



**Cook County & Grand Marais Economic Development Authority**

**Tuesday, November 21, 2023 – 4:00 PM**

Cook County Courthouse - Commissioner's Room

411 W 2<sup>nd</sup> Street

Grand Marais, MN 55604

**AGENDA**

1. Call to Order
2. Public to Address the Commission
3. Approval of Agenda
4. Public Hearings
5. Approval of Meeting Minutes
  - a. October 17, 2023 Regular Meeting ([pages 1-4](#))
6. Approval of Financials
  - a. EDA October Financials and Payments ([pages 5-9](#))
  - b. Superior National at Lutsen Golf Course October ([pages 10-14](#))

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](#))

**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](#))

**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](#))

- b. Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Cedar Grove Business Park
    - c. 30-day due diligence extension, Cascade Rentals, Lots 2 and 3, Block 4 Cedar Grove Business Park
    - d. Policy and Criteria for Business Subsidy, Application Form
8. Other/Old Business
  - a. Executive Director Report
    - i. Conflict of Interest Policy and Questionnaire
    - ii. Increase to bookkeeping service fee
    - iii. Earned Sick and Safe Time Update

- iv. Downtown Commercial Redevelopment Project Update
- b. SBDC Report ([page 27](#))

9. Committee Reports

10. Commissioner Items

11. Adjourn

*Next Meeting: December 19, 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, OCTOBER 17, 2023 – 4:00 PM  
Cook County Courthouse, Commissioners Room  
411 W Second St., Grand Marais, MN  
MINUTES**

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

**Absent:** None

**Others Present:** Theresa Bajda, Stacey Hawkins, Pat Campanaro, Kallie Hawkins, Jason Hale, Linda Jurek, Maggie Barnard

**1. Call to Order**

The October 17, 2023 regular meeting of the EDA was called to order by President Surbaugh at 4:00 p.m.

**2. Public to Address the Commission**

Jason Hale provided the following updates on HRA housing projects:

- Harborview Apartment building did sell. He got in touch with new owner and had a great conversation with him about the potential to keep some units affordable.
- One Roof Housing is awaiting approval on their tax credit application on the Birchwood Apartment building. Jason has been working with them for 9 months. It will cost over \$2.5 million to rehab the building.
- Switchback Apartment building is starting in Spring 2024.
- Tofte Temperance project is 24 units also starting in Spring 2024. Some units will be priced at \$290,000 or less for single family homes, six will be available at that price range and there will be twin homes with attached garages. The developer will build a few spec homes and pre sell as many as possible.
- He is working on the Heights collaboration, thank you to the EDA for the grant application.
- Workforce Housing Project: There is State funding available for a 16 unit project. Jason met with the County to talk about a specific parcel to build on. This housing is targeting the \$60,000 median income, middle range earners.
- The Cedar Grove lots have interest from developers.
- An RFP for housing development issued 10/16/2023 for 40 acres in Schroeder on the Cramer Rd. Deadline is December 22<sup>nd</sup> for submissions.
- Working on partnership with CCLEP and the City with the \$50,000 grant they received for homeowner envelope improvements pilot program.
- ISD 166 property has had wetland delineation done on acreage on the Gunflint Trail. It is being studied to determine how much could be utilized for a housing project.
- The Bjorkberg property is a 2.5-acre parcel with one home occupied by Tony Everson's parents. Once they no longer live there the property will be available for housing development.

### 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 October 17, 2023 Agenda:** (Hedstrom/Bursheim) Vote: Passed (6/0)

### 4. Public Hearings

No public hearings are scheduled.

### 5. Approval of Meeting Minutes

#### a. September 19, 2023 Regular Meeting Minutes

No discussion. Somnis noted a correction Bajda made: MHFA loan forgiveness not DEED.

**Vote to approve August 15, 2023 Regular Meeting Minutes:** (Hedstrom/Bursheim) Vote: Passed (6/0)

### 6. Approval of Financials

#### a. Cook County & Grand Marais EDA September

Shackleton noted EDA activity has been minimal, cash on hand is lower but accounts are still in good condition. Expected to receive \$150,000 from the golf course.

**Vote to approve August EDA Financials:** (Mills/Bursheim) Vote: Passed (6/0)

#### b. Cook County & Grand Marais EDA August Payments

Bajda noted the technology expense is a scanner purchase, email support, and computer port repair.

**Vote to approve September EDA Payments:** (Shackleton/Mills) Vote: Passed (6/0)

#### c. Superior National at Lutsen Golf September Financials

Shackleton stated the golf course having a very good year. Discovered the 3% service fee that should be collected as income has been going to the State of MN as sales tax revenue in error. The POS identifies it as a tax and therefore it was assumed to be sales tax not the service fee charged by the course, this has been going on since May 2023. He is contacting the State of MN to refund it and changing the POS system, it is a little over \$40,000. The Board of Governors meeting is scheduled for this week.

**Vote to approve August Superior National Financials:** (Bursheim/Hedstrom) Vote: Passed (6/0)

### 7. New Business

#### a. Resolutions for Approval

##### **2023-13: RESOLUTION AUTHORIZING COOK COUNTY AND GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY TO ISSUE \$50,000 TO THE HOUSING AND REDEVELOPMENT AUTHORITY OF COOK COUNTY TO PROVIDE ASSISTANCE FOR HOUSING DEVELOPMENT PROJECTS**

Bajda stated only \$50,000 has been paid out of previously approved \$100,000.

