an outline describing the services it can provide for the EDA (the “Outline”), a copy of which is attached hereto as Exhibit A;

WHEREAS, the EDA desires to utilize Consultant’s professional services for the Deliverables.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

Consultant will provide requested services related to the Deliverables as described in Consultant’s Proposal (the “Services”). Consultant agrees that it will provide its services only at the request of the EDA Executive Director (the “Director”). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

II. Fees

It is agreed between the parties that Consultant’s maximum fee for the Deliverables and Services shall not exceed the sum of Eighteen Thousand and 00/100 Dollars (\$18,000)

inclusive of all travel and other expenses associated with the Deliverables, payable from Superior National at Lutsen Golf Course Operations Fund. All invoices for services rendered shall be submitted monthly to the attention of the Director. Payment of expenses is subject to the EDA's receipt of reasonable substantiation/back-up supporting such expenses.

III. General Terms and Conditions

1. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the EDA and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the EDA. The Consultant shall be responsible for the delivery of professional services required by this Agreement.

3. Data and Confidentiality, Records and Inspection

- a. The EDA agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the EDA.
- c. Consultant agrees that all work created by Consultant for the EDA is a "work made for hire" and that the EDA shall own all right, title, and interest in and to the work, including the entire copyright in the work ("EDA Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to EDA ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to EDA, all documents necessary for EDA to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will

be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the EDA and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the EDA records, data and information as the EDA may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the EDA may deem necessary, there shall be made available to the EDA for examination, all of its records with respect to all matters covered by this Agreement Consultant will also permit the EDA to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the EDA and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.

- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.
- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the EDA, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by 12/31/2024, unless terminated earlier as provided for herein. Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the EDA and Consultant shall promptly deliver the same to the EDA. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the EDA shall retain all other remedies available to it, and the EDA shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the EDA for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the EDA, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of EDA. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from EDA, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, EDA shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.
- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity

To the extent allowed by law, Consultant shall defend, indemnify and hold EDA and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the EDA unless such material was modified by EDA and such modification is the cause of such claim. This Section

shall survive the termination of this Agreement for any reason.

8. Insurance

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

- a. Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. Cook County and Grand Marais Joint Economic Development Authority shall be named as Additional Insured by endorsement under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming itself and Cook County and Grand Marais Joint Economic Development Authority. Upon execution of this Agreement, Consultant shall provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.
- b. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the EDA with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the EDA, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
- c. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- d. A certificate showing continued maintenance of such insurance shall be on file with the EDA during the term of this Agreement.
- e. The EDA does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

EDA: Cook County and Grand Marais Joint Economic
Development Authority
425 W. Highway 61, Suite B
PO Box 597
Grand Marais, MN 55604
Attn: Executive Director

Mike Larson: Mike Larson
PO Box 176
Lutsen, MN 55612

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the EDA with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance

with the laws of the State of Minnesota.

13. Force Maieure

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date of attestation shown below.

**Cook County and Grand Marais Joint
Economic Development Authority**

By:

Steve Surbaugh
Its: Board President

By:

Theresa Bajda
Its: Executive Director

Mike Larson

By:

Individual

Date:

Exhibit A

Management and Daily Operations Oversight

- Supervise, direct, and oversee daily operations of golf course facilities and FTE employees of Superior National
- Review and monitor daily operations as it relates to staffing, equipment purchases and leasing, and building and grounds maintenance
- Inform Superior National Board of Directors and EDA Board of Commissioners of financials, planned and unplanned maintenance, or capital improvement projects
- Provide timely updates and communication to EDA Executive Director on golf course operations
- Coordinate delivery of necessary financial documentation with golf course employees, EDA, and EDA's bookkeeper as it relates to golf course operations

\$18,000

Total Contract Amount not to exceed \$18,000

**COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY
STATE OF MINNESOTA
COOK COUNTY**

RESOLUTION NO. 2023-25

RESOLUTION AUTHORIZING AN AGREEMENT WITH MIKE LARSON TO PROVIDE PROFESSIONAL SERVICES FOR THE COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY IN AN AMOUNT NOT TO EXCEED \$12,000 FOR THE PURPOSE OF DRAFTING A STRATEGIC REPORT FOR SUPERIOR NATIONAL AT LUTSEN GOLF COURSE

RESOLVED, that the Board of Commissioners of the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) hereby authorize a professional services agreement, substantially in the form attached as Exhibit A, with Mike Larson related to drafting of a strategic report related for Superior National at Lutsen Golf Course, not to exceed \$12,000, payable from Superior National Operations Fund.

_____ Ex. Dir.

December 19, 2023

STATEMENT OF PURPOSE:

The purpose of this resolution is to authorize a professional services agreement with Mike Larson to research and draft a strategic report related to Superior National at Lutsen Golf Course. The agreement goes through December 31, 2024 in an amount not to exceed \$12,000 payable from Superior National at Lutsen’s Operations Fund.

Board member _____ moved the adoption of the foregoing resolution, and said motion was duly seconded by Board member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared adopted by the Cook County and Grand Marais Joint Economic Development Authority this 19th day of December 2023.

ATTEST:

Steve Surbaugh – Board President

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
MIKE LARSON
AND
COOK COUNTY AND GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY**

THIS AGREEMENT, effective as of the date of attestation (the “Effective Date”), by and between the Cook County and Grand Marais Joint Economic Development Authority, hereinafter referred to as EDA, and Mike Larson, an individual, located at PO Box 176, Lutsen, MN 55612, hereinafter referred to as Consultant, for the purpose of rendering services to the EDA.

