



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

**Tuesday, May 21, 2024 – 4:00 PM**

Cook County Courthouse - Commissioner's Room

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

Grand Marais, MN 55604

**AGENDA**

- 1. President Pro Tempore**
- 2. Call to Order**
- 3. Welcome Commissioner - County Appointment**
- 4. Public to Address the Commission**
- 5. Approval of Agenda**
- 6. Public Hearings**
- 7. Approval of Meeting Minutes**
  - a. April 16, 2024 Special Meeting ([pages 1](#))
  - b. April 16, 2024 Regular Meeting ([pages 2-5](#))
- 8. Review of Financials**
  - a. EDA April Financials (accept and forward to audit) ([pages 6-9](#))
  - b. EDA April Payments (motion to approve) ([page 10](#))
  - c. Superior National at Lutsen Golf Course April (accept and forward to audit) ([pages 11-15](#))
- 9. New Business**
  - a. Nomination of Secretary, Appointment to Grant Review Committee ([page 16](#))
  - b. Letter of Intent, Cedar Grove Lot 2, Block 8, Northshore Dirt Work LLC ([pages 17-19](#))
  - c. Preliminary 2025 Budget and Levy Request ([page 20](#))
  - d. Grant Support for The Heights Residential Project ([page 21](#))
  - e. Resolutions for Approval

**2024-26** RESOLUTION AUTHORIZING WEST END QUAD POD, LLC TO LEASE ONE UNIT AT FOUR DIRECTION DWELLINGS IN LUTSEN MINNESOTA TO A TENANT THAT DOES NOT MEET THE DEFINITION OF WORKFORCE HOUSING AS DESCRIBED IN THE APPLICABLE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS ([pages 22-23](#))

**2024-27** RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENT WITH GARRETT ECKMAN FOR SERVICES AT SUPERIOR NATIONAL AT LUTSEN GOLF COURSE ([pages 24-31](#))

**2024-28** RESOLUTION RATIFYING RESOLUTIONS AND ACTIONS OF THE COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY FROM JANUARY 1 TO APRIL 30, 2024 ([pages 32-36](#))

**2024-29** RESOLUTION ADOPTING COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY EMPLOYEE HANDBOOK ([pages 37-79](#))

**2024-30** RESOLUTION APPROVING A FUNDING AGREEMENT WITH COOK COUNTY AND CORRESPONDING GRANT FINANCING FOR THE PINCUSHION TRAIL REHAB AND EXPANSION PROJECT IN GRAND MARAIS MINNESOTA ([pages 80-83](#))

**2024-31** RESOLUTION APPROVING A TWO YEAR LEASE AGREEMENT WITH DROSER HOLDINGS, LLC FOR OFFICE SPACE AT 425 W HIGHWAY 61 ([pages 84-90](#))

**10. Other/Old Business**

- a. Offer letter Paulina Backstrom, Lot 4, Block 4 Cedar Grove Business Park ([pages 91-94](#))
- b. SBDC Monthly Report ([page 95](#))
- c. Executive Director Updates
  - i. EDA/HRA Partnership
  - ii. EDA Strategic Plan
  - iii. Community Energy Transition Grant Program
  - iv. Great Places Grant Program Contribution
  - v. Regular meeting of EDA June

**11. Committee Reports**

**12. Commissioner Items**

**13. Adjourn**

*Next Meeting: Monday, June 17, 2024 at 4:00 p.m. Cook County Courthouse – Commissioner’s Room.*



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

**Tuesday, April 16, 2024 – 3:30 PM**

Cook County Courthouse - Commissioner's Room

411 W 2nd Street

Grand Marais, MN 55604

**SPECIAL MEETING MINUTES**

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

**Absent:** None

**Others Present:** Theresa Bajda, Pat Campanaro, minute taker Maggie Barnard, Jason Hale

**1. Call to Order**

President Surbaugh called the Special Meeting to order at 3:34 pm.

**2. Discuss Business Development Fund Grant Program**

Bajda noted this meeting was scheduled to facilitate discussion on the revised program guidelines for the EDA's Business Development Fund grant program. Bajda noted there is a resolution on the regular meeting agenda tonight, which can be removed if the Board needs more time for discussion. Bajda provided background on the program and desire to meet the needs of local businesses while keeping in mind the grant program is levy funded by Cook County and should serve a public purpose, with controls and compliance measures in place.

Board members discussed eligible grant expenditures, maximum award amounts, and required match.

**Motion to revise guidelines to set no minimum request, maximum request of \$25,000, 10% match for requests ranging from \$5,001-\$10,000 and 25% match for request greater than \$10,001.**

(Hedstrom/Bursheim). Vote: Passed (7-0).

Board discussed whether a Profit and Loss statement should be required with applications and decided it can be noted in the guidelines that additional documents may be requested/required.

**3. Adjourn**

**Motion to adjourn special meeting at 4:05 pm.** (Bursheim/Hedstrom) Vote: Passed (7-0)

Respectfully submitted by minute taker Maggie Barnard



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

**Tuesday, April 16, 2024 – 4:00 PM**

Cook County Courthouse - Commissioner's Room

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

Grand Marais, MN 55604

**MINUTES**

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

Absent: None

Others present: Theresa Bajda, Pat Campanaro, Stacey Johnson, Jason Hale, minute taker Maggie Barnard

**1. Call to Order**

The April 16, 2024 regular meeting of the EDA was called to order by President Surbaugh at 4:08 pm.

**2. Public to Address the Commission**

Surbaugh called for public comments. No comments.

**3. Approval of Agenda**

Surbaugh called for any additions to agenda and if there are none, a motion to approve the agenda as presented.

**Motion to approve the April 16, 2024 agenda as presented.** (Hedstrom/Shackleton) Vote: Passed (7-0)

**4. Public Hearings**

**2024-18** RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY TO JEREMY LARSON

Surbaugh opened the public hearing and announced that any member of public may come forward, state their first and last name and provide comments. Surbaugh called for public comment three times. No comments. Surbaugh closed the public hearing.

**5. Approval of Meeting Minutes**

March 19, 2024 Regular Meeting **Motion to approve the March 19, 2024 EDA regular meeting minutes.**

(Hedstrom/Shackleton) Vote: Passed (7-0)

**6. Review of Financials**

a. EDA March Financials (accept and forward to audit)

Shackleton noted that cash positions are good.

Somnis requested that on the Profit and Loss statement, the word "gross profit" be changed to align with government accounting practices.

Shackleton indicated he would check with the bookkeeper to see if this was possible or whether it was simply a QuickBooks template.

Bajda noted there will be a roughly \$33,000 payment to the City of Grand Marais in April for a special assessment payment for Cedar Grove that was missed in June 2023 upon receipt of the EDA's levy payment from the County.

**Board Members and President accept and forward March EDA financials to audit.**

b. EDA March Payments (motion to approve)

**Motion to approve EDA March payments.** (Hedstrom/Shackleton) Vote: Passed (7-0)

c. Superior National at Lutsen Golf Course March (accept and forward to audit)

Shackleton noted there was little activity in March but cash position is healthy compared to previous years.

**Board Members and President accept and forward March EDA Financials to audit.**

## **7. New Business**

a. Resolutions for Approval

**2024-18** RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY TO JEREMY LARSON

Bajda noted the board previously accepted an offer in January 2024 and Mr. Larson intends to construct a roughly 40'x60' shop on the lot to allow for expansion of his current business. **Motion to approve Resolution 2024-18.**

(Hedstrom/Shackleton) Vote: Passed (7-0)

**2024-19** RESOLUTION ADOPTING COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY BUSINESS DEVELOPMENT FUND GRANT PROGRAM GUIDELINES

Bajda clarified for the public record that the guidelines being approved are in the form discussed and finalized at the EDA's special meeting earlier today on April 16, 2024. **Motion to approve Resolution 2024-19.** (Mills/Shackleton)

Vote: Passed (7-0)

**2024-20** RESOLUTION ADOPTING AMENDED COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT PROCUREMENT POLICY

Bajda noted the board approved a purchasing policy at their October 2023 meeting, but this amendment will encompass operations of both the EDA and Superior National at Lutsen Golf Course while incorporating findings from the 2022 audit. Bajda noted the Finance Committee has reviewed and provided feedback.

Treasurer Shackleton noted that the golf cart leases will be a costlier expenditure this year and require necessary bidding practices.

Somnis raised question on Section IV related to Superior National and whether the Board of Governors should be included as part of the approval process for certain dollar amount thresholds.

Discussion amongst Commissioners.

Bajda noted the Board of Governors will be added as a required approval for purchases in excess of \$25,000 and the Board of Governors President for purchases in excess of \$10,000.