**Vote to approve resolution 2023-13:** (Hedstrom/Shackleton) Vote: Passed (6/0)

##### **2023-14: RESOLUTION ADOPTING COOK COUNTY AND GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY PROCUREMENT POLICY**

Bajda explained this would solidify a policy for procurement and best practices and eliminate any past due invoices for items like rent that are previously approved via a contract. Sets up thresholds and methods of procurement, follows state statutes, and allows the Executive Director to approve purchases of \$2,000 or less. The Executive Director will also be approved to submit grant applications up to \$50,000.

**Vote to approve resolution 2023-14:** (Mills/Somnis) Vote: Passed (6/0)

**2023-15: RESOLUTION AUTHORIZING APPLICATION FOR AND, UPON APPROVAL, ACCEPTANCE OF A GRANT FROM THE DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION FOR AN AMOUNT NOT TO EXCEED \$750,000 TO SUPPORT CONSTRUCTION OF THE HEIGHTS RESIDENTIAL PROJECT**  
Bajda stated this authorizes the EDA to apply to a new housing grant program. The HRA approved it at their meeting last week and Hale will oversee the grant. Total development cost is estimated at \$8.3 million. This is a pre application. Ideal Homes will take on the developer role. They are hoping to stay on fast track, they can work through the winter with excavation and could be looking at July/August 2024 occupancy. Amend units' number in Statement of Purpose from 34 to 36.

**Vote to approve resolution 2023-15:** (Mills/Shackleton) Vote: Passed (4/0) (2) abstained.  
Hedstrom & Surbaugh abstaining from vote as owners of project.

**2023-16: RESOLUTION AUTHORIZING AN AGREEMENT WITH FRYBERGER, BUCHANAN, SMITH & FREDERICK P.A. TO PROVIDE PROFESSIONAL SERVICES TO THE COOK COUNTY AND GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY IN AN AMOUNT NOT TO EXCEED \$7,500**

Bajda stated this allows the EDA and the Executive Director to have counsel on retainer. They will provide professional services on an as needed basis. These lawyers have great deal of experience with local government. This agreement will cover remainder of 2023 and 2024.

**Vote to approve up to \$7,500 for professional services expenses:** (Shackleton/Bursheim) Vote: Passed (6/0)

**2023-17: RESOLUTION AUTHORIZING AN AGREEMENT WITH EHLERS, INC. TO PROVIDE PROFESSIONAL SERVICES TO THE COOK COUNTY AND GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY IN AN AMOUNT NOT TO EXCEED \$7,500**

Bajda stated this request keeps Ehlers on retainer, as needed basis for requested services, such as public financing on tax abatement, statutory requirements, etc. for the remainder of 2023 and all of 2024.

**Vote to approve up to \$7,500 for legal service expenses:** (Hedstrom/Shackleton) Vote: Passed (6/0)

## **8. Other/Old Business**

### **a. Executive Director Report**

Bajda is working through her on-boarding process and reviewing existing grants. The Sydney's IRRR demolition grant will be cancelled since the owner is doing his own demolition. She met with Commissioner Rukavina in September and will be meeting with the SNG Board of Governors this week. The HRA has applied for wetland delineation for Cedar Grove lots. G&G and Harju lots both closed in September. She is working through all lot audits. Four lots remain for sale.

MN Power is taking the lead on clean up and decommissioning at Taconite Harbor likely until the end of 2024-25. Bajda said reconvening this committee is a good idea. MN DEED just released applications for funding for strategic planning grants, however the deadline is November 15, the County must apply and hold a public hearing prior to this and it is not likely this can occur. There is also a possibility of a private sale.

### **b. SBDC Report**

Campanaro has been very busy. She noted the State Legislature changed rules around paid sick time for employees and she is scheduling mini sessions for local businesses to explain how to prepare for this. The first session will be November 8<sup>th</sup>. Empty Bowls is November 16<sup>th</sup> and they are looking for

volunteers and donations. PHHS recently compiled a report on food insecurity in Cook County and there is need.

**c. Downtown Mixed-use Redevelopment Project**

Bajda said she was contacted by the developer of the four vacant lots on Wisconsin St. They have also acquired the lot next to Superior Creamery for use as parking. The developer is the current owner of the Mayhew Inn. His project will include lodging, an event center, retail space and possibly public restrooms at ground level. Theresa is looking for the board's support to continue working on this. Board approved unanimously.

**9. Committee Reports**

There were no reports.

**10. Commissioner Items**

Hedstrom said all office spaces are rented in the Birch Bark Building and he is thrilled to report that revenues for the First and Second Thrift Store are higher at this location. Section 8 housing issue is being talked about in the Real Estate Investment group.

Bajda stated this meeting was scheduled to be live streamed but a county employee must run it and they finish at 4 p.m. Alternatives are to start this meeting at 3 p.m. or purchase an OWL at about \$1,000 and establish a YouTube account subscription. Another option can be meeting at City Hall however there is also a staffing concern at that location as well. Starting at 3 p.m. is the least favorable option. Bajda will look into the OWL option.

Mills will be requesting to be on the City Council agenda to talk about cannabis dispensary.

**11. Adjourn**

President Surbaugh adjourned the October 17, 2023 meeting of the EDA at 5:06 PM.