WHEREAS, the EDA has requested professional services for development of a report related to Superior National at Lutsen Golf Course including golf course history, current operations, and future considerations (the “Deliverables”); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the EDA; and

WHEREAS, Consultant submitted an outline describing the services it can provide for the EDA (the “Outline”), a copy of which is attached hereto as Exhibit A;

WHEREAS, the EDA desires to utilize Consultant’s professional services for the Deliverables.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

Consultant will provide requested services related to the Deliverables as described in Consultant’s Proposal (the “Services”). Consultant agrees that it will provide its services only at the request of the EDA Executive Director (the “Director”). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

II. Fees

It is agreed between the parties that Consultant’s maximum fee for the Deliverables and

Services shall not exceed the sum of Twelve Thousand and 00/100 Dollars (\$12,000) inclusive of all travel and other expenses associated with the Deliverables, payable from Superior National at Lutsen Golf Course Operations Fund. All invoices for services rendered shall be submitted monthly to the attention of the Director. Payment of expenses is subject to the EDA's receipt of reasonable substantiation/back-up supporting such expenses.

III. General Terms and Conditions

1. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the EDA and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the EDA. The Consultant shall be responsible for the delivery of professional services required by this Agreement.

3. Data and Confidentiality, Records and Inspection

a. The EDA agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or assist Consultant wherever possible to obtain such records, data and information.

b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the EDA.

c. Consultant agrees that all work created by Consultant for the EDA is a "work made for hire" and that the EDA shall own all right, title, and interest in and to the work, including the entire copyright in the work ("EDA Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to EDA ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to EDA, all documents necessary for EDA to perfect its ownership of the entire copyright in the work. Consultant

represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the EDA and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the EDA records, data and information as the EDA may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the EDA may deem necessary, there shall be made available to the EDA for examination, all of its records with respect to all matters covered by this Agreement Consultant will also permit the EDA to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the EDA and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.

- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.
- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the EDA, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by 12/31/2024, unless terminated earlier as provided for herein. Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the EDA and Consultant shall promptly deliver the same to the EDA. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the EDA shall retain all other remedies available to it, and the EDA shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the EDA for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the EDA, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of EDA. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from EDA, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, EDA shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.
- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity

To the extent allowed by law, Consultant shall defend, indemnify and hold EDA and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the EDA unless such material was modified by EDA and such modification is the cause of such claim. This Section

shall survive the termination of this Agreement for any reason.

8. Insurance

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

- a. Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. Cook County and Grand Marais Joint Economic Development Authority shall be named as Additional Insured by endorsement under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming itself and Cook County and Grand Marais Joint Economic Development Authority. Upon execution of this Agreement, Consultant shall provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.
- b. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the EDA with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the EDA, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
- c. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- d. A certificate showing continued maintenance of such insurance shall be on file with the EDA during the term of this Agreement.
- e. The EDA does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

EDA: Cook County and Grand Marais Joint Economic
Development Authority
425 W. Highway 61, Suite B
PO Box 597
Grand Marais, MN 55604
Attn: Executive Director

Mike Larson: Mike Larson
PO Box 176
Lutsen, MN 55612

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the EDA with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance

with the laws of the State of Minnesota.

13. Force Maieure

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date of attestation shown below.

**Cook County and Grand Marais Joint
Economic Development Authority**

By:

Steve Surbaugh
Its: Board President

By:

Theresa Bajda
Its: Executive Director

Mike Larson

By:

Individual

Date:

Exhibit A

Golf Course Report Development

- Research and summarize following areas of consideration:
 - History of Superior National at Lutsen Golf Course (1987-present)
 - Past and current reports prepared by independent third-party consultants, Superior National staff, or EDA as it relates to the Economic Impacts of golf course operations and related developments
 - Past and present golf course marketing efforts
 - Maintenance and capital improvement (1987-present)
 - 2014 course improvement project and bond obligations
 - State of current golf course operations
- Research and recommend future operating and capital requirements to maintain Superior National at Lutsen as a “destination golf course”
 - Management, staffing, funding, marketing, other considerations
- Summarize current golf course deficiencies and their impact on operations as a “destination golf course” as informed by research
- Attend public meetings as requested by EDA Executive Director, including but not limited to: EDA Board Meetings, consultant meetings, Cook County Board of Commissioners, Cook County Chamber of Commerce, Visit Cook County, Heritage HOA

\$12,000

Total Contract Amount not to exceed \$12,000

**COOK COUNTY AND GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY
STATE OF MINNESOTA
COOK COUNTY**

RESOLUTION NO. 2023-26

**RESOLUTION AUTHORIZING A CONSULTING AGREEMENT WITH NORTHLAND FOUNDATION FOR SMALL
BUSINESS CONSULTING FOR A TOTAL AMOUNT NOT TO EXCEED \$49,980**

WHEREAS, the Board of Commissioners of the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) have determined that small business consultation through the Small Business Development Center (“SBDC”) is of significant value to Cook County and furthers the mission of the EDA; and

WHEREAS, Northland Foundation has partnered with the EDA to facilitate hosting a SBDC consultant in Cook County, pledging their financial reimbursement support of up to \$49,980 for year 2024.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the EDA hereby authorize a consulting agreement with Northland Foundation, substantially in the form attached hereto as Exhibit A, in an amount not to exceed \$49,980.

