COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING AGENDA

Tuesday, November 9, 2021, 4:00 PM

Cook County Commissioner's Room | Cook County Courthouse, Grand Marais, Minnesota

To diversify the economy, create employment through retention and expansion of existing businesses and development of new businesses, support the development of housing, and increase the tax base.

4:00 PM CALL TO ORDER

Public Comments

Adjustments to and approval of Agenda (motion)

Approval of October 12, 2021, Minutes (motion)

4:05 PM NEW BUSINESS

End of Season Report Superior National at Lutsen -Marketing Team

Superior National Loan Agreement – Annual Section 7.3 Letter

Resolution 21-14 Authorize Beth Drost to Sign and Authorize

Resolution 21-16 CCHS IRRR Community Infrastructure Grant: Apply, Solicit Bids, and Accept Funds

Update to Memorandum of Understanding with Minnesota Housing Partnership

Consider Offer on Lot 7 Block 4 – Forrest Parsons

Consider Offer on 8 Block 5 – Carmen and Chris Skildum

Information Only Housing Study-Focus for RFP

4:30 PM FINANCIALS

Golf Course Financials (forward to audit)

EDA Financials (forward to audit)

EDA Payments (motion to approve)

4:45 PM OLD AND ONGOING BUSINESS - UPDATES AS NEEDED

SBDC Director's Report

EDA Director's Report

5:15 PM OTHER BUSINESS

Next meeting December 14, 2021

WTIP interview?

Adjourn

ARTICLE VI USE OF LOAN PROCEEDS; COMPLETION OF PROJECT

- Section 6.1 Use of Loan Proceeds. The Authority shall use the proceeds from the Loan solely for construction and equipping the Project in accordance with an approved Project Budget and to pay the items set forth in Section 2.2 hereof.
- Section 6.2 Completion; Operation of the Project. The Authority agrees to contract for construction and complete the Project according to the schedule set forth in Section 5.2, subject to Force Majeure. The Golf Course, including the Project, must be used as a public golf course and for no other uses.
- Section 6.3 Amendment to Construction Contract Documents. Any material change in the Construction Contract Documents shall be approved by the County.

ARTICLE VII TAX EXEMPT STATUS; SALE AND TRANSFER

- Section 7.1 Public Ownership. The Authority acknowledges and agrees that the Loan is being funded with the proceeds of the Bonds, the interest on which is generally exempt from federal and State of Minnesota income taxes, and as a result thereof, all of the Real Property and the Golf Course must be owned by a public entity, such as the Authority.
- **Section 7.2 Preservation of Tax-Exempt Status.** In order to preserve the tax-exempt status of the County Bonds, the Authority agrees as follows:
 - 7.2.1 It will not use the Real Property or the Golf Course, or use or invest the Grant or any other sums treated as "bond proceeds" under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.
 - 7.2.2 It will, upon written request, provide the County all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the Bonds.
 - 7.2.3 It will, upon the occurrence of any act or omission by the Authority that could cause the interest on the Bonds to no longer be tax-exempt and, upon direction from the County Auditor, take such actions and furnish such documents as the County Auditor determines to be necessary to ensure that the interest to be paid on the Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or the Golf Course so that none of the net proceeds of the Bonds will be used, directly or indirectly, in an "unrelated trade or

business" or for any "private business use" (within the meaning of Sections 14l(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

- 7.2.4 It will not otherwise use any of the Loan proceeds, including earnings thereof, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the Bonds, nor otherwise omit, take, or cause to be taken any action necessary to maintain such tax-exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.
- Section 7.3 Operation of the Golf Course. The Golf Course must be used by the Authority or the Authority must cause the Golf Course to be used for the operation of a public recreation area (the "Governmental Program").

The Authority may enter into a Use Contract with a third party for the operation of all or any portion of the Real Property and/or the Golf Course; provided that all such Use Contracts must have been approved, in writing, by the County and fully comply with all of the provisions contained in Section 7.4.

The Authority must, whether it is operating the Real Property and/or the Golf Course or has contracted with a third party under a Use Contract to operate all or any portion of the Real Property or the Golf Course, annually determine that the Real Property and the Golf Course are being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the County.