*Next Meeting: November 21, 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 October 31, 2023

	TOTAL		
	AS OF OCT 31, 2023	AS OF OCT 31, 2022 (PY)	% CHANGE
<b>ASSETS</b>			
Current Assets			
Bank Accounts			
GMSB Checking Account	97,766.53		
GMSB Money Market	205,326.43	176,591.36	16.27 %
NSFCU 5162030 Checking	56,400.27	333,217.35	-83.07 %
NSFCU Money Market (87)	0.00	134,470.86	-100.00 %
NSFCU Patronage	2.16	1,003.26	-99.78 %
NSFCU Savings	10.19	10,023.26	-99.90 %
<b>Total Bank Accounts</b>	<b>\$359,505.58</b>	<b>\$655,306.09</b>	<b>-45.14 %</b>
Accounts Receivable			
Accounts Receivable	0.00	0.00	
<b>Total Accounts Receivable</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
Other Current Assets			
Due from Lutsen Recreation	15,426.98	23,429.98	-34.16 %
Due from SNL	150,000.00	150,000.00	0.00 %
Prepaid Rent	915.00	915.00	0.00 %
Taxes Receivable - current	25,973.70	25,973.70	0.00 %
Taxes Receivable - delinquent	3,322.00	3,322.00	0.00 %
Undeposited Funds	0.00	0.00	
<b>Total Other Current Assets</b>	<b>\$195,637.68</b>	<b>\$203,640.68</b>	<b>-3.93 %</b>
<b>Total Current Assets</b>	<b>\$555,143.26</b>	<b>\$858,946.77</b>	<b>-35.37 %</b>
Fixed Assets			
Land Held for Resale	420,000.00	420,000.00	0.00 %
<b>Total Fixed Assets</b>	<b>\$420,000.00</b>	<b>\$420,000.00</b>	<b>0.00 %</b>
Other Assets			
Tac Area Bus Relief Note Rec	167,949.22	185,645.05	-9.53 %
<b>Total Other Assets</b>	<b>\$167,949.22</b>	<b>\$185,645.05</b>	<b>-9.53 %</b>
<b>TOTAL ASSETS</b>	<b>\$1,143,092.48</b>	<b>\$1,464,591.82</b>	<b>-21.95 %</b>

# Cook County/Grand Marais Economic Development Authority

## Balance Sheet

As of October 31, 2023

	TOTAL		
	AS OF OCT 31, 2023	AS OF OCT 31, 2022 (PY)	% CHANGE
<b>LIABILITIES AND EQUITY</b>			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	7,280.17	66.14	10,907.21 %
<b>Total Accounts Payable</b>	<b>\$7,280.17</b>	<b>\$66.14</b>	<b>10,907.21 %</b>
Other Current Liabilities			
Contingent Liability	0.00	166,575.00	-100.00 %
Deferred Revenue	0.00	0.00	
Due to City of Grand Marais	420,000.00	420,000.00	0.00 %
Due to Cook County	0.00	100,000.00	-100.00 %
Due to Workforce Recruitment	0.00	0.00	
Salaries/Benefits	0.00	38,989.24	-100.00 %
<b>Total Other Current Liabilities</b>	<b>\$420,000.00</b>	<b>\$725,564.24</b>	<b>-42.11 %</b>
<b>Total Current Liabilities</b>	<b>\$427,280.17</b>	<b>\$725,630.38</b>	<b>-41.12 %</b>
Long-Term Liabilities			
Unavailable Rev - Deferred Tax	3,322.00	3,322.00	0.00 %
<b>Total Long-Term Liabilities</b>	<b>\$3,322.00</b>	<b>\$3,322.00</b>	<b>0.00 %</b>
<b>Total Liabilities</b>	<b>\$430,602.17</b>	<b>\$728,952.38</b>	<b>-40.93 %</b>
Equity			
Opening Bal Equity	156,870.58	156,870.58	0.00 %
Retained Earnings	637,641.89	590,941.34	7.90 %
Net Income	-82,022.16	-12,172.48	-573.83 %
<b>Total Equity</b>	<b>\$712,490.31</b>	<b>\$735,639.44</b>	<b>-3.15 %</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,143,092.48</b>	<b>\$1,464,591.82</b>	<b>-21.95 %</b>



# Cook County/Grand Marais Economic Development Authority

Budget vs. Actuals: FY\_2023 - FY23 P&L

January - October, 2023

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
<b>Income</b>			
EDA Levy			
Levy County - Operations	181,072.74	245,833.30	73.66 %
Levy County Cedar Grove Pass Thru	23,581.71		
<b>Total EDA Levy</b>	<b>204,654.45</b>	<b>245,833.30</b>	<b>83.25 %</b>
<b>Grant Income</b>			
DNR Start Grant (deleted)	0.00		
IRRRB - Community Connections	50,000.00		
IRRRB Birch Bark Demolition Grant	10,200.00		
Misc Income	575.00		
<b>Total Grant Income</b>	<b>60,775.00</b>		
Interest Income	673.78		
Northland SBDC Income	38,273.75		
Sale of Business Lots (deleted)	0.00		
Uncategorized Income	0.00		
<b>Total Income</b>	<b>\$304,376.98</b>	<b>\$245,833.30</b>	<b>123.81 %</b>
<b>GROSS PROFIT</b>	<b>\$304,376.98</b>	<b>\$245,833.30</b>	<b>123.81 %</b>
<b>Expenses</b>			
Dues/Memberships	6,075.00		
Melio Service Fees (deleted)	0.00		
<b>Operating Expenses</b>			
Advertising/Marketing/Website	4,870.70	2,916.70	166.99 %
Bank Charges	112.00	83.30	134.45 %
Director Search Expense	925.26		
Insurance	2,303.00	3,333.30	69.09 %
Interest Expense	1,000.00		
Meeting Expenses & Per Diem	1,290.00	2,500.00	51.60 %
<b>Office Expenses</b>			
Equipment/Computers/Virtual	4,620.48	3,333.30	138.62 %
Supplies	1,062.60	833.30	127.52 %
<b>Total Office Expenses</b>	<b>5,683.08</b>	<b>4,166.60</b>	<b>136.40 %</b>
Rent Expense	4,311.09	12,500.00	34.49 %
Telephone	1,354.88	1,000.00	135.49 %
<b>Total Operating Expenses</b>	<b>21,850.01</b>	<b>26,499.90</b>	<b>82.45 %</b>
<b>Professional Services</b>			
Accounting Support	2,955.00	3,500.00	84.43 %
Legal		1,666.70	
SBDC Consultant Expense	31,100.00		
SBDC Expenses - Other	5,815.00		
State Audit	21,250.00	15,000.00	141.67 %
<b>Total Professional Services</b>	<b>61,120.00</b>	<b>20,166.70</b>	<b>303.07 %</b>
<b>PROJECTS</b>			