_____ Ex. Dir.

December 19, 2023

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize the Board of Commissioners of the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) to approve a consulting agreement with Northland Foundation in an amount not to exceed \$49,980 for year 2024. Northland Foundation partners with the EDA to provide small business consulting via a qualified Small Business Development Center (“SBDC”) consultant. Pat Campanaro will remain as the SBDC consultant, with office space provided by the EDA at no cost to Northland Foundation or Pat Campanaro. The EDA authorizes payment to Pat Campanaro monthly upon receipt of services/consulting hours. Northland Foundation reimburses the EDA for said amount, under the terms of this consulting agreement.

Board member _____ moved the adoption of the foregoing resolution, and said motion was duly seconded by Board member _____, and upon vote being taken thereon, the following voted in favor thereof:

Abstention:

and the following voted against the same:

Whereupon said resolution was declared adopted by the Cook County and Grand Marais Joint Economic Development Authority this 19th day of December 2023.

ATTEST: _____

Steve Surbaugh – Board President

CONSULTING AGREEMENT

Cook County/Grand Marais Economic Development Authority (Consultant) agrees to furnish to the Northland Foundation the following services from January 1, 2024 to December 31, 2024.

Description of services to be provided:

Small Business Consultant (*See Exhibit A*).

Any change to the description of services, whether or not the change requires additional time and/or resources, must be approved by the Northland Foundation in a signed Addendum to this consulting agreement before the proposed changes to the described services are performed and before payment can be authorized.

Compensation

The Northland Foundation agrees to pay Consultant a fee of up to \$49,980.00 (forty-nine thousand nine hundred eighty) for the duration of this Agreement at a rate of \$60 per hour and for 833 hours of direct consulting and preparation time.

Terms of Payment

To receive payment for services and expenses, consultants must submit an invoice which includes specific dates of service and documentation of work performed as well as receipts for expenses. The Northland Foundation will pay uncontested invoices within 30 days of receipt of invoice. Invoices will be generated by the Northland Foundation using direct consulting and preparation time entered into Neoserra by the consultant. Pre-approved professional development time will also be included on the invoice. Invoices will be emailed to each consultant for review monthly. Consultants will have a minimum of 1 business day to review invoices and contest any issues before they are approved by the Northland Foundation for payment. In most circumstances, contractors will have 1.5 to 2 business days to review invoices prior to their approval. Invoicing for 2024 will follow the dates in the table below.

End of Month	Neoserra data entry completed by:	Northland to send invoices to contractors by:	Contractor to review within 1.5 business days or by (whichever is earlier):
12/31/2023	1/3/2024	1/5/2024	1/9/2024
1/31/2024	2/2/2024	2/7/2024	2/9/2024
2/28/2024	3/4/2024	3/6/2024	3/8/2024
3/31/2024	4/2/2024	4/5/2024	4/9/2024
4/30/2024	5/2/2024	5/7/2024	5/9/2024
5/31/2024	6/4/2024	6/7/2024	6/11/2024
6/30/2024	7/3/2024	7/5/2024	7/9/2024
7/31/2024	8/2/2024	8/7/2024	8/9/2024
8/31/2024	9/4/2024	9/6/2024	9/10/2024
9/30/2024	10/2/2024	10/7/2024	10/10/2024
10/31/2024	11/4/2024	11/7/2024	11/11/2024
11/30/2024	12/3/2024	12/6/2024	12/10/2024
12/31/2024	1/3/2025	1/8/2025	1/10/2025

Independent Contractor

The Consultant is considered an independent contractor and not an employee of the Northland Foundation. No statement contained in the Agreement shall be construed so as to find the Consultant to be an employee of the Northland Foundation. It is understood that the Consultant shall use independent, professional discretion in performing the services outlined in the Agreement. This Consultant shall be self-directed and shall determine his or her own methods, work schedule and other operational work details. The Northland Foundation will define the Consultant's study objectives, but the Northland Foundation does not direct or control the Consultant's work. The Northland Foundation expects that business and personal liability insurance coverage be the responsibility of the Consultant.

Any and all income tax return that you file with appropriate federal or state taxing authorities must indicate your status as self-employed. You will not be treated by the Foundation as an employee for purposes of the Federal Insurance Contributions Act, the state laws including, without limitation, those pertaining to workers' compensation, unemployment compensation, and state income tax withholding. As a contractor, you do not qualify for any employee benefits that the Foundation provides to its employees including, without limitation, insurance, vacations, and pension benefits.

Cancellation of Agreement

Consultant reserves the right to terminate this agreement upon 30 days notice with no penalty.

The Northland Foundation shall also reserve the right to terminate this agreement upon 30 days notice and upon making all final payments to consultant for services completed.

This Agreement is binding on the parties and their successors and assigns. This Agreement cannot be modified except by written instrument signed by the parties. This Agreement sets forth the full and final agreement on the subject matter hereof and supersedes all prior and contemporaneous negotiations or agreements, whether oral or written. This Agreement shall be governed in accordance with Minnesota law.

NORTHLAND FOUNDATION:

Vicki Hagberg
Regional Director, Northland Small Business Development Center

Date

CONSULTANT:

Steve Surbaugh, EDA Board President

Date

SCOPE OF WORK**FOR THE PERIOD OF January 1, 2024 TO December 31, 2024**

Under the direction of the Regional Small Business Development Center Director, Consultant will provide consulting to entrepreneurs and business owners concerning the formation, management, financing, and operation of a business enterprise. Consulting may be conducted face to face, by telephone, or through the Internet. Consulting may include a reasonable amount of preparation time.