- Section 7.4 Use Contracts. The Authority may enter Use Contracts for various portions of the Real Property or the Golf Course; provided that each and every Use Contract that the Authority enters into must comply with the following requirements:
 - 7.4.1 The purpose for which it was entered into must be to operate the Governmental Program.
 - 7.4.2 It must contain a provision setting forth the statutory authority under which the Authority is entering into such contract, and must comply with the substantive and procedural provisions of such statute.
 - 7.4.3 It must contain a provision stating that it is being entered into in order for a third party to operate the Governmental Program and must describe such program.
 - 7.4.5 It must contain a provision that will provide for oversight by the Authority. Such oversight may be accomplished by way of a provision that will require the third party to provide to the Authority: (i) an initial program evaluation report for the first fiscal year that the third party will operate the Governmental Program; (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and

218.387.3112 / director@prosperitynorth.com / www.prosperitynorth.com

November 9, 2021

Cook County Auditor Attn: Braidy Powers 411 West 2nd Street Grand Marais, MN 55604

Dear Mr. Powers:

The Cook County/Grand Marais Joint Economic Development Authority has determined that the Real Property and the Golf Course are being used for the purposes required by and in accordance with Loan Agreement between Cook County, Minnesota and Cook County/Grand Marais Joint Economic Development Authority dated November 20, 2014, Section 6.2 – Completion; Operation of the Project and Section 7.3 – Operation of the Golf Course.

May this letter satisfy the requirements set forth in the Loan Agreement - Section 7.3.

Beth Drost, Executive Director
Cook County/Grand Marais Economic Development Authority

STATE OF MINNESOTA
)
ss.
COUNTY OF COOK
)
The foregoing was acknowledged before me this _____day of ______20__ by
______ the ______ of the Cook County/Grand Marais Joint
Economic Development Authority, a body corporate and politic created and existing under and pursuant to Chapter 469 of the Minnesota Statutes, on behalf of the authority.

Notary Public

425 W Highway 61, PO Box 597, Suite B, Grand Marais, Minnesota 55604 218.387.3112 / director@prosperitynorth.com / www.prosperitynorth.com

RESOLUTION NO. 2021-15

STATE OF MINNESOTA
COUNTY OF COOK
COUNTY/GRAND MARAIS JOINT ECONOMI

COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION AUTHORIZING COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY TO CLOSE ON SALE TO ADAM HARJU AND MICHELE HARJU FOR LOT 12 IN BLOCK 5 AT CEDAR GROVE BUSINESS PARK

WHEREAS, the EDA is a public body politic and corporate and a political subdivision of the State duly organized and existing under the laws of the State. Under the provisions of the Act, the EDA has the power to enter into this Agreement and carry out its obligations hereunder; and

WHEREAS, the authorizing authority owns and is responsible for the sale of lots at Cedar Grove Business Park; and

WHEREAS, the authorizing authority, at the June 8, 2021, regular meeting, accepted an offer of \$22,500 for Lot 12 in Block 5 at Cedar Grove Business Park from Adam Harju and Michele Harju; and following a Public Hearing, on August 5, 2021, unanimously approved the lot sale; and

NOW BE IT RESOLVED that the authorizing authority of the Cook County/Grand Marais Joint Economic Development Authority does adopt this resolution to close on this sale.

Upon vote taken, the following voted:

For: Bev Green, Anton Moody, Virginia Palmer, Ann Sullivan

Against: none

Absent: Howard Hedstrom, Scott Harrison, Carol Mork

Whereupon said Resolution No. 2021-15 was declared duly passed and adopted this 25 day of October 2021

2021.

Beth Drost

Executive Director

DRAFTED BY COOK COUNTY/GRAND MARAIS ECONOMIC DEVELOPMENT AUTHORITY 425 W HIGHWAY 61, SUITE B, PO BOX 597, GRAND MARAIS MN 55604 218-387-3112

) ss.

COUNTY OF COOK

The foregoing was acknowledged before me this 25 day of october 202/by Beth DROST

the Live Suretar of the Cook County/Grand Marais Joint Economic Development Authority, a body corporate and politic created and existing under and pursuant to Chapter 469 of the Minnesota Statutes, on behalf of the authority.

JANET RADLOFF NOTARY PUBLIC MINNESOTA Commission Expires Jan. 31, 2022

5

RESOLUTION NO. 2021-16

218.387.3112 / director@prosperitynorth.com / www.prosperitynorth.com

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

RESOLUTION AUTHORIZING THE COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY TO APPLY FOR AND ACCEPT FUNDS FROM THE IRRRB COMMUNITY INFRASTRUCTURE GRANT PROGRAM IN SUPPORT OF THE COOK COUNTY HISTORICAL SOCIETY ARCHIVAL STORAGE FACILITY

WHEREAS, the EDA is a public body politic and corporate and a political subdivision of the State duly organized and existing under the laws of the State. Under the provisions of the Act, the EDA has the power to enter into this Agreement and carry out its obligations hereunder; and

WHEREAS, the authorizing authority approves of the attached application for the IRRR Community Infrastructure Grant Program in support of the Cook County Historical Society Archival Storage Facility. The project has a total cost of \$580,213 and grant funds sought for the infrastructure portion total \$190,213 which includes civil engineering and site development; and

WHEREAS, the authorizing authority agrees to accept funding for the underlying project if the application is chosen for an award; and

NOW BE IT RESOLVED that the authorizing authority of the Cook County/Grand Marais Joint Economic Development Authority does adopt this resolution.