**Motion to approve Resolution 2024-20 with stated amendments to Section Four by Bajda.** (Shackleton/Mills) Vote: Passed (7-0)

**2024-21** RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH THE MAYHEW LLC AND CORRESPONDING GRANT FINANCING FOR THE MAYHEW EXPANSION PROJECT IN GRAND MARAIS MINNESOTA

**Motion to approve Resolution 2024-21.** (Hedstrom/Bursheim) Vote: Passed (7-0)

**2024-22** RESOLUTION APPROVING FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH LUTSEN MOUNTAINS CORPORATION AND CORRESPONDING GRANT FINANCING FOR THE PAPA CHARLIES COMMERCIAL PROJECT IN LUTSEN MINNESOTA

Bajda noted the existing Development Agreement with Lutsen Mountains Corporation is related to the \$75,000 IRRR commercial redevelopment grant award and this amendment will incorporate additional grant funding received from IRRR in the amount of \$400,000. **Motion to approve Resolution 2024-22** (Hedstrom/Mills) Vote: Passed (7-0)

**2024-23** RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH NORTH SHORE WASTE LLC AND CORRESPONDING GRANT FINANCING FOR THE TRANSFER STATION CONSTRUCTION PROJECT IN GRAND MARAIS MINNESOTA

Bajda noted this is related to an IRRR grant award from 2023 and may need to be assigned to the County once it's clear who will oversee construction management. **Motion to approve Resolution 2024-23.** (Mills/Hedstrom) Vote: Passed (7-0)

**2024-24** RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH SUPERIOR CYCLING ASSOCIATION AND CORRESPONDING GRANT FINANCING FOR THE PINCUSHION TRAIL REHAB AND EXPANSION PROJECT IN GRAND MARAIS MINNESOTA

**Motion to approve Resolution 2024-24.** (Mills/Shackleton) Vote: Passed (7-0)

**2024-25** RESOLUTION APPROVING A LOAN AGREEMENT WITH GUNFLINT VUE LLC AND CORRESPONDING DEFERRED LOAN OF \$200,000 TO SUPPORT CONSTRUCTION OF SWITCHBACK VILLAGE APARTMENTS IN GRAND MARAIS MINNESOTA

Bajda noted this loan will be provided at a 2% interest rate over the term of three years, or until the Developer refinances, whichever is sooner. Noted that principal and interest payments will be deferred until the end of the loan term. **Motion to approve Resolution 2024-25.** (Mills/Bursheim) Vote: Passed (7-0)

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

a. Offer Letter Paulina Backstrom, Lot 4, Block 4 Cedar Grove Business Park

Bajda said the EDA received an offer of \$12,000 from Paulina Backstrom in early March 2024 to support her business expansion. Noted the average lot sale price at Cedar Grove is \$26,000 and that this lot borders the Gunflint Trail.

Commissioners discussed small section of wetland on this lot and decided to keep this item on old business with no action taken. Commissioners requested Bajda provide feedback to Paulina on the offer amount and request additional information on the building plan and economic impact such as employees hired.

b. SBDC Monthly Report

Campanaro said it has been a very busy month working with Theresa on Promise Act Grant assistance. Noted her work with nine new businesses that have started since the beginning of 2024.

c. Executive Director Updates

Bajda said the website redesign is moving along with Molly Larson. Board retreat is June 7, 2024 at CCHE conference room. Shared information on MN DEED Energy Transition Grant and opportunities for Taconite Harbor consultant led planning, research support.

## **9. Committee Reports**

No committee reports.

## **10. Commissioner Items**

None.

Jason Hale gave his thanks for the EDA Switchback loan, they are planning to break ground in May and he noted that they received the grant from IRRR for the Heights project.

**11. Adjourn**

**Motion to adjourn regular meeting at 5:12 pm** (Hedstrom/Bursheim) Vote: Passed (7-0)

*Next Meeting: May 21, 2024 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 April 30, 2024

	TOTAL		
	AS OF APR 30, 2024	AS OF APR 30, 2023 (PY)	% CHANGE
<b>ASSETS</b>			
Current Assets			
Bank Accounts			
GMSB Checking Account	15,756.22		
GMSB Money Market	416,979.36	198,467.31	110.10 %
NSFCU 5162030 Checking	6,378.28	235,842.52	-97.30 %
NSFCU Money Market (87)	0.00	134,843.38	-100.00 %
NSFCU Patronage	32.96	1,130.75	-97.09 %
NSFCU Savings	10.19	10,028.22	-99.90 %
<b>Total Bank Accounts</b>	<b>\$439,157.01</b>	<b>\$580,312.18</b>	<b>-24.32 %</b>
Accounts Receivable			
Accounts Receivable	0.00	25,000.00	-100.00 %
<b>Total Accounts Receivable</b>	<b>\$0.00</b>	<b>\$25,000.00</b>	<b>-100.00 %</b>
Other Current Assets			
Due from Lutsen Recreation	0.00	23,420.61	-100.00 %
Due from Lutzen Mountainside	10,125.00		
Due from SNL (deleted)	0.00	150,000.00	-100.00 %
Prepaid Rent	915.00	915.00	0.00 %
Taxes Receivable - current	19,926.46	19,926.46	0.00 %
Taxes Receivable - delinquent	8,396.00	8,396.00	0.00 %
Undeposited Funds	0.00	0.00	
<b>Total Other Current Assets</b>	<b>\$39,362.46</b>	<b>\$202,658.07</b>	<b>-80.58 %</b>
<b>Total Current Assets</b>	<b>\$478,519.47</b>	<b>\$807,970.25</b>	<b>-40.78 %</b>
Fixed Assets			
Land Held for Resale	303,000.00	303,000.00	0.00 %
<b>Total Fixed Assets</b>	<b>\$303,000.00</b>	<b>\$303,000.00</b>	<b>0.00 %</b>
Other Assets			
Tac Area Bus Relief Note Rec	0.00	161,205.17	-100.00 %
<b>Total Other Assets</b>	<b>\$0.00</b>	<b>\$161,205.17</b>	<b>-100.00 %</b>
<b>TOTAL ASSETS</b>	<b>\$781,519.47</b>	<b>\$1,272,175.42</b>	<b>-38.57 %</b>
<b>LIABILITIES AND EQUITY</b>			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	0.00	24,481.14	-100.00 %
<b>Total Accounts Payable</b>	<b>\$0.00</b>	<b>\$24,481.14</b>	<b>-100.00 %</b>
Credit Cards			
Visa Credit Card	0.00	19.00	-100.00 %
<b>Total Credit Cards</b>	<b>\$0.00</b>	<b>\$19.00</b>	<b>-100.00 %</b>
Other Current Liabilities			
Contingent Liability	0.00	216,000.00	-100.00 %



# Cook County/Grand Marais Economic Development Authority

## Balance Sheet

As of April 30, 2024

	TOTAL		
	AS OF APR 30, 2024	AS OF APR 30, 2023 (PY)	% CHANGE
Deferred Revenue	0.00	0.00	
Due to City of Grand Marais	303,695.21	362,762.02	-16.28 %
Due to Cook County	0.00	100,000.00	-100.00 %
Due to Workforce Recruitment	0.00	0.00	
Salaries/Benefits	0.00	-108.76	100.00 %
<b>Total Other Current Liabilities</b>	<b>\$303,695.21</b>	<b>\$678,653.26</b>	<b>-55.25 %</b>
<b>Total Current Liabilities</b>	<b>\$303,695.21</b>	<b>\$703,153.40</b>	<b>-56.81 %</b>
Long-Term Liabilities			
Unavailable Rev - Deferred Tax	8,396.00	8,396.00	0.00 %
<b>Total Long-Term Liabilities</b>	<b>\$8,396.00</b>	<b>\$8,396.00</b>	<b>0.00 %</b>
<b>Total Liabilities</b>	<b>\$312,091.21</b>	<b>\$711,549.40</b>	<b>-56.14 %</b>
Equity			
Opening Bal Equity	-25,325.79	131,395.58	-119.27 %
Retained Earnings	598,045.21	559,062.67	6.97 %
Net Income	-103,291.16	-129,832.23	20.44 %
<b>Total Equity</b>	<b>\$469,428.26</b>	<b>\$560,626.02</b>	<b>-16.27 %</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$781,519.47</b>	<b>\$1,272,175.42</b>	<b>-38.57 %</b>

# Cook County/Grand Marais Economic Development Authority

## Budget vs. Actuals: Budget\_FY24\_P&L - FY24 P&L

January - December 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
EDA Levy				
Levy County - Operations	12,817.19	430,720.00	-417,902.81	2.98 %
Levy County Cedar Grove Pass Thru	3,236.99	60,000.00	-56,763.01	5.39 %
<b>Total EDA Levy</b>	<b>16,054.18</b>	<b>490,720.00</b>	<b>-474,665.82</b>	<b>3.27 %</b>
Grant Income	3,000.00		3,000.00	
Interest Income	3,235.18		3,235.18	
Northland SBDC Income	16,620.00	49,980.00	-33,360.00	33.25 %
Rent HRA	900.00	1,800.00	-900.00	50.00 %
<b>Total Income</b>	<b>\$39,809.36</b>	<b>\$542,500.00</b>	<b>\$ -502,690.64</b>	<b>7.34 %</b>
<b>GROSS PROFIT</b>	<b>\$39,809.36</b>	<b>\$542,500.00</b>	<b>\$ -502,690.64</b>	<b>7.34 %</b>
<b>Expenses</b>				
Contingency				
		13,928.03	-13,928.03	
Dues/Memberships	396.66	7,000.00	-6,603.34	5.67 %
Operating Expenses				
Advertising/Marketing/Website	3,065.00	4,000.00	-935.00	76.63 %
Bank Charges	50.00		50.00	
Melio Service Fees	40.50	150.00	-109.50	27.00 %
<b>Total Bank Charges</b>	<b>90.50</b>	<b>150.00</b>	<b>-59.50</b>	<b>60.33 %</b>
Insurance		3,200.00	-3,200.00	
Meeting Expenses & Per Diem	425.00	4,000.00	-3,575.00	10.63 %
Office Expenses				
Equipment/Computers/Virtual	962.77	5,000.00	-4,037.23	19.26 %
Supplies	1,463.80	3,200.00	-1,736.20	45.74 %
<b>Total Office Expenses</b>	<b>2,426.57</b>	<b>8,200.00</b>	<b>-5,773.43</b>	<b>29.59 %</b>
Rent Expense	5,714.14	14,400.00	-8,685.86	39.68 %
Telephone	146.25	360.00	-213.75	40.63 %
<b>Total Operating Expenses</b>	<b>11,867.46</b>	<b>34,310.00</b>	<b>-22,442.54</b>	<b>34.59 %</b>
Professional Services				
Accounting Support	1,637.50	4,000.00	-2,362.50	40.94 %
Legal	2,755.50	7,500.00	-4,744.50	36.74 %
Misc Services	185.00		185.00	
Public Financing Consulting		7,500.00	-7,500.00	
SBDC Consultant Expense	19,320.00		19,320.00	
State Audit	21,200.00	22,000.00	-800.00	96.36 %
<b>Total Professional Services</b>	<b>45,098.00</b>	<b>41,000.00</b>	<b>4,098.00</b>	<b>110.00 %</b>
<b>PROJECTS</b>				
Business Development Program	22,994.27	200,000.00	-177,005.73	11.50 %
Cedar Grove Business Park Pass Thru	35,812.55	60,000.00	-24,187.45	59.69 %
Cedar Grove Special Assessments	4,379.62	11,216.97	-6,837.35	39.04 %
<b>Total PROJECTS</b>	<b>63,186.44</b>	<b>271,216.97</b>	<b>-208,030.53</b>	<b>23.30 %</b>
Staff Expenses				