Consultant will provide technical service consulting at a rate of \$60.00 per hour not to exceed \$49,980.00. Costs to be paid by the Northland Foundation should appear on each invoice and be submitted along with documentation of services provided to entrepreneurs and businesses through reports from the MN Small Business Development Center (SBDC) database, Neoserra. Invoicing shall follow the processes and calendar identified in **Terms of Payment** of the Consulting Agreement.

1. Consultant will meet the core competencies of the Association of Small Business Development Centers (ASBDC) network and have the professional, educational requirements established by the MN SBDC Network.
2. Consultant will not recommend the purchase of goods and/or services which they have an interest in or represent.
3. Consultant will not accept fees or commissions from third parties who have supplied goods and/or services on consultant's recommendation to the SBDC client,
4. Consultant will not accept fees or commissions from the SBDC client for services provided as a consultant during the SBDC engagement, nor;
5. Consultant will not solicit the private engagement of services at any time during, or within six (6) months subsequent to, the term of consultant's engagement with the SBDC client.
6. In order to be compensated, Consultant **will do the following:**
 - Document all time related to this business consulting contract into Neoserra.
 - The Consulting Record Form will be used for client tracking in the Neoserra client tracking system.
 - Each client record will contain details of the assistance provided consistent with the requirements of the MN SBDC Network.
 - Client records will be maintained in a timely manner, updated no less than weekly.
 - Consultant will utilize the on-line Request for Consulting when appropriate, and will forward to the Regional SBDC office all Requests for consulting forms (641's) and will maintain in the Consultant office all backup data relevant to the assistance provided to the client, e.g. business financials, marketing plans, business plans.
 - Consultant may only request compensation for consulting services provided to clients that have filled out and signed a Request for consulting (form 641).
 - Narratives of the consulting record must substantiate the number of hours spent with the client and be detailed enough so that a consultant or reviewer not associated with the case can clearly understand the work completed and be reasonably prepared to continue to serve the client.
 - All non-client activity will be recorded in Neoserra under professional development. Professional development activity must be pre-approved by the Regional Director or Associate Director to be considered for compensation.
7. Consultant agrees to hold strictly confidential all information obtained during the course engagement with their clients unless otherwise directed by SBDC administrator.
8. Consultant acknowledges receipt of the SBDC Conflict of Interest Policy and agree to abide by all provisions of that Policy.
9. Consultant will abide by all of SBDC's rules, policies and procedures when on SBDC's property including, but not limited to, the prohibition of the use of drugs and alcohol, as well as the banning of weapons.
10. Consultant agrees to defend, indemnify and hold SBDC harmless from any and all claims, causes of action, expenses, damages or costs (including reasonable attorney's fees) arising from or related to the performance of this Agreement by Consultant, or its officers, directors, agents or employees, or arising out of or related to any defects or deficiencies in the goods and/or services furnished under this Agreement.
11. If Consultant is interviewed by a newspaper, magazine, or other media source, the Consultant agrees to use best efforts to highlight affiliation with the SBDC.

**COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY
STATE OF MINNESOTA
COOK COUNTY**

RESOLUTION NO. 2023-27

**RESOLUTION AUTHORIZING A FIRST AMENDMENT TO THE 2023 EMPLOYMENT AGREEMENT WITH
AARON DAVIES RELATED TO GOLF COURSE SUPERINTENDENT DUTIES**

WHEREAS, an employment agreement was executed effective January 1, 2023 between the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) and Aaron Davies for Golf Course Superintendent employment services for the period of January 1, 2023 through April 30, 2024; and

WHEREAS, the executed version did not include language related to an annual bonus compensation.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the EDA hereby authorize a first amendment to the existing employment agreement by adding language that allows for optional annual bonus compensation, as set forth in attached Exhibit A.

_____ Ex. Dir.

December 19, 2023

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize the Board of Commissioners of the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) to approve a first amendment to the existing employment agreement with Aaron Davies to perform Golf Course Superintendent duties at Superior National at Lutsen Golf Course. The employment agreement executed and effective January 1, 2023 did not have necessary language related to an annual bonus compensation. The attached amendment reflects this revised language.

Board member _____ moved the adoption of the foregoing resolution, and said motion was duly seconded by Board member _____, and upon vote being taken thereon, the following voted in favor thereof:

Abstention:

and the following voted against the same:

Whereupon said resolution was declared adopted by the Cook County/Grand Marais Joint Economic Development Authority this 19th day of December 2023.

ATTEST:

Steve Surbaugh – Board President

**EMPLOYMENT AGREEMENT AARON DAVIES
FIRST AMENDMENT**

THIS FIRST AMENDMENT, made retroactively effective as of January 1, 2023, by and between Aaron Davis (the "Employee"), and the Cook County/Grand Marais Joint Economic Development Authority (EDA, the "Employer").