Upon a vote taken, the following voted:	
For: Against:	
Whereupon said Resolution No. 2021-16 viday of November of the year 2021.	was declared duly passed and adopted this 9 th
Its:	Beth Drost, Executive Director

RESOLUTION NO. 2021-17

425 W Highway 61, PO Box 597, Suite B, Grand Marais, Minnesota 55604 218.387.3112 / director@prosperitynorth.com / www.prosperitynorth.com

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

RESOLUTION AUTHORIZING COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY TO GRANT SIGNING AND AUTHORITY TO BETH DROST, EXECUTIVE DIRECTOR

WHEREAS, the EDA is a public body politic and corporate and a political subdivision of the State duly organized and existing under the laws of the State. Under the provisions of the Act, the EDA has the power to enter into this Agreement and carry out its obligations hereunder; and

WHEREAS, the Board of Commissioner is authorized to grant signing and authority to conduct business to certain person(s) described hereunder.

RESOLVED, the Board of Commissioners is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the body, as Executive Director, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature, consistent with the obligations of the Executive Director and not superseding the authority of the Board of Commissioners.

Name: Elizabeth (Beth) K. Drost Position/Title: Executive Director Telephone Number: 218-387-3112

Email Address: director@prosperitynorth.com

Signature:

[SIGNATURE PAGE FOLLOWS]

COOK COUNTY/GRAND MARAIS ECONOMIC DEVELOPMENT AUTHORITY RESOLUTION NO. 2021-14

NOW BE IT RESOLVED, the authorizing authority of the Cook County/Grand Marais

oint Economic Development Authority does adopt this resolution retroactively effective rom individual's hire date. (Refer to minutes of Special Meeting July 20, 2021.)
Jpon vote taken, the following voted:
For:
Against:
Vhereupon said Resolution No. 2021-14 was declared duly passed and adopted this $9^{ ext{th}}$ lay of November of the year 2021.
PRAFTED BY COOK COUNTY/GRAND MARAIS ECONOMIC DEVELOPMENT AUTHORITY 25 W HIGHWAY 61, SUITE B, PO BOX 597, GRAND MARAIS MN 55604 218-387-3112
STATE OF MINNESOTA) ss.
COUNTY OF COOK)
The foregoing was acknowledged before me thisday of20 by theof the Cook
County/Grand Marais Joint Economic Development Authority, a body corporate and politic created and existing under and pursuant to Chapter 469 of the Minnesota Statutes, on behalf of the authority.
Notary Public

director@prosperitynorth.com
Re: EDA Lots
Friday, November 5, 2021 6:49:34 AM

Good Morning
My plans are to build a storage business!
Sounds good!
Thank you, Forrest

Sent from my iPhone

On Nov 3, 2021, at 2:19 PM, director@prosperitynorth.com wrote:

Good afternoon Forrest,

Good afternoon Forrest, I am checking in with you because I will be bringing your offer to the EDA Board of Commissioners on Tuesday, November 9. If you would like to attend the meeting, you are welcome to. It is in the Commissioner's Room in the Cook County Courthouse. Ido have a question that I will need to know the answer to before the meeting. I never asked you what you plan to do with the lot. What are your plans for developing the lot?

From: Forrest Parson < fparson1@gmail.com>
Sent: Thursday, October 14, 2021 9:18 AM
To: director@prosperitynorth.com
Subject: Re: EDA Lots

Good Morning I would like to offer \$30k for lot 7 block 4! Thank you Forrest

On Oct 12, 2021, at 6:18 PM, Forrest Parson <fparson1@gmail.com>

Nothing at this point, I'm still considering! Still looking at that lot I inquired

Forrest

Sent from my iPhone

On Oct 12, 2021, at 1:20 PM, director@prosperitynorth.com

Do you have any questions I have not answered?