# Cook County/Grand Marais Economic Development Authority

## Budget vs. Actuals: Budget\_FY24\_P&L - FY24 P&L

January - December 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Director Salary (w/ benefits)	53,154.01	117,300.00	-64,145.99	45.31 %
Training/Travel/Mileage	669.83	5,000.00	-4,330.17	13.40 %
<b>Total Staff Expenses</b>	<b>53,823.84</b>	<b>122,300.00</b>	<b>-68,476.16</b>	<b>44.01 %</b>
Tax				
Payroll		0.00	0.00	
<b>Total Tax</b>		<b>0.00</b>	<b>0.00</b>	
<b>Total Expenses</b>	<b>\$174,372.40</b>	<b>\$489,755.00</b>	<b>\$ -315,382.60</b>	<b>35.60 %</b>
NET OPERATING INCOME	<b>\$ -134,563.04</b>	<b>\$52,745.00</b>	<b>\$ -187,308.04</b>	<b>-255.12 %</b>
NET INCOME	<b>\$ -134,563.04</b>	<b>\$52,745.00</b>	<b>\$ -187,308.04</b>	<b>-255.12 %</b>

# Cook County/Grand Marais Economic Development Authority

## Bill Approval Status

May 2024

BILL NUMBER	VENDOR	BILL DATE	AMOUNT	PAID STATUS	APPROVAL STATUS	DUE DATE
--	Maggie Barnard	05/08/2024	\$100.00	Paid	--	05/18/2024
240401	Campanaro, Pat	05/08/2024	\$2,700.00	Paid	--	05/18/2024
--	Sarena Crowley	05/08/2024	\$300.00	Paid	--	05/18/2024
--	Drosera Holdings	05/08/2024	\$1,210.51	Paid	--	05/18/2024
--	The Northspan Group, Inc.	05/08/2024	\$75.00	Paid	--	05/18/2024
--	Cook County Auditor's Office	05/08/2024	\$25,050.12	Unpaid	--	05/18/2024
1841	The Northspan Group, Inc.	05/08/2024	\$185.00	Paid	--	05/18/2024
--	Visit Cook County	05/08/2024	\$100.00	Paid	--	05/18/2024

# Superior National

## Balance Sheet

As of April 30, 2024

	TOTAL	
	AS OF APR 30, 2024	AS OF MAR 31, 2024 (PP)
<b>ASSETS</b>		
Current Assets		
Bank Accounts		
Cash on Hand	1,100.00	1,100.00
NSFCU Checking	0.00	0.00
NSFCU Checking 5162029	2,338.61	-4,013.19
NSFCU Money Market	202,624.94	291,799.58
NSFCU Patronage Rebate	1,344.11	1,333.65
NSFCU Savings	10.00	10.00
<b>Total Bank Accounts</b>	<b>\$207,417.66</b>	<b>\$290,230.04</b>
Accounts Receivable		
Accounts Receivable	25,000.00	25,000.00
<b>Total Accounts Receivable</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>
Other Current Assets		
	<b>\$40,158.19</b>	<b>\$40,158.19</b>
<b>Total Current Assets</b>	<b>\$272,575.85</b>	<b>\$355,388.23</b>
Fixed Assets		
Accumulated Depreciation	-6,632,218.98	-6,632,218.98
Building - Club House	426,088.97	426,088.97
Building - Maintenance	69,357.03	69,357.03
Capital Items	26,350.00	26,350.00
Club House Equipment	133,018.81	133,018.81
Golf Course Equipment	1,405,662.23	1,405,662.23
Golf Course Land	213,685.00	213,685.00
Land Improvements - 1st 18 Hole	2,705,805.25	2,705,805.25
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>\$6,288,455.94</b>	<b>\$6,288,455.94</b>
Other Assets		
Deferred Outflow - Pension	63,452.00	63,452.00
Right to use leased assets	347,232.00	347,232.00
<b>Total Other Assets</b>	<b>\$410,684.00</b>	<b>\$410,684.00</b>
<b>TOTAL ASSETS</b>	<b>\$6,971,715.79</b>	<b>\$7,054,528.17</b>

# Superior National

## Balance Sheet

As of April 30, 2024

	TOTAL	
	AS OF APR 30, 2024	AS OF MAR 31, 2024 (PP)
<b>LIABILITIES AND EQUITY</b>		
Liabilities		
Current Liabilities		
Accounts Payable		
*Accounts Payable	-5,839.47	-5,726.37
<b>Total Accounts Payable</b>	<b>\$ -5,839.47</b>	<b>\$ -5,726.37</b>
Credit Cards	<b>\$0.00</b>	<b>\$0.00</b>
Other Current Liabilities		
Capital Reserves	250,000.00	250,000.00
Direct Deposit Payable	0.00	0.00
Due to EDA	0.00	0.00
Gift Certificates	34,545.21	34,070.21
Minnesota Department of Revenue Payable	0.00	0.00
Payroll Liabilities		
Child Support	0.00	0.00
Federal Taxes (941/944)	2,563.84	1,920.10
MN Income Tax	485.02	347.40
MN Unemployment Taxes	-6,884.53	0.00
PERA Employee	0.00	0.00
PERA Life	0.00	0.00
Rent	0.00	0.00
<b>Total Payroll Liabilities</b>	<b>-3,835.67</b>	<b>2,267.50</b>
Sales Tax Payable	-70,046.30	-70,046.30
Tips Payable	675.04	1,278.04
<b>Total Other Current Liabilities</b>	<b>\$211,338.28</b>	<b>\$217,569.45</b>
<b>Total Current Liabilities</b>	<b>\$205,498.81</b>	<b>\$211,843.08</b>
Long-Term Liabilities		
Deferred Inflow - Pension	50,663.00	50,663.00
Lease Liability	264,656.00	264,656.00
Loan Payable - Cook County	2,169,972.00	2,169,972.00
Net Pension Liability	198,001.00	198,001.00
<b>Total Long-Term Liabilities</b>	<b>\$2,683,292.00</b>	<b>\$2,683,292.00</b>
<b>Total Liabilities</b>	<b>\$2,888,790.81</b>	<b>\$2,895,135.08</b>
Equity	<b>\$4,082,924.98</b>	<b>\$4,159,393.09</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$6,971,715.79</b>	<b>\$7,054,528.17</b>

# Superior National

## Profit and Loss

April 2024

	TOTAL	
	APR 2024	JAN - APR, 2024 (YTD)
<b>Revenue</b>		
Golfing Related Sales		
Greens Fees	711.31	1,578.66
<b>Total Golfing Related Sales</b>	<b>711.31</b>	<b>1,578.66</b>
Lutsen 99er		25,000.00
<b>Merchandise, Beverage &amp; Food</b>		
Beverage Sales		14,915.16
Food Sales		8,063.75
Merchandise Sales		680.35
<b>Total Merchandise, Beverage &amp; Food</b>		<b>23,659.26</b>
Sales - Unallocated	2,571.08	3,535.63
<b>Total Revenue</b>	<b>\$3,282.39</b>	<b>\$53,773.55</b>
<b>Cost of Goods Sold</b>		
Beverage CoGS	3,094.66	4,633.39
Food CoGS		4,564.20
Merchandise CoGS	6,493.17	6,126.19
<b>Total Cost of Goods Sold</b>	<b>\$9,587.83</b>	<b>\$15,323.78</b>
<b>GROSS PROFIT</b>	<b>\$ -6,305.44</b>	<b>\$38,449.77</b>
<b>Expenditures</b>		
<b>Administrative &amp; General</b>		
Computers/POS		90.00
Credit Card Fees	226.14	864.42
Employee Recruitment		405.60
Insurance	1,587.80	1,998.80
Licenses/Permits/Dues		1,349.22
Office Expense		213.38
Rent Expense		-945.50
Travel Expense		1,037.84
<b>Total Administrative &amp; General</b>	<b>1,813.94</b>	<b>5,013.76</b>
Capital Expenditures	18,484.16	44,060.84
Club House		
Cash Over/Short		-32.41
Repairs and Maintenance	4,090.06	6,994.71
Supplies	60.58	319.74
Uniforms	333.26	2,012.96