WHEREAS, the EDA and Employee entered into an Employment Agreement effective January 1, 2023; and

WHEREAS, the parties desire to amend the Employment Agreement to include language related to annual bonus compensation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties agree as follows:

1. Except as otherwise defined in this First Amendment, terms defined in the Employment Agreement and used herein shall have the meaning assigned to them in the Employment Agreement.
2. Paragraph 1.2, Section a is hereby amended as follows:
 - a. Salary: Employee shall be paid \$74,667 by the Employer for his services hereunder for the period January 1, 2023 through April 30, 2024. Compensation will be paid in bi-weekly installments during the Employment Period. Employer may, but shall not be required to, pay to the Employee annual bonus compensation in such amount, and at such time, as determined by the General Manager of the Golf Course and EDA Board of Commissioners.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

EMPLOYEE:

_____ Date: _____
Aaron Davies, Golf Course Superintendent

EMPLOYER:

_____ Date: _____
President, Board of Commissioners
Cook County/Grand Marais Joint Economic Development Authority

**COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY
STATE OF MINNESOTA
COOK COUNTY**

RESOLUTION NO. 2023-28

**RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENTS WITH HEATH EKSTROM AND AARON DAVIES
TO SUPPORT OPERATIONS AT SUPERIOR NATIONAL AT LUTSEN GOLF COURSE IN 2024**

RESOLVED, that the Board of Commissioners of the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) hereby authorize an employment agreement with Heath Ekstrom for Business Manager/Head Professional services at Superior National at Lutsen Golf Course, substantially in the form attached as Exhibit A, payable from Superior National Operations Fund.

FURTHER RESOLVED, that the Board of Commissioners of the EDA hereby authorize an employment agreement with Aaron Davies for Golf Course Superintendent services at Superior National at Lutsen Golf Course, substantially in the form attached as Exhibit B, payable from Superior National Operations Fund.

_____ Ex. Dir.

December 19, 2023

STATEMENT OF PURPOSE:

The purpose of this resolution is to authorize two employment agreements to support operations and management of Superior National at Lutsen Golf Course. Consistent with Exhibit A, the agreement with Heath Ekstrom will provide experienced Business Manager/Head Professional services. Consistent with Exhibit B, Aaron Davies will provide experienced Golf Course Superintended services. These agreements are effective January 1, 2024 through December 31, 2024 and payable from Superior National at Lutsen’s Operations Fund.

Board member _____ moved the adoption of the foregoing resolution, and said motion was duly seconded by Board member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared adopted by the Cook County and Grand Marais Joint Economic Development Authority this 19th day of December 2023.

ATTEST:

Steve Surbaugh – Board President

EXHIBIT A

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made effective as of January 1, 2024, by and between Heath Ekstrom (the “Employee”), and the Cook County/Grand Marais Joint Economic Development Authority (“Employer”).

RECITALS

- A. The Employer wishes to employ an experienced person as “Business Manager/Head Professional” at Superior National at Lutsen (“Golf Course”), located in Lutsen, Minnesota, and to structure the efforts of said Manager subject to the terms and conditions of this agreement.
- B. The Employee possesses the necessary training, background, experience, and qualifications to fulfill the needs of Employer and is willing to perform services for the Employer as Business Manager/Head Professional subject to the terms and conditions of this agreement.
- C. “Manager” is the Executive Director of the Employer or their designated agent.

NOW THEREFORE, in consideration of the premises recited above, and the mutual promises contained herein and as attached, the Employer and Employee agree to the following terms and conditions.

TERMS AND CONDITIONS

1. EMPLOYMENT

1.1.DUTIES

The Employer agrees to employ Employee as its Business Manager/Head Professional and to have employee report to and be accountable to the Manager. The Employee accepts such employment and agrees to his best effort and full-time service necessary to meet the Employer’s requirements of the position of Business Manager/Head Professional as further described below and further described in Operations section of this Agreement.

1.2.COMPENSATION

During the Employment Period, Employee shall be compensated as follows:

- a. Salary: Employee shall be paid \$77,000 per annum, adjusted annually to accommodate cost-of-living increases, as appropriate and determined by Employer, for Employee’s services hereunder the Employment Period, to be paid in bi-weekly installments during the Employment Period.

- b. Expenses: Employee shall be reimbursed for travel and other authorized expenses incurred in conducting business on behalf of the Employer upon proper documentation and at rates and amounts approved by the Manager and only when authorized by the Manager prior to such expenses being incurred.

Additional expenses for Employee's career development, education or other indirectly related activities shall be reimbursed only when authorized by the Manager prior to such expenses being incurred.

- c. Benefits:
 - 1. Retirement: The Employee will be eligible for PERA. The Employer will contribute up to 7.5% of gross based wage as reflected in Section 1.2 (a) of this Agreement, and the Employee will contribute 6.5% of the base wage.
 - 2. Health: Employee shall not be entitled to any compensation or reimbursement for expenses incurred in connection with Health or Life Insurance. Employee is not entitled to any other so-called "fringe benefits" of any nature whatsoever except as shown below.
 - 3. Vacation: Employee shall be entitled to four (4) week vacation annually. Vacation is to be taken at such time as approved by the Manager; such approval will not be unreasonably withheld. The first 48 hours of vacation used each year counts as Earned Sick and Safe Time (ESST) in compliance with Minnesota Statute 181.9445 to 181.9448.
 - 4. Clothing Allowance: Employer will provide up to \$250, at invoice cost to Golf Course, for professional clothing for Employee.

OPERATIONS

Employee shall be required, during the term hereof, to perform the following operations in connection with the Golf Course.

A. SALES OF GOLF MERCHANDISE

Employee shall purchase and maintain a stock of golf merchandise in the Golf Course Pro Shop to serve the playing public.

The Employee, at his discretion, may sell taxable and non-taxable merchandise to Employees and volunteers of the Golf Course for a price less than the price charged to the general public, such discount to be set by Manager. The Employer recognizes the value of promoting the Golf Course through its golf course employees wearing apparel depicting Superior National at Lutsen Golf Course.