From: Forrest Parson < fparson1@gmail.com>
Sent: Monday, September 20, 2021 10:13 AM
To: director@prosperitynorth.com
Subject: Re: EDA Lots

Im interested in looking at Lot 7

On Mon, Sep 20, 2021 at 10:03 AM Forrest Parson <fparson1@gmail.com> wrote:

Good Morning Beth, Thank You for getting back to me. I have to take a walk around some of these lots. Is that something I can do on my own or do we need to get together? How do I find specifics of each lot size, where utilities are ect.

Let me know. Thanks, Forrest Parson 388-2265

On Fri, Sep 17, 2021 at 2:57 PM

Hi Forrest! How have you been? I think we met a few years ago when I was directing the Gichi Gami sled dog

Mary forwarded your inquiry about lots at the business Mary torwarded your inquiry about lots at the business park in Grand Marais. Thank you for reaching out. I would be happy to help! The lots that are available right now are for sale at 528,000. I am attaching a current map of the available properties. It does not have road labels on it, but it is pretty self-explanatory.

From: Mary Somnis <somnismarv@email.com>
Sent: Thursday, September 16, 2021 7:00 PM
To: Forrest Parson <fparson_l@email.com>
C:: Beth Torst <director@prosperitynorth.com>
Subject: Re: EDA Lots

Hi Forrest,

Nice to hear from you. I hope all is well up the trail.

I am happy to tell you that Beth Drost is the new executive director of the EDA. I'm guessing you probably know each other? If not Beth, meet Forrest, the owner of Hungry Jack Lodge. Beth and I are currently working together through transition but she is receiving all new EDA business.

Beth,

Please reach out to Forrest, in response to his request below. Thank you.

somnismary@gmail.com 218-410-0412

On Thu, Sep 16, 2021 at 5:29 PM Forrest Parson

Hello Mary,
I'm interested in finding out more info about the lots in the park. Drop me a note or give me a call.

Thanks Forrest Parson Hungry Jack Lodge 218-388-2265 218-370-0720 cell

Virus-free. www.avg.com

From: <u>Chris Skildum</u>

To: director@prosperitynorth.com
Cc: lynxfitmn@gmail.com
Subject: offer, block 5 lot 8

Date: Monday, October 25, 2021 4:54:16 PM

Beth,

Thanks for taking the time to answer my questions today.

Carmen and I are offering \$26,000 for lot 8 on block 5 at Cedar Grove Business park.

Cheers

MHP RESPONSIBILITIES UNDER THIS MOU

MHP shall undertake the following activities from (09/01/2020 – EXTENDED END DATE FROM 10/31/2021 to 5/27/2022):

- Organizational Development: MHP will provide direct technical assistance to Cook County/Grand Marais EDA to explore and plan for the creation of a Housing and Redevelopment Authority.
- Housing Development: MHP will provide direct technical assistance to Cook County/Grand Marais EDA to research and implement tools, policies, and programs to build and preserve housing including, but not limited to:
 - Local Housing Trust Fund
 - Rehabilitation program for single-family housing
 - Senior housing opportunities
 - Best practices for vacation communities, including a shortterm rental ordinance
- NEW: HRA Organizational Development: MHP will provide direct technical assistance to Cook County/Grand Marais EDA to support the organizational development of Cook county's newly authorized HRA, including but not limited to:
 - Support training and general education of HRA members,
 - Provide cross-training, education, and engagement regarding Tribal Housing Programs and opportunities for collaborative work between Tribal Housing Authorities and HRA's.
- MHP will follow HUD and other Federal requirements and guidelines for expending funds. MHP will provide Cook County/Grand Marais EDA with any needed supporting documentation on federal requirements. MHP will provide regular monthly reports to HUD on progress.
- 1. Cook County / Grand Marais EDA RESPONSIBILITIES UNDER THIS MOU

Cook County/Grand Marais EDA shall undertake the following activities from (09/01/2020 – EXTENDED END DATE FROM 10/31/2021 to 5/27/2022):

- Cook County/Grand Marais EDA will actively seek the participation of local and regional stakeholders in order to increase partnerships with local government agencies, non-profits and other community groups as needed for implementation of housing development activities.
- Cook County/Grand Marais EDA staff will actively participate with MHP capacity building activities and follow through on recommendations as appropriate.
- Cook County/Grand Marais EDA staff will work with MHP and/or contractor(s) to complete identified activities and mutually agreed upon activity ch anges.