# Cook County/Grand Marais Economic Development Authority

Budget vs. Actuals: FY\_2023 - FY23 P&L

January - October, 2023

	ACTUAL	TOTAL	
		BUDGET	% OF BUDGET
Business Development Program	31,965.95	91,666.70	34.87 %
Cedar Grove Business Park Prop Tax City Grand Marais	47,163.42		
Property Tax	14,390.41		
<b>Total Cedar Grove Business Park Prop Tax City Grand Marais</b>	<b>61,553.83</b>		
Housing Projects	100,000.00		
IRRRB - Community Connections	50,000.00		
IRRRB Birch Bark Demolition Grant	13,265.00		
<b>Total PROJECTS</b>	<b>256,784.78</b>	<b>91,666.70</b>	<b>280.13 %</b>
Staff Expenses			
Director Salary (w/ benefits)	39,849.18	75,000.00	53.13 %
Training/Travel/Mileage	720.17	3,333.30	21.61 %
<b>Total Staff Expenses</b>	<b>40,569.35</b>	<b>78,333.30</b>	<b>51.79 %</b>
Tax			
Payroll		29,166.70	
<b>Total Tax</b>		<b>29,166.70</b>	
<b>Total Expenses</b>	<b>\$386,399.14</b>	<b>\$245,833.30</b>	<b>157.18 %</b>
NET OPERATING INCOME	<b>\$ -82,022.16</b>	<b>\$0.00</b>	<b>0.00%</b>
NET INCOME	<b>\$ -82,022.16</b>	<b>\$0.00</b>	<b>0.00%</b>

# Cook County/Grand Marais Economic Development Authority

Bill Approval Status  
Oct 29 - Nov 14 2023

BILL NUMBER	VENDOR NAME	BILL DATE	AMOUNT	PAID STATUS	APPROVAL STATUS	DUE DATE
--	Campanaro, Pat	10/31/2023	\$2,220.00	Paid	--	11/10/2023
231002	Campanaro, Pat	10/31/2023	\$3,480.00	Paid	--	11/10/2023
--	Pro-Action Communications	10/31/2023	\$255.31	Paid	--	11/10/2023
--	Theresa Bajda	10/31/2023	\$351.02	Paid	--	11/10/2023
--	Sundew Technical Services	10/31/2023	\$761.81	Paid	--	11/10/2023
--	Sundew Technical Services	10/31/2023	\$137.03	Paid	--	11/10/2023
2313	Maggie Barnard	10/31/2023	\$75.00	Paid	--	11/10/2023
3182125	Melio	10/31/2023	\$1.50	Paid	--	10/31/2023
3184626	Melio	10/31/2023	\$1.50	Paid	--	10/31/2023
71	Drosera Holdings	11/01/2023	\$1,102.81	Paid	--	11/11/2023
7248	Cook County Auditor's Office	11/01/2023	\$1,129.48	Paid	--	11/11/2023
--	Twin City VoIP Inc	11/01/2023	\$47.18	Paid	--	11/11/2023
210	Sarena Crowley	11/03/2023	\$200.00	Paid	--	11/13/2023
3294265	Melio	11/14/2023	\$1.50	Paid	--	11/14/2023

# Superior National

## Balance Sheet

As of October 31, 2023

	TOTAL	
	AS OF OCT 31, 2023	AS OF OCT 31, 2022 (PY)
<b>ASSETS</b>		
Current Assets		
Bank Accounts		
Cash on Hand	1,100.00	1,100.00
NSFCU Checking	0.00	
NSFCU Checking 5162029	348,712.39	393,116.33
NSFCU Money Market	410,752.46	258,497.95
NSFCU Patronage Rebate	1,013.18	804.15
NSFCU Savings	10.00	10.00
<b>Total Bank Accounts</b>	<b>\$761,588.03</b>	<b>\$653,528.43</b>
Accounts Receivable		
Accounts Receivable	16,140.40	0.00
<b>Total Accounts Receivable</b>	<b>\$16,140.40</b>	<b>\$0.00</b>
Other Current Assets	<b>\$89,212.93</b>	<b>\$128,345.94</b>
<b>Total Current Assets</b>	<b>\$866,941.36</b>	<b>\$781,874.37</b>
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	318,042.24
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
<b>Total Fixed Assets</b>	<b>\$7,094,559.43</b>	<b>\$6,891,070.49</b>
Other Assets		
Deferred Outflow - Pension	17,748.00	17,748.00
<b>Total Other Assets</b>	<b>\$17,748.00</b>	<b>\$17,748.00</b>
<b>TOTAL ASSETS</b>	<b>\$7,979,248.79</b>	<b>\$7,690,692.86</b>