# Superior National

## Profit and Loss

April 2024

	TOTAL	
	APR 2024	JAN - APR, 2024 (YTD)
Utilities	108.38	108.38
Electric - Club House	698.35	1,725.84
Internet - Club House	447.00	1,324.33
Propane - Club House		490.43
Telephone - Club House	269.11	1,825.51
Television - Club House	172.06	404.00
<b>Total Utilities</b>	<b>1,694.90</b>	<b>5,878.49</b>
<b>Total Club House</b>	<b>6,178.80</b>	<b>15,173.49</b>
Grounds Maintenance		
Gas/Lube	1,862.33	7,167.77
Seed & Soil	7,612.61	7,612.61
Small Tools/Parts	6,402.26	17,223.47
Supplies	1,104.05	3,162.41
Utilities		
Electric	906.26	1,658.26
Garbage		241.02
Propane		1,924.62
<b>Total Utilities</b>	<b>906.26</b>	<b>3,823.90</b>
Vehicle Maintenance/Gas	396.43	1,459.68
<b>Total Grounds Maintenance</b>	<b>18,283.94</b>	<b>40,449.84</b>
Melio Service Fees	10.50	90.50
Misc Expense		743.30
Payroll Expenses		
Payroll Burden		
Payroll Taxes	2,298.83	9,790.58
Retirement/PERA	848.08	4,353.06
Work Comp Insurance	404.12	404.12
<b>Total Payroll Burden</b>	<b>3,551.03</b>	<b>14,547.76</b>
Salaries/Wages		
Grounds	7,974.20	20,847.76
Proshop	1,013.25	15,274.54
Salaried Employees	11,307.70	50,884.65
<b>Total Salaries/Wages</b>	<b>20,295.15</b>	<b>87,006.95</b>
<b>Total Payroll Expenses</b>	<b>23,846.18</b>	<b>101,554.71</b>
Professional Services		
Accounting/Audit	1,730.75	4,036.75
Consulting		9,000.00



# Superior National

## Profit and Loss

April 2024

	TOTAL	
	APR 2024	JAN - APR, 2024 (YTD)
Marketing and Promotion	221.00	4,176.95
<b>Total Professional Services</b>	<b>1,951.75</b>	<b>17,213.70</b>
<b>Total Expenditures</b>	<b>\$70,569.27</b>	<b>\$224,300.14</b>
NET OPERATING REVENUE	<b>\$ -76,874.71</b>	<b>\$ -185,850.37</b>
Other Revenue		
Interest Income	406.60	2,435.63
Misc Income		912.33
<b>Total Other Revenue</b>	<b>\$406.60</b>	<b>\$3,347.96</b>
NET OTHER REVENUE	<b>\$406.60</b>	<b>\$3,347.96</b>
NET REVENUE	<b>\$ -76,468.11</b>	<b>\$ -182,502.41</b>

**COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY  
BOARD OF COMMISSIONERS ROSTER AND COMMITTEE ASSIGNMENTS  
2024**

*Amended May 21, 2024*

*Pursuant to Minnesota Statutes, Section 469.096, Subd.2, An Authority shall elect a president, a vice-president, a treasurer, a secretary, and an assistant treasurer. The authority shall elect the president, treasurer, and secretary annually. A commissioner must not serve as president and vice-president at the same time. The other offices may be held by the same commissioner. The offices of secretary and assistant treasurer need not be held by a commissioner.*

**Commissioner Roster**

<b>Commissioner</b>	<b>Appointment</b>	<b>Term</b>
Steve Surbaugh	County	2022-2024
Howard Hedstrom	County	2020-2025
David Mills	County Board Rep	2023-2026
Peter Clissold	County	2024 - 2029
Mark Shackleton	City	2022-2026
Tracy Benson	City Council Rep	2023-2026
Myron Bursheim	City	2022-2024

**Board Officers**

<b>Office</b>	<b>Commissioner</b>
President	Steve Surbaugh
Vice President	Howard Hedstrom
<b>Secretary</b>	
Treasurer	Mark Shackleton
Assistant Treasurer	Theresa Bajda, Executive Director

**Committee Assignments**

<b>Committee</b>	<b>Chair</b>	<b>Commissioner</b>	<b>Commissioner</b>
Finance	Mark Shackleton	Steve Surbaugh	Howard Hedstrom
Personnel	Myron Bursheim	Tracy Benson	David Mills
Grant Review	Steve Surbaugh	Mark Shackleton	<b>Vacancy</b>
Design Review	Steve Surbaugh	Mark Shackleton	Howard Hedstrom
Taconite Harbor	Tracy Benson	Myron Bursheim	David Mills

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

**FROM:** Matt and Sara Weik

**DATE:** 5-14-2024

**RE: Letter of Intent to Purchase Lot(s) at Cedar Grove Business Park**

**INTENT:** The purpose of this letter is to set forth some of the basic terms and conditions of the proposed purchase by the undersigned (the “Buyer”) of certain real estate owned by the Cook County/Grand Marais Joint Economic Development Authority (the “Seller”). The terms set forth in this Letter will not become binding until a more detailed “Development Agreement” is negotiated and signed by the parties.

**SELLER:** COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY

425 W Highway 61, Suite B  
Grand Marais, MN 55604

**BUYER:** Matt and Sara Weik DBA Northshore Dirtwork LLC

**CONTACT NAME:** Matt Weik

**CONTACT ADDRESS:** 657 ableiter road Wrenshall, MN Also 488 east bearskin road Grand Marais (cant receive mail there

**PROPERTY.** The property proposed to be purchased is owned by the Cook County/Grand Marais Joint Economic Development Authority located at Lot \_\_ 2\_ Block \_\_ 8\_\_ in Cedar Grove Business Park, Grand Marais, Minnesota. The proposed purchase price is \$ \_\_ \$14,000 \_\_; and the Buyer wishes to use the property for the purpose of To build a work shop/garage to house our equipment and supplies and to build an employee housing unit/office.

**NON-BINDING.** This letter of Intent does not and is not intended to contractually bind the parties and is only an expression of the basic conditions to be incorporated into a binding Development Agreement. This Letter does not require either party to negotiate in good faith or to proceed to the completion of a binding Development Agreement. The parties shall not be contractually bound unless and until they enter into a formal, written Development Agreement, which must be in form and content satisfactory to each party and to each party’s legal counsel, in their sole discretion. Neither party may rely on this Letter as creating any legal obligation of any kind.

**EXPIRATION OF OFFER.** This Letter of Intent shall constitute an open offer until such time that a quorum of the Cook County/Grand Marais Joint Economic Development Authority Board of Commissioners has had the opportunity to respond to the offer.

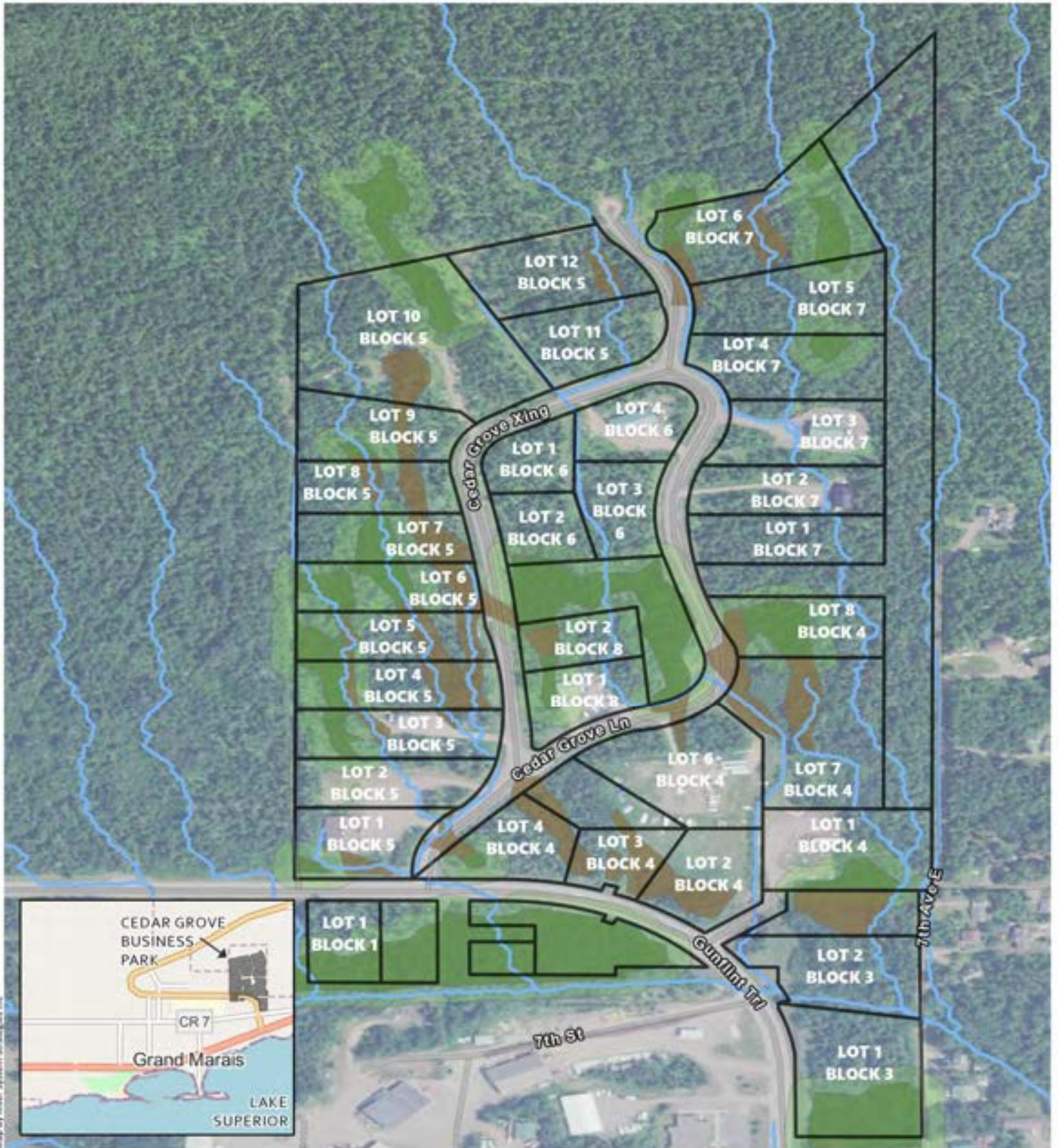
If you would like to discuss a sale of Real Estate with the undersigned on these general terms, please sign and return a copy of this Letter of Intent to the undersigned at your earliest convenience.