B. EXCLUSIVE USE OF LOGO AND NAME

The Employer has exclusive use of the Superior National at Lutsen Golf Course logo, and the words “Superior National at Lutsen” for merchandise sales within the pro shop located at the Superior National at Lutsen Golf Course in Lutsen, Minnesota during the Employment period. Any use of the logo or words “Superior National at Lutsen” outside the pro shop must first be authorized by the Employer.

C. FOOD AND BEVERAGE SALES

The Employee shall manage the food and beverage operations and the food and beverage cart, including the sale of beer and alcohol, in compliance with the liquor license issued to the Cook County/Grand Marais Joint Economic Development Authority. The Employee shall set and post business hours for food and beverage operations according to the season, subject to the approval by Employer.

Employee shall, in furtherance of his obligations hereunder, have the right to enter into Agreements with food/beverage vendors, subject to approval by the Employer. Should the Employee enter into agreement(s) with third parties, he shall have the responsibility to ensure that such agreements comply with all relevant laws and regulations, as well as to supervise such operations to ensure that they are operated in a manner consistent with the high-quality standards the Employer requires.

The Employee, at his discretion, may sell food and beverage items to golf course employees and volunteers (when on the work schedule) for a price less than the prices charged to the general public, such discount to be set by Manager.

D. GOLF INSTRUCTION, CLUB RENTAL AND CLUB REPAIR

The Employee, and his staff, shall provide the following services at the Golf Course: Golf lessons, rental of golf clubs, and repair of golf clubs. Charges for rentals and repairs shall be set by the Employee and revenue collected for these activities shall belong to the Golf Course. Revenues collected for golf lessons shall belong to the Employee.

E. POWER GOLF CARS AND GOLF CARTS

Employee shall be responsible for the use of power golf cars and pull carts to players. Employee shall manage power golf cars and golf cart inventory, purchase and/or lease as authorized by the Manager. The decision to allow cars/carts on the course shall, on any given day, be determined by the Employee after consulting with Superintendent. All revenues from the rental of power golf carts or pull carts shall be the property of the Employer.

F. GOLF RANGE

Employee shall be responsible for the operation of the golf range, weather permitting, from approximately May 1st to October 31st, and shall rent practice balls in the area provided by Employer for that purpose.

G. OWNERSHIP OF MONIES

Employee and Employer acknowledge that all revenues from the golf course, no matter from what source, are the property of the EDA and shall be deposited into an EDA account designated for that purpose. The funds are subject to the laws, rules and regulations relating to monies of a political subdivision of the State of Minnesota.

2. TERMS OF AGREEMENT

This agreement remains in force until December 31, 2024, unless terminated or renewed pursuant to this paragraph.

2.1.DURATION

The term “Employment Period”, shall mean from January 1, 2024, to December 31, 2024. The Business Manager/Head Professional shall attend regular monthly Superior National Board of Governors and EDA Board Meetings outside the Employment Period when requested by Manager and shall also be available for other meetings or events as requested by the Manager with such meetings considered to be included under the Salary Compensation of this Agreement.

2.2.RENEWAL

This agreement may be renewed by Employer and Employee. Renewal shall require an affirmative vote by the Employer’s Board of Commissioners or Manager responsible for the management of the golf course. If the Employer does not intend to renew this Agreement, Manager shall give the Employee notice in writing thirty (30) days prior to this expiration of this agreement.

In the event that Employer and Employee elect to renew this Agreement, Employee and Employer will renew the terms of such agreement in writing.

3. AUTHORITY

Employer represents that it has the authority to enter into this Agreement and will ensure that whatever corporation authority necessary is obtained to make this binding obligation. Employee represents that he is willing and wishes to enter this agreement.

4. EFFECTIVE DATE

This agreement shall be effective as of January 1, 2024.

5. PERFORMANCE REVIEW

A job Performance Review shall be conducted between the Manager's designated agent or committee for such purposes and the Employee following the completion of the season. However, this will occur no later than October 31. Job performance reviews will be based upon the duties and responsibilities described herein and appended hereto. The Performance Review will also be closely tied to operating budget items under the control of, or strongly influenced by, the Club House Manager.

6. GENERAL

6.1 NOTICES

All notices, consents or other communications shall be in writing and be deemed to have been given if delivered personally or sent by prepaid first class registered or certified mail, or, presented as an agenda item at a regularly scheduled board meeting of Employer and recorded in the minutes of the meeting.

Mail correspondence:

a. In case of Employee to:

Heath Ekstrom
PO Box 132
Lutsen, MN 55612
-or-

b. In case of Employer to:

Cook County/Grand Marais Joint EDA
Attn: Executive Director
PO Box 579
Grand Marais, MN 55604

6.2 This Agreement may be amended, modified, superseded, cancelled, renewed or extended and the terms or promises in this Agreement may be waived, only by a written instrument, executed by each party, or in the case of a waiver, by the party waiving compliance.

6.3 The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

6.4 The rights and obligations of the parties of this Agreement shall survive the expiration of its terms to the extent that performance is required of either party hereunder subsequent to such expiration.

6.5 This Agreement shall be governed by and construed and in accordance with laws of the State of Minnesota applicable to Agreements made and performed entirely in Minnesota.

6.6 This Agreement constitutes the entire Agreement of the Employer and the Employee with respect to the subject matter hereof and supersedes any prior agreements or arrangements between the Employer and the Employee relating to the same subject matter.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date of attestation shown below.