# Superior National

## Balance Sheet

As of October 31, 2023

	TOTAL	
	AS OF OCT 31, 2023	AS OF OCT 31, 2022 (PY)
<b>LIABILITIES AND EQUITY</b>		
Liabilities		
Current Liabilities		
Accounts Payable		
*Accounts Payable	22,639.38	49,052.16
<b>Total Accounts Payable</b>	<b>\$22,639.38</b>	<b>\$49,052.16</b>
Credit Cards	<b>\$0.00</b>	<b>\$0.00</b>
Other Current Liabilities		
Direct Deposit Payable	0.00	0.00
Due to EDA	150,000.00	100,000.00
Gift Certificates	32,308.38	25,970.38
Minnesota Department of Revenue Payable	0.00	
Payroll Liabilities	0.00	2,554.68
Child Support	0.00	
Co. HSA (deleted)	0.00	412.50
Federal Taxes (941/944)	4,843.07	1,357.00
MN Income Tax	807.10	168.51
MN Unemployment Taxes	17,710.49	17,026.71
PERA Employee	0.02	124.35
PERA Life	0.00	
Rent	0.00	650.00
<b>Total Payroll Liabilities</b>	<b>23,360.68</b>	<b>22,293.75</b>
Sales Tax Payable	-65,216.10	-11,825.74
Tips Payable	16,635.46	7,480.30
<b>Total Other Current Liabilities</b>	<b>\$157,088.42</b>	<b>\$143,918.69</b>
<b>Total Current Liabilities</b>	<b>\$179,727.80</b>	<b>\$192,970.85</b>
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
<b>Total Long-Term Liabilities</b>	<b>\$2,344,220.00</b>	<b>\$2,344,220.00</b>
<b>Total Liabilities</b>	<b>\$2,523,947.80</b>	<b>\$2,537,190.85</b>
Equity	<b>\$5,455,300.99</b>	<b>\$5,153,502.01</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$7,979,248.79</b>	<b>\$7,690,692.86</b>

# Superior National

## Profit and Loss

October 2023

	TOTAL	
	OCT 2023	JAN - OCT, 2023 (YTD)
<b>Revenue</b>		
Golfing Related Sales		
3% Service Fee	2,274.91	335,803.48
Cart Rentals	17,429.75	174,367.05
Club Rentals/Lessons	920.00	9,941.28
Driving Range Fees	770.52	7,782.94
Greens Fees	66,349.33	659,904.22
Membership Fees		47,420.00
<b>Total Golfing Related Sales</b>	<b>87,744.51</b>	<b>1,235,218.97</b>
Lutsen 99er	3,170.00	40,570.00
<b>Merchandise, Beverage &amp; Food</b>		
Beverage Sales	9,953.85	144,132.39
Food Sales	6,617.86	79,650.33
Merchandise Sales	12,541.86	163,102.25
N/A Beverage Sales		0.00
<b>Total Merchandise, Beverage &amp; Food</b>	<b>29,113.57</b>	<b>386,884.97</b>
Sales - Unallocated	35,561.20	8,404.76
<b>Total Revenue</b>	<b>\$155,589.28</b>	<b>\$1,671,078.70</b>
<b>Cost of Goods Sold</b>		
Beverage CoGS	14,581.63	68,096.60
Food CoGS	4,498.76	40,680.92
Merchandise CoGS	39,846.65	79,371.35
<b>Total Cost of Goods Sold</b>	<b>\$58,927.04</b>	<b>\$188,148.87</b>
<b>GROSS PROFIT</b>	<b>\$96,662.24</b>	<b>\$1,482,929.83</b>
<b>Expenditures</b>		
<b>Administrative &amp; General</b>		
Computers/POS		1,053.23
Credit Card Fees	8,525.54	43,198.39
Employee Recruitment	82.50	182.50
Insurance		12,814.28
Licenses/Permits/Dues		2,746.18
Office Expense	178.52	2,506.50
Rent Expense	980.05	2,630.10
Travel Expense		2,870.74
<b>Total Administrative &amp; General</b>	<b>9,766.61</b>	<b>68,001.92</b>
Club House		
Cart Lease	16,710.34	91,978.94
Cash Over/Short	5.00	1,142.00

# Superior National

## Profit and Loss

October 2023

	TOTAL	
	OCT 2023	JAN - OCT, 2023 (YTD)
Paper Products/Cleaning Supply		1,556.96
Repairs and Maintenance	2,041.35	4,829.91
Supplies	4,257.69	5,727.67
Uniforms		5,391.84
Utilities		3,971.86
Electric - Club House	514.14	10,064.30
Internet - Club House	280.54	1,662.91
Propane - Club House	537.50	4,823.69
Telephone - Club House		2,956.37
Television - Club House	172.06	2,214.31
<b>Total Utilities</b>	<b>1,504.24</b>	<b>25,693.44</b>
<b>Total Club House</b>	<b>24,518.62</b>	<b>136,320.76</b>
Grounds Maintenance		142.09
Cart Maintenance	3,503.73	13,697.13
Course Improvement		2,837.51
Fertilizer & Chemicals	10,879.99	17,638.00
Gas/Lube	7,253.52	43,592.63
Irrigation Expense		6,618.44
Seed & Soil		4,171.50
Shop Expense		6,953.33
Small Tools/Parts	5,257.41	48,676.23
Supplies	2,568.43	12,606.69
Utilities	1,738.80	1,738.80
Electric	927.67	17,604.65
Garbage		2,700.22
Internet		0.00
Propane		998.97
Telephone		0.00
<b>Total Utilities</b>	<b>2,666.47</b>	<b>23,042.64</b>
<b>Total Grounds Maintenance</b>	<b>32,129.55</b>	<b>179,976.19</b>
Melio Service Fees	48.00	48.00
Payroll Expenses		
Company Contributions		0.00
Payroll Burden		
MN Unemployment Insurance		8,407.06
Payroll Taxes	7,729.88	58,258.68
Retirement/PERA	1,168.24	11,118.52
Work Comp Insurance		7,972.66
<b>Total Payroll Burden</b>	<b>8,898.12</b>	<b>85,756.92</b>