\_\_\_ Matt Weik Owner \_\_\_\_\_

**Insert Name, Title**



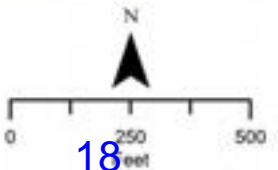
GRAND MARAIS EDA/COOK COUNTY  
 CEDAR GROVE BUSINESS PARK  
 OVERVIEW MAP



Map by River Systems Strategies Inc.

- Cedar Grove Business Park Parcels
- Preserved Wetland
- Mitigated Wetland

- Wetland 50' Natural Buffer
- MDNR Detailed Stream Lines







Business Park Legal Description	Parcel ID	Acres	Owner Name
LOT 2 BLOCK 8	27031-80-800-0802	0.85	COOK CO & GRAND MARAIS EDA

- Cedar Grove Business Park Boundary
- Cedar Grove Business Park Parcels
- Lot Setbacks
- Wetland 50' Natural Buffer
- Drainage Direction
- MDNR Detailed Stream Lines
- Non-Mitigated Wetland
- Mitigated Wetland
- 10' Contour
- 2' Contour
- Slope > 15 degrees

Notes:

- A 50' natural buffer is required surrounding the wetlands that have not been mitigated. If a buffer is not achievable all provisions must be made to control sediment from entering the wetlands. This includes providing redundant sediment control, for example double silt fence or a silt fence and sediment control log.
- It is recommended that land disturbance is minimized within 50' within the non-mapped streams and drainages.
- Cook County parcel data downloaded from MnGeo. Boundaries shown on the maps and the GIS data sets are approximate — they are not substitutes for certified property surveys, legal property descriptions or detailed plat maps.
- Lot setbacks are established in the Grand Marais Zoning Code Ordinance 152.13
- Aerial Imagery: Cook County 2018 Pictometry Mosaic



Category	2025 Budget & Levy Request	Proposed Change from 2024 Budget	2024 Budget
<b>Operating</b>			
Advertising, Marketing, Website	\$2,000.00	-50.00%	\$4,000.00
Rent (Utilities)	\$15,600.00	8.33%	\$14,400.00
Insurance	\$3,392.00	6.00%	\$3,200.00
Phone	\$360.00	0.00%	\$360.00
Board Per Diem/Meeting Expenses	\$4,000.00	0.00%	\$4,000.00
Bank Charges	\$200.00	33.30%	\$150.00
<b>Total Operating</b>	<b>\$25,552.00</b>	<b>-2.13%</b>	<b>\$26,110.00</b>
<b>Professional Services</b>			
Accounting (Sarena Crowley)	\$4,000.00	0.00%	\$4,000.00
Audit (Red Path)	\$23,000.00	4.54%	\$22,000.00
Legal (Fryberger)	\$10,000.00	33.33%	\$7,500.00
Public Finance (Ehlers)	\$2,000.00	-73.30%	\$7,500.00
SBDC Consultant - Cost Share w/Northland	\$20,000.00	100.00%	\$0.00
SBDC Consultant - Travel/Training	\$3,000.00	100.00%	\$0.00
<b>Total Professional Services</b>	<b>\$62,000.00</b>	<b>51.21%</b>	<b>\$41,000.00</b>
<b>Office Expenses</b>			
Supplies	\$3,200.00	0.00%	\$3,200.00
Equipment/IT	\$5,000.00	0.00%	\$5,000.00
<b>Total Office Expenses</b>	<b>\$8,200.00</b>	<b>0.00%</b>	<b>\$8,200.00</b>
<b>Dues, Memberships, Subscriptions</b>	<b>\$7,000.00</b>	<b>0.00%</b>	<b>\$7,000.00</b>
<b>Staff Expenses</b>			
Executive Director Salary	\$87,040.00	2.40%	\$85,000.00
Benefits/Payroll Burden - 38%	\$33,075.20	2.40%	\$32,300.00
County Accounting Fee	\$1,000.00	100.00%	not itemized
Training/Travel	\$5,000.00	0.00%	\$5,000.00
<b>Total Staff Expenses</b>	<b>\$126,115.20</b>	<b>3.11%</b>	<b>\$122,300.00</b>
<b>Financial Obligations</b>			
Cedar Grove Special Assessments	\$6,256.65	-44.44%	\$11,261.97
City of Grand Marais Pass Thru	\$60,000.00	0.00%	\$60,000.00
<b>Total Financial Obligations</b>	<b>\$66,256.65</b>	<b>-7.02%</b>	<b>\$71,261.97</b>
Business Development Fund	\$200,000.00	0.00%	\$200,000.00
Contingency (5%)	\$24,756.19	66.73%	\$14,848.03
<b>TOTAL Levy Request</b>	<b>\$519,880.04</b>	<b>5.94%</b>	<b>\$490,720.00</b>

Theresa Bajda  
 Executive Director  
 Cook County/Grand Marais Joint Economic Development Authority  
 218-387-3112 [cookcountymneda.org](http://cookcountymneda.org)

May 16, 2024

Hello Theresa,

The purpose of this memo is to request EDA financial support of up to \$75,000 for The Heights – a 36-unit multi-family project in Grand Marais.

This request stems from the funding gap that was created when the IRRR approved our initial grant request at a lower amount than we requested. That gap was a total of \$120,000. Jason Hale was able to reduce that shortfall to \$75,000 by applying additional ARPA funds and LK Johnson grants.

The need for EDA funding is amplified by the action of our senior lender, Bremer Bank, who has limited the amount of debt the project can carry without impacting their desired ratios. So, we must either obtain a grant or additional equity. Our actual shortfall exceeds \$75,000 but we are trying to raise more equity for that amount.

The chart below shows the current capital stack for The Heights. This assumes that the EDA will be able to make up the shortfall from the IRRR. Please let me know if you require additional information.

<b>Source of Funds - CCREF Hwy 61, LLC - The Heights - adjusted per Bremer</b>					
<b>Goal</b>	<b>\$8,120,000</b>				
<b>Source</b>	<b>Amount</b>	<b>Totals</b>	<b>% Total</b>		<b>Decision date</b>
IRRR	\$630,000		7.8%		03/26/24
ARPA	\$200,000		2.5%		03/26/24
TAF (tax abatement)	\$0		0.0%		05/30/24
HRA/LKJ Grant	\$45,000		0.6%		03/18/24
EDA	\$75,000		0.9%		
<b>Subtotal grants</b>		<b>\$950,000</b>		<b>11.7%</b>	
Equity	\$1,765,000		21.7%		in process
Equity Other - additional needed to be Equity or Grant to preserve cash flow.	\$147,500		1.8%		
Lot Sale Revenue	\$0		0.0%		
<b>Subtotal Equity</b>		<b>\$1,912,500</b>	0.0%	<b>23.6%</b>	
Subtotal Equity & Grants		\$2,862,500	0.0%	35.3%	
Senior debt (bank)	\$4,410,000		54.3%		05/15/24
Cook County Revolving Loan Fund	\$250,000		3.1%		done
Northland Foundation loan	\$300,000		3.7%		05/15/24
Grand Marais State Bank bridge	\$97,500		1.2%		05/31/24
Lot Purchase Loan	\$200,000		2.5%		done
Subtotal Loans		<b>\$5,257,500</b>		<b>64.7%</b>	
<b>Total</b>		<b>\$8,120,000</b>		<b>100.0%</b>	

Sincerely  
 Gary Latz  
 832-364-0310



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

**RESOLUTION NO. 2024-26**

**RESOLUTION AUTHORIZING WEST END QUAD POD, LLC TO LEASE ONE UNIT AT FOUR DIRECTION DWELLINGS IN LUTSEN MINNESOTA TO A TENANT THAT DOES NOT MEET THE DEFINITION OF WORKFORCE HOUSING AS DESCRIBED IN THE APPLICABLE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS**

WHEREAS, West End Quad Pod, LLC (“Declarant”) is that certain Declarant under the Declaration of Covenants, Conditions and Restrictions (“Declaration”) dated June 7, 2018, which was recorded with the County Recorder of Cook County on June 8, 2018 as Document No. A000127322; said Declaration was amended by a First Amendment on March 10, 2010; hereinafter referred to collectively as “Declarations”; and

WHEREAS, consistent with Section 1.10 of Declarations, rental units at Four Direction Dwellings in Lutsen, Minnesota are to be restricted for Workforce Housing; and

WHEREAS, Declarant requests consent from the Cook County/Grand Marais Joint Economic Development Authority (“Authority”) to waive the Workforce Housing requirement for one unit (#12D) at Four Direction Dwellings, which has remained vacant since January 1, 2024 despite marketing and advertisement efforts; and

WHEREAS, consistent with Section 5.2 of Declarations, the Authority agrees to not withhold consent to a waiver of the Workforce Housing restriction upon showing by Declarant of a shortage of qualified applicants to rent the Workforce Housing Units.