- Cook County/Grand Marais EDA will provide documentation of non-federal leveraging resource(s) (which are not being used for leverage of other federal grant awards) of at least \$11,000 as committed in a letter to MHP during the period of performance of this MOU. Such leveraging of resources may includ e in- kind resources of Cook County/Grand Marais EDA(including labor and other non- operational expenditures paid for by Cook County/Grand Marais EDA) and third party expenditures and investments in an approved project that is in support of or initiated under this agreement. (Documentation supporting additional leveraging resources while not required are encouraged.)
 - Provide information to MHP as requested to aid in HUD reporting.
 - Provide documentation and/or tools and products developed as a result of this TA award to MHP.
 - Follow HUD guidelines in use of any funds provided by MHP.
 - o These include:
 - HUD FY2017 NOFAs for Rural Capacity Building for Community Development and Affordable Housing Grants FR-6100-N-08
 - HUD FY2017 Rural Capacity Building for Community Development and Affordable Housing (RCB) Program Frequently Asked Questions (FA Qs)
 - HUD General Section to Fiscal Year 2017 Notices of Funding Availability for Discretionary Programs FR-6100-N-01
 - Office of Management and Budget's Super Circular, as amended (2 CFR Part 200)
- o United States General Services Administration Current Travel Rates (GSA Travel Rates)

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- 1. In the event that Cook County/Grand Marais EDA's community situation changes and new capacity needs emerge, MHP and Cook County/Grand Marais EDA will meet together and decide together on any modifications to the tasks above, or the creation of new tasks needed to work on. This may require approval of HUD to implement.
- 2. MHP and Cook County/Grand Marais EDA will adhere to mutually agreed timelines.
- 3. Either party may terminate this MOU for any reason with a 30-day written notice to the other party at the address above. Work products due or any financial assistance project will also conclude at the end of the termination period.



November 1, 2021

Dear Board Members,

October was a busy month.

I booked 2 hours on Covid related counseling and 52.5 hours in business consulting on non-Covid related business planning, either in person, on Zoom, phone or email.

New Business starts and loan applications are on the rise as is interest in winter training opportunities.

I made a presentation at the Cook County Commissioners Committee pf the Whole meeting on October 19th, I was the first presenter on the agenda after the PHSS meeting , if you are interested you can listen here: https://www.youtube.com/watch?v=a10qE3D4kL8

I am also our representative on three other committees Cook County Revolving Loan Fund, Launch MN and Ignite 218. The intent of later two groups is to encourage and educate entrepreneurial activities in the 218 area code.

More good news. The Entrepreneur Fund has hired Tracy Benson to work with small businesses on the shore as well. So we now have 2 resources in county!

Let me know if you have any questions.

Pat pcampanaro@gmail,com 651-336-2964



TO: Board of Commissioners, Cook County/Grand Marais Joint Economic Development Authority

218.387.3112 / director@prosperitynorth.com / www.prosperitynorth.com

FROM: Beth Drost, Executive Director

RE: Director's Report DATE: November 2021

The newly sold lots at Cedar Grove are seeing even more development with a building going up on the new laundry site. I closed with the Harju's on a lot and will be closing on another in November to Three Families Brewing. You will find on the agenda, two more offers for lots, hopefully those negotiations will go well! The developers are looking to build a gym and a storage business. I have fielded more calls about lots in the last two weeks than I have since August.

A request to change zoning will come before the Planning Commission after a Public Hearing in December. I am hoping we can get some of the property owners to help advocate for it at the hearing and I will keep you posted as to the date so that you can invite proponents. There are three lots, that are pending sale due to zoning, too. I will contact the interested parties and see if they will supply a letter or appearance at the hearing.

The Housing Workgroup continues to meet, and I have taken over leading this discussion. We will be meeting on Monday, November 8. I imagine we will have a lengthy discussion about the HRA, and I will happily share anything that comes up in the meeting at the meeting on Tuesday.

I continue to work on the Tofte development projects. They both received the tax abatement. They are now both gathering information to submit of the IRRR Infrastructure grants and a workforce housing grant with Minnesota Housing. Each grant has a lot of pieces that we are working together to compile. I am wading through public bidding laws and gathering information for that process as well. An interesting thing with these projects is that the IRRR grant has a ceiling ask for projects of \$350,000 and due to the high cost of everything right now, at least one of the projects is coming in with estimates far above that. It will be interesting to see if the State catches on and is able to give more funding.

I am also working on a grant with the Historical Society for their storage facility.

TABR Account: I am still waiting on one last payment for the TABR loans.

Paul is moving toward his transition out and has let me know that he had a meeting scheduled with Kay on Saturday, November 6th. They will formalize a plan. Paul is willing to work with her through the end of the year and into January.

Respectfully submitted,