# Superior National

## Profit and Loss

October 2023

	TOTAL	
	OCT 2023	JAN - OCT, 2023 (YTD)
Salaries/Wages		
Grounds	27,024.38	174,308.69
Proshop	14,598.53	203,560.52
Salaried Employees	9,230.78	100,192.42
<b>Total Salaries/Wages</b>	<b>50,853.69</b>	<b>478,061.63</b>
Wages	0.00	95.00
<b>Total Payroll Expenses</b>	<b>59,751.81</b>	<b>563,913.55</b>
Professional Services		
Accounting/Audit	1,810.00	8,143.30
Marketing and Promotion	14,114.58	68,342.96
<b>Total Professional Services</b>	<b>15,924.58</b>	<b>76,486.26</b>
Uncategorized Expense		108.35
<b>Total Expenditures</b>	<b>\$142,139.17</b>	<b>\$1,024,855.03</b>
NET OPERATING REVENUE	<b>\$ -45,476.93</b>	<b>\$458,074.80</b>
Other Revenue		
Interest Income	720.89	2,301.29
<b>Total Other Revenue</b>	<b>\$720.89</b>	<b>\$2,301.29</b>
Other Expenditures		
Capital Expenditures		0.00
Misc Expense		-1,419.43
<b>Total Other Expenditures</b>	<b>\$0.00</b>	<b>\$ -1,419.43</b>
NET OTHER REVENUE	<b>\$720.89</b>	<b>\$3,720.72</b>
NET REVENUE	<b>\$ -44,756.04</b>	<b>\$461,795.52</b>



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

**RESOLUTION NO. 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**

WHEREAS, the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) administered the Taconite Area Business Relief (“TABR”) Loan program to support Cook County local businesses adversely impacted by the COVID-19 pandemic in the form of no interest loans; and

WHEREAS, the Board of Commissioners of the EDA approved applications and loan amounts for area businesses at their April 6, 2021 meeting; and

WHEREAS, the Board of Commissioners of the EDA acknowledges that loan forgiveness was to be considered after recipients made the equivalent of eight quarterly payments.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the EDA hereby authorize forgiveness of TABR loan program debt for the following business entities at the corresponding loan balance levels as set forth below:

Abby Tofte – The Fisherman’s Daughter	\$337.50
Michael Prom - Voyageur Canoe Outfitters	\$10,462.50
Keith Bergeron – Basecamp Bungalows	\$8,760.00
Greg L Mueller - Mueller Studio LLC	\$8,760.50
Patricia Francis - Wellspring Therapy	\$8,753.00
Chelsea Pusc - Gunflint Mercantile	\$5,391.56
Jan Sivertson - Sivertson Gallery	\$10,725.00
Greg Wright/Mike Prom - North House Folk School	\$10,800.00
Teri J Chilefone - Lutzen Reflections LLC	\$10,800.00
Steven Hahn - JNS Customs LLC	\$10,800.00
Jill Terrill - Joy Enterprises LLC	\$10,825.50
Chris Hegg - Hedstrom Lumber Co. INC	\$10,783.12
Josh Lindstrom - Fika Coffee	\$10,800.00
Kevin Sutton - Coldwater Foundation	\$10,800.00
Steve Surbaugh - Cascade Vacation Rentals, LLC	\$10,800.00
<b>TOTAL</b>	<b>\$139,798.68</b>

**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 forgive Taconite Area Business Relief (“TABR”) loan program debt for business entities adversely impacted by the COVID-19 pandemic. The EDA approved applications and loan amounts at their April 6, 2021 meeting. Quarterly loan payments were calculated assuming no interest with a 10-year amortization schedule. Individual promissory notes for loan recipients stated that 50% forgiveness would be considered after the equivalent of eight (8) quarterly payments was remitted to the EDA. To support Cook County businesses through stabilization after the COVID-19 pandemic, this resolution would authorize forgiveness of remaining TABR loan balances. Businesses sold or behind on quarterly payments will not be considered for loan forgiveness.

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 21<sup>st</sup> day of November 2023.

ATTEST:

\_\_\_\_\_

Steve Surbaugh – Board President

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

**RESOLUTION NO. 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**

WHEREAS, the Board of Commissioners of the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) approved a \$13,500 loan through the Taconite Area Business Relief (“TABR”) program to Teri Chilefone (“Borrower”) for Lutzen Mountainside Lodge; and

WHEREAS, due to the sale of Lutzen Mountainside Lodge the Borrower acknowledges they are not eligible for loan forgiveness.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the EDA hereby authorize an amendment to the existing promissory note by removing the eligible forgives clause and restating payment terms as set forth in attached Exhibit A.

\_\_\_\_\_ Ex. Dir.

November 21, 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 amendment to the existing promissory note with Teri Chilefone (“Borrower”). The Borrower received a \$13,500 loan for Lutzen Mountainside Lodge during the COVID-19 pandemic. Since the loan was awarded, the Borrower has sold the business and acknowledges they are no longer eligible for forgiveness. This amendment removes the forgiveness clause and restates payment terms. The current loan balance is \$11,812.50.

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 21<sup>st</sup> day of November 2023.

ATTEST:

\_\_\_\_\_  
Steve Surbaugh – Board President

## SECOND AMENDMENT TO PROMISSORY NOTE

THIS SECOND AMENDMENT TO PROMISSORY NOTE (the “Second Amendment”) is made and entered into as of date of attestation by and between the Cook County/Grand Marais Joint Economic Development Authority (“Noteholder”) and Teri Chilefone (“Borrower”).