Heath Ekstrom:

_____ Date: _____
Heath Ekstrom, an Individual

Cook County/Grand Marais Joint Economic Development Authority:

By:

_____ Date: _____
Theresa Bajda, Its Executive Director

By:

_____ Date: _____
Steve Surbaugh, Its Board President

EXHIBIT B

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made effective as of January 1, 2024, by and between Aaron Davies (the “Employee”), and the Cook County/Grand Marais Joint Economic Development Authority (“Employer”).

RECITALS

- A. The Employer wishes to employ an experienced person as “Golf Course Superintendent” at Superior National at Lutsen (“Golf Course”), located in Lutsen, Minnesota, and to structure the efforts of said Superintendent subject to the terms and conditions of this agreement.
- B. The Employee possesses the necessary training, background, experience, and qualifications to fulfill the needs of Employer and is willing to perform services for the Employer as Golf Course Superintendent subject to the terms and conditions of this agreement.
- C. “Manager” is the Executive Director of the Employer or their designated representative.

NOW THEREFORE, in consideration of the premises recited above, and the mutual promises contained herein and as attached, the Employer and Employee agree to the following terms and conditions.

TERMS AND CONDITIONS

1. EMPLOYMENT

1.1.DUTIES

The Employer agrees to employ Employee as its Golf Course Superintendent and to have employee report to and be accountable to the Manager or their designated representative. The Employee accepts such employment and agrees to his best effort and full-time service necessary to meet the Employer’s requirements of the position of Golf Course Superintendent as further described below and further described in Operations section of this Agreement.

1.2.COMPENSATION

During the Employment Period, Employee shall be compensated as follows:

- a. Salary: Employee shall be paid \$70,000 per annum, adjusted annually to accommodate cost-of-living increases, as appropriate and determined by Employer, for Employee’s services hereunder the Employment Period, to be paid in bi-weekly installments during the Employment Period.

- b. Expenses: Employee shall be reimbursed for travel and other authorized expenses incurred in conducting business on behalf of the Employer upon proper documentation and at rates and amounts approved by the Manager and only when authorized by the Manager prior to such expenses being incurred.

Additional expenses for Employee's career development, education or other indirectly related activities shall be reimbursed only when authorized by the Manager prior to such expenses being incurred.

- c. Benefits:
 - 1. Retirement: The Employee will be eligible for PERA. The Employer will contribute up to 7.5% of gross based wage as reflected in Section 1.2 (a) of this Agreement, and the Employee will contribute 6.5% of the base wage.
 - 2. Health: Employee shall not be entitled to any compensation or reimbursement for expenses incurred in connection with Health or Life Insurance. Employee is not entitled to any other so-called "fringe benefits" of any nature whatsoever except as shown below.
 - 3. Vacation: Employee shall be entitled to four (4) week vacation annually. Vacation is to be taken at such time as approved by the Manager; such approval will not be unreasonably withheld. The first 48 hours of vacation used each year counts as Earned Sick and Safe Time (ESST) in compliance with Minnesota Statute 181.9445 to 181.9448.

OPERATIONS

Employee shall be required, during the term hereof, to perform the following operations in connection with the Golf Course.

- A. Employee shall maintain golf course in maximum playing condition while remaining within budgetary guidelines. Employee shall oversee the care and maintenance of the grounds, ornamental plants, shrubs, trees, etc. on the facility grounds.
- B. Ensure proper completion of all course remodeling or special projects as assigned.
- C. Assist Employer and/or their assignees with questions or suggestions regarding course condition or recommendation for change.
- D. Manage equipment, materials, and resources of golf course buildings and grounds.
- E. Assign maintenance tasks and manage designated staff in day-to-day operations, maintenance or capital improvement projects of golf course.
- F. Schedule and complete regular and seasonal/yearly maintenance duties to ensure health of the course, to include but not limited to: watering, fertilizing, topdressing, drainage, verticutting.

- G. Determine in coordination with Business Manager/Head Professional when to allow cars/carts on the course on any given day giving weather and course conditions.
- H. Employee and Employer acknowledge that all revenues from the golf course, no matter from what source, are the property of the EDA and shall be deposited into an EDA account designated for that purpose. The funds are subject to the laws, rules and regulations relating to monies of a political subdivision of the State of Minnesota.

2. TERMS OF AGREEMENT

This agreement remains in force until December 31, 2024, unless terminated or renewed pursuant to this paragraph.

2.1.DURATION

The term “Employment Period”, shall mean from January 1, 2024, to December 31, 2024. The Golf Course Superintendent shall attend regular monthly Superior National Board of Governors and EDA Board Meetings outside the Employment Period when requested by Manager and shall also be available for other meetings or events as requested by the Manager with such meetings considered to be included under the Salary Compensation of this Agreement.

2.2.RENEWAL

This agreement may be renewed by Employer and Employee. Renewal shall require an affirmative vote by the Employer’s Board of Commissioners or Manager responsible for the management of the golf course. If the Employer does not intend to renew this Agreement, Manager shall give the Employee notice in writing thirty (30) days prior to this expiration of this agreement.

In the event that Employer and Employee elect to renew this Agreement, Employee and Employer will renew the terms of such agreement in writing.

3. AUTHORITY

Employer represents that it has the authority to enter into this Agreement and will ensure that whatever corporation authority necessary is obtained to make this binding obligation.

Employee represents that he is willing and wishes to enter this agreement.

4. EFFECTIVE DATE

This agreement shall be effective as of January 1, 2024.

5. PERFORMANCE REVIEW

A job Performance Review shall be conducted between the Manager’s designated agent or committee for such purposes and the Employee following the completion of the season.