NOW, THEREFORE, BE IT RESOLVED, the EDA Board of Commissioners hereby authorize a waiver of the Workforce Housing restriction for unit 12D until July 1, 2025.

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

May 21, 2024

**STATEMENT OF PURPOSE:** The purpose of this resolution is to approve providing West Quad Pod, LLC (“Declarant”) a waiver to lease a two-bedroom unit at Four Direction Dwellings in Lutsen, Minnesota to a tenant that does not meet the definition of Workforce Housing as described in the existing Declaration of Covenants, Conditions and Restrictions. This unit has been vacant since January 1, 2024 despite advertising and marketing efforts. The Declarant has also connected with area businesses and lodging partners to see if there were staff housing needs. Upon approval by the EDA Board of Commissioners, this waiver will allow Declarant to lease unit 12D to an employer that is based outside of Cook County, but has staff that will require temporary housing for work in Cook County. Said employer and their staff do not meet the definition of Workforce Housing because they do not live in Cook County on a permanent, full-time basis and may travel home to their primary residence on the weekends or between jobs.



Upon vote taken the following voted:

For:

Against:

Abstain:

Whereupon said resolution was declared duly passed and adopted this 21<sup>st</sup> day of May, 2024.

---

Myron Bursheim  
Board President Pro Tempore

**STATE OF MINNESOTA )**

**) SS**

**COUNTY OF COOK )**

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May 2024, by Myron Bursheim the President Pro Tempore of the Cook County/Grand Marais Joint Economic Development Authority, an economic development authority under Minnesota Statutes Chapter 469, on behalf of the authority.

---

Notary Public

This instrument drafted by:  
Cook County/Grand Marais Joint Economic Development Authority  
425 Highway 61, Suite B  
PO Box 597  
Grand Marais, MN 55604  
(218) 387-3112

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

**RESOLUTION NO. 2024-27**

**RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENT WITH GARRETT ECKMAN TO SUPPORT  
OPERATIONS AT SUPERIOR NATIONAL AT LUTSEN GOLF COURSE IN 2024-2025**

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

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

May 21, 2024

**STATEMENT OF PURPOSE:**

The purpose of this resolution is to authorize an employment agreement with Garrett Eckman to support operations and management of Superior National at Lutsen Golf Course. Consistent with Exhibit A, Mr. Eckman will provide experienced Assistant Manager services in the pro shop, reporting directly to the Business Manager/Head Professional. Upon approval, this agreement will retroactively be effective April 29, 2024 through May 1, 2025 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 21<sup>st</sup> day of May 2024

ATTEST:

\_\_\_\_\_  
Myron Bursheim – Board President Pro Tempore

**EXHIBIT A**

**EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made effective as of April 29, 2024, by and between Garrett Eckman (the “Employee”), and the Cook County/Grand Marais Joint Economic Development Authority (“Employer”).

**RECITALS**

- A. The Employer wishes to employ an experienced person as “Assistant Manager” at Superior National at Lutsen (“Golf Course”), located in Lutsen, Minnesota, and to structure the efforts of said Assistant 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 Assistant Manager subject to the terms and conditions of this agreement.
- C. “Manager” is the Business Manager/Head Professional of Superior National at Lutsen Golf Course 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 Assistant Manager 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 Assistant Manager 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 \$50,000 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 two (2) week vacation annually. Vacation is to be taken at such time as approved by the Manager; such approval will not be unreasonably withheld.
4. Earned Sick and Safe (ESST): Employee shall accrue one hour of earned sick and safe time for every 30 hours worked, up to at least 48 hours in a year to be used consistent with Minnesota ESST law.
5. 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 assist Manager to 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 assistant 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 support operation of the golf range, weather permitting, from approximately May 1<sup>st</sup> to October 31<sup>st</sup>, 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 May 1, 2025, unless terminated or renewed pursuant to this paragraph.

#### 2.1.DURATION

The term “Employment Period”, shall mean from April 29, 2024, to May 1, 2025. The Assistant Manager shall attend regular meetings outside of normal business hours 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 April 29, 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 April 1. 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:

Garret Eckman  
PO Box 320  
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.

**Garrett Eckman:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Garrett Eckman, an Individual

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

By:

\_\_\_\_\_ Date: \_\_\_\_\_  
Theresa Bajda, Its Executive Director

By:

\_\_\_\_\_ Date: \_\_\_\_\_  
Myron Bursheim, Its Board President Pro Tempore

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

**RESOLUTION NO. 2024-28**

**RESOLUTION RATIFYING RESOLUTIONS AND ACTIONS OF THE COOK COUNTY/GRAND MARAIS JOINT  
ECONOMIC DEVELOPMENT AUTHORITY FROM JANUARY 1 TO APRIL 30, 2024**

WHEREAS, the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) approved resolutions and actions between January 1, 2024 and April 30, 2024 at their noticed board meetings as documented by meeting minutes; and

WHEREAS, the EDA is a joint authority consisting of seven commissioners, four of which are appointed by the Cook County Board (“County”) and three by the Grand Marais City Council; and

WHEREAS, there was one County appointed vacancy on the EDA Board effective December 31, 2023, for which an interim Commissioner served in a non-voting capacity.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) hereby ratify the resolutions and actions summarized in the attached Exhibit A that were approved between January 1, 2024 and April 30, 2024.

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

May 21, 2024

**STATEMENT OF PURPOSE:** The purpose of this resolution is to ratify resolutions and actions taken by the Board of Commissioners of the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) as summarized in the attached Exhibit A that were approved between January 1, 2024 and April 30, 2024. There was one Cook County appointed vacancy on the EDA Board effective December 31, 2024 for which an interim Commissioner served in a non-voting capacity. As reflected in meeting minutes, the attached Exhibit A documents all actions and resolutions approved at regular and special meetings of the EDA between January 1, 2024 and April 30, 2024.

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 21<sup>st</sup> day of May 2024

ATTEST:

\_\_\_\_\_  
Myron Bursheim – Board President Pro Tempore

**EXHIBIT A**

**RESOLUTIONS AND ACTIONS OF THE EDA JANUARY 1 – APRIL 30, 2024**

**January 16, 2024 Regular Meeting**

Motion to approve the January 16, 2024 meeting agenda as amended.

Motion to approve the December 19, 2023 regular meeting minutes.

Motion to accept offer from Jeremy Larson for Cedar Grove Lot 6, Block 5, contingent on Mr. Larson's discovery of buildable area on the lot.

Motion to approve December payments of the EDA.

**2024-01** 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 \$300,000 TO SUPPORT CONSTRUCTION OF THE BJORKBERG RESIDENTIAL PROJECT

Motion to reject offer from Paulina Backstrom for Lot 4 and 5, Block 4, Cedar Grove Business Park.

Motion to elect 2024 slate of EDA officers and committee assignments.

Motion to approve 2024 meeting dates of the EDA.

Motion to approve MOU as amended for conveyance of Cedar Grove Lot to Cook County HRA.

Motion to adjourn January 16, 2024 meeting at 5:43 p.m.

**February 20, 2024 Regular Meeting**

Motion to approve the February 20, 2024 meeting agenda as amended.

Motion to approve the January 16, 2024 regular meeting minutes.

Motion to approve January payments of the EDA.

**2024-02** RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY TO CASCADE VACATION RENTALS

**2024-03** RESOLUTION AUTHORIZING A FIRST AMENDMENT TO THE FUNDING AGREEMENT WITH HUNTER MACLAURIN FOR NORTHWOODS CHILDCARE STARTUP COSTS

**2024-04** 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 \$250,000 TO SUPPORT CONSTRUCTION OF THE TEMPERENCE TRAILS RESIDENTIAL PROJECT

**2024-05** RESOLUTION APPROVING 2024 MEDIA PLAN FOR SUPERIOR NATIONAL AT LUTSEN GOLF COURSE AND AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH W.A. FISHER CO FOR MARKETING AGENCY SERVICES IN AN AMOUNT NOT TO EXCEED \$75,050

**2024-06** RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH TABITHA BLANCHARD TO SUPPORT BAKE LAB PROJECT FOR A TOTAL AMOUNT NOT TO EXCEED \$2,295

**2024-07** 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 \$400,000 TO SUPPORT CONSTRUCTION OF THE MAYHEW COMMERCIAL DEVELOPMENT PROJECT IN DOWNTOWN GRAND MARAIS

**2024-08** 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 \$600,000 TO SUPPORT REDEVELOPMENT OF PAPA CHARLIES AT LUTSEN MOUNTAINS

**2024-09** RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH REDPATH AND COMPANY, LLC TO CONDUCT 2023 AUDIT SERVICES IN AN AMOUNT NOT TO EXCEED \$22,500

**2024-10** RESOLUTION AUTHORIZING A CONSULTING AGREEMENT WITH NORTHLAND FOUNDATION TO PROVIDE OFFICE HOURS AND TECHNICAL ASSISTANCE TO COOK COUNTY BUSINESSES IN SUPPORT OF THE PROMISE ACT GRANT PROGRAM

Motion to adjourn February 20, 2024 regular meeting at 5:07 p.m.

### **March 19, 2024 Regular Meeting**

Motion to approve March 19, 2024 agenda as amended.