WHEREAS, the Borrower and Noteholder are parties to that certain Promissory Note, dated as of May 13, 2021 (the “Note”), pursuant to which the Noteholder agreed to loan the Borrower \$13,500 to be paid over ten years with 50% forgiveness eligibility after qualifications were met; and

WHEREAS, this Note was amended by a First Amendment adjusting the quarterly installment from \$375.00 to \$337.50 beginning with the October 15, 2021 quarterly payment; and

WHEREAS, due to sale of the Lutzen Mountainside Lodge which was the intended use of this loan, the Noteholder and Borrower desire to amend the Note and First Amendment to remove the eligible forgiveness clause.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

**Amendment to Promissory Note.** The Parties hereby agree to the following amendment to the Note and First Amendment. The parties agree that one of the paragraphs of the Note and First Amendment shall be replaced to read in its entirety:

**FOR VALUE RECEIVED**, the undersigned (“Borrower”) promises to pay \$13,500, the principal sum of Thirteen Thousand Five Hundred Dollars, payable to Cook County/Grand Marais Joint Economic Development Authority, PO BOX 597, 425 West Highway 61, Grand Marais, MN 55604, or such other place as the Note holder may designate, in consecutive quarterly installments of \$337.50 on the 15<sup>th</sup> day of the first month of each quarter beginning October 15<sup>th</sup>, 2021. Such quarterly payments shall continue until the loan is paid in full.

Except as expressly provided in this Second Amendment, all of the terms and provisions in the Note are and shall remain in full force and effect, on the terms and subject to the conditions set forth therein. This Second Amendment does not constitute, directly or by implication, an amendment or waiver of any provision of the Note or any other right, remedy, power or privilege of any party thereto, except as expressly set forth herein. Any reference to the Note in the Note or any other agreement, document, instrument or certificate entered into or issued in connection therewith shall hereafter mean the Note, as amended by this Second Amendment. The terms of this Second Amendment shall be governed by, enforced and interpreted in a matter consistent with the provisions of the Note.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*



425 Highway 61, Suite B  
PO Box 597  
Grand Marais, MN 55604

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

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

By:

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

\_\_\_\_\_

Theresa Bajda  
Its Executive Director

**Teri J Chilefone**

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

By:

\_\_\_\_\_

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

**RESOLUTION NO. 2023-20**

**RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH HUNTER MACLAURIN FOR NORTHWOODS  
CHILDCARE STARTUP COSTS FOR A TOTAL AMOUNT NOT TO EXCEED \$5,000**

WHEREAS, the Board of Commissioners of the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) approved a \$5,000 grant to Hunter MacLaurin (“grantee”) at the July 22, 2022 regular meeting contingent upon receiving the proper childcare licensure; and

WHEREAS, the grantee has secured a childcare location and continues to work with Cook County Public Health and Human Services, but is ineligible for licensure inspection without necessary supplies and materials.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the EDA hereby authorize an agreement with grantee, substantially in the form attached hereto as Exhibit A, and issuance of \$5,000 from the Business Development Fund.

FURTHER RESOLVED, that the grantee will be required to repay said monies in the event a proof of licensure and documentation of costs are not submitted to the EDA.

\_\_\_\_\_ Ex. Dir.

November 21, 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 agreement with Hunter MacLaurin in an amount not to exceed \$5,000 to support purchase of supplies and materials for a new childcare center in Grand Marais. At the July 22, 2022 regular meeting, a \$5,000 grant was approved contingent upon the grantee securing proper childcare licensure. While the grantee has secured a childcare location and continues to work closely with Cook County Public Health and Human Services, the inspection associated with licensure cannot be conducted until the childcare space is set up and furnished. To mitigate risk to the EDA, this agreement stipulates that the amount issued to the grantee must be repaid in the event the necessary licensure and documentation of expenses is not provided to the EDA.

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 21<sup>st</sup> day of November 2023.

ATTEST: \_\_\_\_\_

Steve Surbaugh – Board President

**FUNDING AGREEMENT  
COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY  
HUNTER MACLAURIN  
CHILDCARE FACILITY SUPPORT**

THIS FUNDING AGREEMENT (“Agreement”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between the COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision existing under the laws of the State of Minnesota, (“EDA”) and HUNTER MACLAURIN, an individual (“grantee”).

WHEREAS, Grantee has secured a location in Grand Marais, Minnesota to open and operate a new childcare facility that will provide approximately 10 childcare slots; and

WHEREAS, Grantee has requested assistance from the EDA through the Business Development Fund for purchase of furniture, storage equipment and other childcare supplies and materials to alleviate startup costs for this new childcare facility (the “Project”); and

WHEREAS, the EDA has determined that the interests of the citizens of Cook County and the wellbeing and quality of life in the City of Grand Marais would be enhanced by supporting this Project as documented by the EDA Board of Commissioners approval of grantees funding application at their July 22, 2022 meeting.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**

Definitions

For the purposes of this Agreement, the following terms shall have the meanings hereinafter ascribed to them unless a different meany clearly appears from the context:

- A. City: means the City of Grand Marais, Minnesota.
- B. County: means Cook County, Minnesota.
- C. EDA: means the Cook County/Grand Marais Joint Economic Development Authority.
- D. Director: means the Executive Director of the EDA or such persons designated in writing by said Director to act on behalf with regard to this Agreement or any portion thereof.
- E. Eligible Project Costs: means those project costs as set forth in Exhibit A which may be funded with EDA funding proceeds.