However, this will occur no later than October 31. Job performance reviews will be based

upon the duties and responsibilities described herein and appended hereto. The Performance Review will also be closely tied to operating budget items under the control of, or strongly influenced by, the Manager.

6. GENERAL

6.1 NOTICES

All notices, consents or other communications shall be in writing and be deemed to have been given if delivered personally or sent by prepaid first class registered or certified mail, or, presented as an agenda item at a regularly scheduled board meeting of Employer and recorded in the minutes of the meeting.

Mail correspondence:

a. In case of Employee to:

Aaron Davies
5267 Cooper Road
Silver Bay, MN 55614

-or-

b. In case of Employer to:

Cook County/Grand Marais Joint EDA
Attn: Executive Director
PO Box 579
Grand Marais, MN 55604

6.2 This Agreement may be amended, modified, superseded, cancelled, renewed or extended and the terms or promises in this Agreement may be waived, only by a written instrument, executed by each party, or in the case of a waiver, by the party waiving compliance.

6.3 The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

6.4 The rights and obligations of the parties of this Agreement shall survive the expiration of its terms to the extent that performance is required of either party hereunder subsequent to such expiration.

6.5 This Agreement shall be governed by and construed and in accordance with laws of the State of Minnesota applicable to Agreements made and performed entirely in Minnesota.

6.6 This Agreement constitutes the entire Agreement of the Employer and the Employee with respect to the subject matter hereof and supersedes any prior agreements or arrangements between the Employer and the Employee relating to the same subject matter.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date of attestation shown below.

Aaron Davies:

_____ Date: _____
Aaron Davies, an Individual

Cook County/Grand Marais Joint Economic Development Authority:

By:

_____ Date: _____
Theresa Bajda, Its Executive Director

By:

_____ Date: _____
Steve Surbaugh, Its Board President



December 1, 2023

Friends,

As the New Year approaches multiple businesses here are deep into analyzing 2023 and tweaking 2024 business plans.

In November I logged 51.5 hours with 29 clients in 45 meetings. I also attend our annual compliance training which reviewed the SBA's expectations for our professional conduct on the job and certified the confidentiality aspect of our work with clients.

In this session we also shared best practices on Intrapreneurship – a group knowledge share on a topic that we have found interesting and valuable in the past year. I created the attached presentation on coopetition, and shared an HBR document highlighting how this concept can work and the benefits it brings to the business community.

Good news: Northland extended our 2023 contract to cover my December hours!

Highlights shared with the broader community:

- A low interest loan program from the Northland Foundation for commercial construction and rehabilitation in northeast Minnesota. The Northland Foundation is rolling out a pilot program, along with significant loan capital, to boost commercial construction and rehabilitation on main streets throughout the region. Northland has \$5 million to deploy over the next two years. Gap financing will support projects within our service area, ideally in partnership with a bank loan. The program is primarily aimed at small businesses with \$1 million or less in revenues. Loans will top out at \$500,000 with interest ranging from 3% to 5%. Amortization can stretch over 20 years
- Border Cities Grant Program: Grants of up to \$50,000 each are available to businesses in MN counties and Tribal nations bordering Canada that lost at least 10% in revenues due to the closure of the Canadian border since 2020 and/or the 2021 BWCA closure. Applications taken until January 12, 2024. Learn more and apply at <https://northlandfdn.org/grants/special-grants.php> Note eligibility is determined by uploading 2019 and 2021 tax returns that demonstrate at least a 10% reduction in 2021 compared to 2019.
- Participated in Small Business Saturday with AMEX swag and tips on how to increase business that weekend.
- Offered clients an business expense and tracking training through Northland and reminded everyone that LLC's need to be renewed on yearly basis.
- Collaborated with Rovena Claxton and presented a workshop through Cook County Higher Education on how to prepare your business for Minnesota's Earned Sick and Safe Time. An employee benefit effective 1-1-2024.
- Collaborated with Theresa to closeout TABR loan program.

I am excited and looking ahead to 2024, maintaining and growing our local economy.

Pat
pcampanaro@gmail.com
651-336-2964



CO·OP·E·TI·TION
/KŌ ,ÄPƏ 'TISH(Ə)N

NOUN

COLLABORATION BETWEEN BUSINESS COMPETITORS, IN THE
HOPE OF MUTUALLY BENEFICIAL RESULTS.

SCARCE RESOURCES DEMAND A DIFFERENT APPROACH

- COOPETITION IS THE ACT OF COOPERATION BETWEEN COMPETING COMPANIES BY FORMING A STRATEGIC ALLIANCE DESIGNED TO HELP BOTH COMPANIES.
- COOPETITION INCLUDES A MIXTURE OF COOPERATION WITH SUPPLIERS, CUSTOMERS, AND FIRMS.
- GOAL MOVE THE MARKET FROM A ZERO-SUM GAME, WHERE A SINGLE WINNER TAKES ALL, TO AN ENVIRONMENT IN WHICH THE END RESULT BENEFITS THE WHOLE AND MAKES EVERYONE MORE PROFITABLE.



BENEFITS

- ACCESS TO NEW MARKETS
- INCREASED INNOVATION AND CREATIVITY
- RISK MITIGATION
- COST EFFICIENCIES
- RELATIONSHIPS / INCREASED TRUST

EXAMPLES OF COOPETITION COST SAVINGS/ AVOID DUPLICATION

- COVID 19 VACCINE DEVELOPMENT
- EMPLOYEE SHARES
- EQUIPMENT SHARES
- BASIC NEEDS
- GUNFLINT TRAIL