Motion to approve the February 20, 2024 regular meeting minutes with a comment revision to be made by Bajda.

Motion to approve February payments of the EDA.

Motion to approve Superior National at Lutsen Golf Course 2024 budget.

Motion to approve travel and time expense for SBDC consultant to attend the MN SBDC Knowledge Exchange event up to 30 hours.

**2024-11** RESOLUTION AUTHORIZING AN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR CEDAR GROVE BUSINESS PARK

**2024-12** RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH THE NORTHSPAN GROUP, INC TO FACILITATE AND DRAFT A THREE YEAR STRATEGIC FRAMEWORK IN AN AMOUNT NOT TO EXCEED \$15,000

**2024-13** RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH BYSTROM CONSTRUCTION LLC TO SUPPORT EQUIPMENT PURCHASE FOR A TOTAL AMOUNT NOT TO EXCEED \$9,729

**2024-14** RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH ECO DWELLING LLC TO SUPPORT EQUIPMENT PURCHASE FOR A TOTAL AMOUNT NOT TO EXCEED \$9,977

**2024-15** RESOLUTION AUTHORIZING APPLICATION FOR AND, UPON APPROVAL, ACCEPTANCE OF A DEFERRED LOAN FROM MINNESOTA HOUSING FINANCE AGENCY IN AN AMOUNT NOT TO EXCEED \$1,400,000 TO SUPPORT WORKFORCE HOUSING PROJECT IN GRAND MARAIS

**2024-16** RESOLUTION AUTHORIZING THE COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY TO FORGIVE TACONITE AREA BUSINESS RELIEF LOAN PROGRAM DEBT OWED BY LUTSEN RECREATION INC.

**2024-17** RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH LUTSEN MOUNTAINS CORPORATION AND CORRESPONDING GRANT FINANCING FOR THE PAPA CHARLIES COMMERCIAL PROJECT IN LUTSEN MINNESOTA

Motion to accept the Sweetwater Design proposal for EDA website redesign.

Motion to adjourn March 19, 2024 regular meeting at 5:12 p.m.

**April 14, 2024 Special Meeting**

Motion to revise guidelines of the Business Development Fund Grant Program to set no minimum request, maximum request of \$25,000, 10% match for request ranging from \$5,001-\$10,000 and 25% match for requests greater than \$10,001.

Motion to adjourn April 14, 2024 special meeting at 4:05 p.m.

**April 14, 2024 Regular Meeting**

Motion to approve April 16, 2024 agenda as presented.

Motion to approve the March 19, 2024 regular meeting minutes.

Motion to approve March payment of the EDA.

**2024-18** RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY TO JEREMY LARSON

**2024-20** RESOLUTION ADOPTING AMENDED COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT PROCUREMENT POLICY

\*With stated amendments to Section Four by Bajda.

**2024-21** RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH THE MAYHEW LLC AND CORRESPONDING GRANT FINANCING FOR THE MAYHEW EXPANSION PROJECT IN GRAND MARAIS MINNESOTA

**2024-22** RESOLUTION APPROVING FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH LUTSEN MOUNTAINS CORPORATION AND CORRESPONDING GRANT FINANCING FOR THE PAPA CHARLIES COMMERCIAL PROJECT IN LUTSEN MINNESOTA

**2024-23** RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH NORTH SHORE WASTE LLC AND CORRESPONDING GRANT FINANCING FOR THE TRANSFER STATION CONSTRUCTION PROJECT IN GRAND MARAIS MINNESOTA

**2024-24** RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH SUPERIOR CYCLING ASSOCIATION AND CORRESPONDING GRANT FINANCING FOR THE PINCUSHION TRAIL REHAB AND EXPANSION PROJECT IN GRAND MARAIS MINNESOTA

**2024-25** RESOLUTION APPROVING A LOAN AGREEMENT WITH GUNFLINT VUE LLC AND CORRESPONDING DEFERRED LOAN OF \$200,000 TO SUPPORT CONSTRUCTION OF SWITCHBACK VILLAGE APARTMENTS IN GRAND MARAIS MINNESOTA

Motion to adjourn April 16, 2024 regular meeting at 5:12 p.m.

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

**RESOLUTION NO. 2024-29**

**RESOLUTION ADOPTING COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT EMPLOYEE  
HANDBOOK**

RESOLVED, that the Board of Commissioners of the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) hereby adopt an employee handbook, substantially in the form attached hereto as Exhibit A.

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

May 21, 2024

**STATEMENT OF PURPOSE:**

The purpose of this resolution is to authorize the EDA Board of Commissioners to adopt an employee handbook, consistent with the attached Exhibit A, establishing rules, policies and expectations for employees who work at the EDA including those employed at Superior National at Lutsen Golf Course. The handbook is intended to be a valuable resource for both the employer and the employee to ensure consistency, clarity and fairness in the workplace. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law. The Executive Director of the EDA consulted with Rovena Claxton with North Shore Human Resource Consulting, LLC in drafting the employee handbook.

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 21<sup>st</sup> day of May 2024.

ATTEST:

\_\_\_\_\_

Myron Bursheim – Board President Pro Tempore



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

*Adopted on: May 21, 2024*



# Welcome

Welcome to the Cook County and Grand Marais Joint Economic Development Authority! (hereafter referred to simply as the "EDA")

We are delighted that you have chosen to join our organization and hope that you will enjoy successful employment with us taking pride in being an important part of the Cook County community.

This handbook is designed to be a comprehensive document that outlines the rules, policies and expectations for employees who work at the EDA including those employed at Superior National at Lutsen Golf Course ("SNL") which is owned and operated by the EDA. Specific work groups may have additional rules, including operating procedures or guidelines, deemed necessary by the supervisor for the achievement of objectives of that work group. Each employee will be notified of such work rules by the work group upon hire and such rules will be further explained and discussed with the employee by the immediate supervisor.

The handbook is intended to be a valuable resource for both the employer and the employee to ensure consistency, clarity, and fairness in the workplace. The provisions of this handbook do not establish terms and shall not be construed as contractual provisions. No company representative is authorized to modify these policies for any employee or to enter into any agreement, oral or written, that changes policy expectations or the employee's status as an "at will" employee. "At will" employment means that the EDA has the right to terminate employment at any time for any or no reason, with or without cause. Employees may similarly terminate employment at any time for any or no reason, with or without cause.

Employment practices and policies are not intended to be all-inclusive or to cover every situation that may arise. Policies may change from time to time, with or without advance notice to the employee.

The EDA Board of Commissioners provides the Executive Director with the responsibility to administer these policies and to adopt appropriate procedures, rules, regulations, guidelines, and forms to ensure policy compliance.

Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law. Where these policies differ from state or federal law, the applicable law will be followed.

Employment agreements for salaried exempt, full-time employees shall be adopted separately by the EDA Board of Commissioners for purposes of salary, benefits, and paid time off information.

Please take time to review the policies contained in this handbook. If you have questions, feel free to ask your supervisor.

## **About Us- Our Mission**

You are joining an organization dedicated to strengthening economic and community vitality by building partnerships and leveraging resources to make Cook County the choice for people to live, work, and do business.

Our mission is to diversify the economy, support employment through retention and expansion of existing businesses and development of new, and increase the local tax base. We are the first point-of-contact for businesses to access local and state programs. We connect businesses with the right information, programs, and resources to provide the greatest opportunities for success.

## **Our Areas of Focus**

### **Vibrant Community**

Encourage and support community investments that create a healthy, connected and resilient community.

### **Thriving Business**

Support business expansion and creation in partnership with local, regional and state partners by offering grant and loan programs and technical assistance.

### **Skilled Workforce**

Support efforts that retain existing jobs and create new, well-paying jobs that facilitate sustainable employment growth and provide a stable tax base in Cook County. Coordinate with local organizations to bring continued learning opportunities that support a skilled workforce.

### **Sustainability**

Foster economic growth and development that meets local goals while sustaining natural resources and being stewards of the environment for future generations.

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# Equal Opportunity and Commitment to Diversity

## Equal Opportunity

The EDA provides equal employment opportunities to all employees and applicants for employment without regard to race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, service in the military, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The EDA expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is not tolerated.

The EDA will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's physical or mental disability, sincerely held religious beliefs and practices, and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the EDA's business operations.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Executive Director. The company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. Employees who feel they have been subjected to any such retaliation should bring it to the attention of the Executive Director.

Retaliation means adverse conduct taken because an individual reported an actual or a perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes, but is not limited to:

- (1) Shunning and avoiding an individual who reports harassment, discrimination, or retaliation;
- (2) Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; *or*
- (3) Denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process.

Other examples of retaliation include firing, demotion, denial of promotion, unjustified negative evaluations, increased surveillance, harassment, and assault.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

## **Americans with Disabilities Act (ADA), Reasonable Accommodation, Pregnant Worker's Fairness Act (PWFA)**

The EDA is committed to the fair and equal employment of individuals with disabilities under the ADA. It is the EDA's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the company.

The EDA will also provide reasonable accommodation to pregnant employees for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the Pregnant Workers Fairness Act (PWFA).

The company prohibits any harassment of, or discriminatory treatment of, employees or applicants based on a disability or because an employee has requested a reasonable accommodation.

In accordance with the ADA/PWFA, reasonable accommodations will be provided to qualified individuals with disabilities or limitations to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. An employee or applicant with a disability or limitations related to pregnancy may request an accommodation from the Executive Director and should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The company then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made, or if any other possible accommodations are appropriate. If requested, the employee is responsible for providing medical documentation regarding the disability or limitations and possible accommodations. All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

It is the policy of the EDA to prohibit harassment or discrimination based on disability or because an employee has requested a reasonable accommodation. The EDA prohibits retaliation against employees for exercising their rights under the ADA/PWFA or other applicable civil rights laws. Employees should use the procedures described in the Harassment and Complaint Procedure to report any harassment, discrimination, or retaliation they have experienced or witnessed.