- F. Funding Amount: means \$5,000 issued to the Grantee from the EDA’s Business Development Fund for Eligible Project Costs.
- G. Grantee: means Hunter MacLaurin, an individual.
- H. Licensure: means a Minnesota Department of Human Services issued child care center license.
- I. Project: means purchase of furniture, storage equipment, and other childcare supplies and materials to support startup costs for operation of a new childcare facility in City.

**ARTICLE II**

Term of Agreement

- A. Effective date: The Grantee must not incur eligible project costs until this Agreement is fully executed and the Director has notified the Grantee that work may commence. No payments will be made to the Grantee until this Agreement is executed.
- B. Expiration date: January 31, 2024, or until all obligations have been satisfactorily fulfilled whichever occurs first.
- C. Survival of Terms: The following clauses survive the expiration or cancellation of this Agreement: 9. Liability; 10. Audits. 11. Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

**ARTICLE III**

Grantee’s Duties

The Grantee, who is not an EDA employee, will comply with required grant management policies and procedures set forth below:

- A. Submit to Director of the EDA receipts for all Eligible Project Costs by expiration date.
- B. Submit to Director of the EDA proof of Licensure by expiration date.

**ARTICLE IV**

Time

The Grantee must comply with all the time requirements described in this Agreement.

**ARTICLE V**

Consideration of Payment

- A. The EDA will issue the Funding Amount to Grantee after Agreement is approved by the EDA Board of Commissioners and fully executed.
- B. Grantee agrees to repay the entire Funding Amount to the EDA in the event Grantee Duties as described in Article III are not completed by Expiration Date.
- C. The total obligation of the EDA to the Grantee under this Agreement will not exceed five thousand dollars (\$5,000).



**ARTICLE VI**

Eligible Project Cost Invoices

- A. Grantee will present an itemized summary of Eligible Project Costs, including all receipts and proof of payment for said costs to the Director by Expiration Date.
- B. The Grantee must promptly return to the EDA any unexpended funds that have not been accounted for by Expiration Date.
- C. Modifications to Eligible Project Costs require written approval from the EDA.

**ARTICLE VII**

Authorized Representative

- A. The EDA's Authorized Representative is Theresa Bajda, Executive Director, 218-387-3112, [theresa@cookcountymneda.org](mailto:theresa@cookcountymneda.org), 425 W Hwy 61, Suite B., Grand Marais, MN 55604.
- B. The Grantee's Authorized Representative is Hunter MacLaurin, 218-576-9911, [maclaurinhunter@gmail.com](mailto:maclaurinhunter@gmail.com), 13 5<sup>th</sup> Ave W, Grand Marais, MN, 55604.

**ARTICLE VIII**

Assignment, Amendments, and Waiver

- A. The Grantee shall neither assign nor transfer any rights or obligations under this Agreement without prior written consent of the EDA, as approved by the Board of Commissioners who approved and authorized execution of this Agreement.
- B. Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who approved the original Agreement, or their successors in office. Upon written request by the Grantee, Director is authorized to extend the Expiration Date sixty (60) days without formal approval from the EDA Board of Commissioners.
- C. If the EDA fails to enforce any provision of this Agreement, that failure does not waive the provision or the EDA's right to enforce it.
- D. This Agreement contains all provisions between EDA and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**ARTICLE IX**

Liability

The Grantee must indemnify, save, and hold the EDA, its agents, and employees harmless from any claims or causes of action, including district attorney's fees, arising from the performance of this Agreement by the Grantee or the Grantees agents or employees.

**ARTICLE X**

Audits

The Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Agreement or transaction are subject to the examination by the EDA, State

Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**ARTICLE XI**

Data Practices and Intellectual Property Rights

The Grantee and EDA must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the EDA under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under this Agreement.

**ARTICLE XII**

Publicity and Endorsement

- A. Any publicity regarding the subject matter of this Agreement must identify the EDA as a sponsoring agency and must not be released without prior written approval from the EDA's Authorized Representative.
- B. The Grantee must not claim that the EDA endorses its products or services.

**ARTICLE XIII**

Governing Law, Jurisdiction, and Venue

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

**ARTICLE XIV**

Termination

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

**ARTICLE XV**

Data Disclosure

Grantee consents to disclosure of its social security number, business tax identification number and/or Minnesota tax identification number if requested by EDA for disbursement of funds associated with this Agreement. These identification numbers may be used for tax purposes.

*(Signature page to follow)*

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

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

**Grantee – Hunter MacLaurin**

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Steve Surbaugh

Hunter MacLaurin

Its: Board President

By:

\_\_\_\_\_

Theresa Bajda

Its: Executive Director

## EXHIBIT A - Eligible Project Costs

1. **Daycare Furniture:** (including but not limited to the following examples: cubby and coat rack, table and chairs, crib and mattress, baby gate, activity table, book storage, art storage, toddler cots, office organizers).
2. **Sheets and Blankets**
3. **Childcare Toys and Sensory Items**
4. **Art Supplies**
5. **Safety Items:** (including but not limited to the following examples: floor mats, rubber mulch)



October 31, 2023

Friends,

October Hours:

Counseling	57 hours with 27 clients / 59 sessions
SBDC meeting	1 hour
<b>Total</b>	<b>58</b>

Exciting news! One of my clients will open a new childcare center within the next 3-4 weeks having passed all requirements AND I am currently working with a second person exploring a center in the west end.

Heads Up! I will be out of pocket November 15th-17th coordinating our annual Empty Bowls Event. Please join us for a simple soup lunch 11-1 or dinner 5-7 at Up Yonder!

We still need a few volunteers, it's also good spot for older kids to serve the community, invite them! <https://bit.ly/3s1Gvhz>

Happy to answer any questions.

Pat

[pcampanaro@gmail.com](mailto:pcampanaro@gmail.com)

651-336-2964