## Commitment to Diversity

The EDA is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at the EDA and is an important principle of sound business management.

## Harassment and Complaint Procedure

It is the EDA's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or third party based on actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws. Such conduct will not be tolerated by the EDA.

Furthermore, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. The EDA will take all reasonable steps necessary to prevent and eliminate unlawful harassment.

**Definition of "unlawful harassment."** "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, a hostile, or an offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or another characteristic protected by state or federal law.

**Definition of "sexual harassment."** While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" can include all of the above actions, as well as other unwelcome conduct, and is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whereby:



- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, a hostile, or an offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets; jokes; written or oral references to sexual conduct; gossip regarding one's sex life; comments about an individual's body; and comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual or other harassment and retaliation against individuals for cooperating with an investigation of sexual or other harassment complaints violate the EDA's policy.

**Complaint procedure.** If employees believe they have been subject to or have witnessed unlawful discrimination, including sexual or other forms of unlawful harassment, or other inappropriate conduct, they are requested and encouraged to make a complaint. They may complain directly to their immediate supervisor or the Executive Director. Similarly, if employees observe acts of discrimination toward or harassment of another employee, they are requested and encouraged to report this to one of these individuals.

All complaints will be investigated promptly, and confidentiality will be protected to the extent possible. A timely resolution of each complaint should be reached and communicated to the parties involved.

If the investigation confirms conduct that violates this policy has occurred, the EDA will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

## **Conflicts of Interest and Confidentiality**

### **Conflicts of Interest**

The EDA expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interest.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The EDA recognizes and respects the individual employee's right to engage in activities outside of employment that are private in nature and do not in any way conflict with or reflect poorly on the company.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises in which there is a potential conflict of interest, the employee should discuss this with a supervisor for advice and guidance on how to proceed. The list below suggests some of the types of activities that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by another firm that is a competitor of or supplier to the EDA;
2. Carrying on company business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest;
3. Holding a substantial interest in, or participating in the management of, a firm to which the company makes sales or from which it makes purchases;
4. Borrowing money from customers or firms, other than recognized loan institutions, from which our company buys services, materials, equipment, or supplies;
5. Accepting substantial gifts or excessive entertainment from an outside organization or agency;
6. Participating in civic or professional organization activities in a manner that divulges confidential company information;
7. Misusing privileged information or revealing confidential data to outsiders;
8. Using one's position in the company or knowledge of its affairs for personal gains; *and*
9. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of company business.

## **Gifts**

Employees are prohibited from accepting, requesting, or soliciting gifts or gratuities from members of the public or any interested party.

Following are instances when an employee may be allowed to accept an unsolicited gift:

- Services of insignificant monetary value.
- A trinket or memento of insignificant value.
- A plaque or similar memento recognizing individual services in a field of specialty or for a charitable cause.
- Food or beverage given at a reception, banquet meal or meeting away from the workplace provided by an organization at which the employee makes a speech or answers questions as part of a program.
- Gifts given because of the employee's membership in a group (in which a majority of group members are not officials) and an equivalent gift is given to other group members.
- Informational material of unexceptional value.

## **Confidential Information**

The protection of confidential business information is vital to the interests and success of the EDA. Confidential information is any and all information disclosed to or known by employees because of employment with the company that is not generally known to people outside the company about its business.

An employee who improperly uses or discloses confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if the employee does not actually benefit from the disclosed information.

All inquiries from the media must be referred to the Executive Director. This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

## **Employment Relationship**

### **Open-Door Policy**

The EDA believes that open communication is vital to a successful work environment. The EDA encourages all employees to share their ideas and opinions directly with management.

## Employee Privacy

It is the EDA's goal to respect the individual privacy of its employees and at the same time maintain a safe and secure workplace.

Employees are expected to make use of company facilities only for the business purposes of the company. Accordingly, materials that appear on company hardware or networks are presumed to be for business purposes, and all such materials are subject to review by the company at any time without notice to the employees. Employees do not have to have any expectation of privacy with respect to any material on company property. The EDA may monitor its communications systems and networks as allowed by law. Monitored activity may include voice, e-mail, and text communications, as well as Internet search and browsing history. Employees who make excessive use of the communications system for personal matters are subject to discipline. Employees are expected to keep personal communication to a minimum and to emergency situations.

## Privacy—Social Security Numbers

### Policy and Procedure Regarding Use and Disclosure of Social Security Numbers

**Purpose.** This policy and procedure explains the EDA's general standards and practices for how Social Security numbers are gathered, stored, disclosed, and ultimately disposed of.

**Policy.** It is the EDA's policy that Social Security numbers obtained from employees, vendors, contractors, customers, or others are confidential information.

Social Security numbers will be obtained, retained, used, and disposed of only for legitimate business reasons and in accordance with the law and this policy.

**Procedure.** Documents or other records containing employee Social Security numbers generally will be requested, obtained, or created only for legitimate business reasons consistent with this policy. For example, Social Security numbers may be requested from employees for tax-reporting purposes (i.e., Internal Revenue Service (IRS) Form W-4), for new hire reporting, or for purposes of enrollment in the company's employee benefit plans.

**Retention and access to Social Security numbers.** All records containing Social Security numbers (whether partial or complete) will be maintained in secure, confidential files with limited access.

**Unauthorized use/disclosure of Social Security numbers.** Any employee who obtains, uses, or discloses Social Security numbers for unauthorized purposes or contrary to the requirements of this policy and procedure may be disciplined, up to and including discharge. The company will cooperate with government investigations

of any person alleged to have obtained, used, or disclosed Social Security numbers for unlawful purposes.

## **Employee Data-Compliance with the MN Government Data Practices Act**

In addition to all EDA employees, this policy applies to volunteers, contractors, and applicants for employment. Individuals have the right to know what personnel data is retained, where it is kept, and how it is used.

All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act. Employee records are maintained in a location designated by the EDA or their assigned. Personnel data may be retained post-employment. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

**Public Employee Data.** Employee data is generally private. However, in most cases, the following personnel data on current and former employees, volunteers, and contractors of a government entity is public and must be provided to any person or entity requesting the data:

1. Name; employee identification number, which must not be the employee's Social Security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; and the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
2. Job title; job description; education and training background; and previous work experience;
3. Date of first and last employment;
4. The existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
5. The final disposition of any disciplinary action together with the specific reasons for the action and data documenting the basis of the action;
6. The complete terms of any agreement settling any dispute arising out of an employment relationship;
7. Work location; a work telephone number; badge number; work-related continuing education; and honors and awards received; and
8. Payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes.

The above list is not exhaustive.

Private employee data may be released to the subject of the data, people who have permission from the subject of the data; EDA employees whose job assignments reasonably require access to the data; individuals who have obtained a court order for the information; and any other person or entity authorized by state or federal law.

**Public Applicant Data.** In most cases, the following data on current and former applicants for employment by a government entity is public: veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability.

Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. "Finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

## **Personnel Files- Employee Responsibilities and Access**

It is the responsibility of each employee to promptly notify the EDA of any changes in personal data. Examples of personal data would include name changes, address and phone number changes, number of withholding allowances being claimed or individuals to be contacted in the event of an emergency.

Unsolicited documents may be entered into an employee's file at the discretion of the Executive Director.

Employee files and the content of files may not be removed from personnel files. Employees may request copies of any item in their files consistent with Minnesota state law. All information contained in an employee's personnel file is considered confidential, and will be disclosed only on a need-to-know basis.

In compliance with state law, the EDA will provide employees with access to their personnel record within seven (7) working days upon written request. A current employee is entitled to review their personnel record no more frequently than once every six months. Upon written request, a former employee shall be provided a copy of the personnel record free of charge.

## **Employment Classification**

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, the EDA classifies its employees as shown below. The EDA may review or change employee classifications at any time.

**Exempt.** These employees are exempted from the provisions of the Fair Labor Standards Act. Exempt employees are paid on a salary basis and are not eligible to receive overtime pay.

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their employment contract with the EDA and direct supervisor including meetings and/or on-call hours outside the normal workday hours. Generally, to meet these expectations and for the reasons of public accountability, an exempt employee will need to work 40 or more hours per week.

Exempt employees do not receive extra compensation for hours worked over 40 hours in one work week.

**Nonexempt.** Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

**Regular, full time.** Employees who are not in a temporary status, who are regularly scheduled for a 40-hour work week, and maintain continuous employment status.

**Regular, part time.** Employees who are not in a temporary status, who are regularly scheduled to work less than 30 hours weekly but at least 14 hours weekly, and who maintain continuous employment status.

**Supervisor.** Employees in positions with supervisory discretion and authority with regard to other EDA employees. This includes supervisors, executive directors, and superintendents.

### **Casual Employees-**

- **Temporary or Seasonal employees- full time or part time.** Employees who are hired to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work with a defined start and end date. Employment beyond any initially stated period does not in any way imply a change in employment status.
- **Variable Hour Employee.** An employee who is hired to work in a position with variable or uncertain hours whose schedule may vary significantly.

**Independent Contractor:** An individual who is not an employee and independently contracts with the EDA to provide goods or perform services. This individual determines when, where, and how to perform the work and has their own office, business license and insurance.

## **Workweek and Hours of Work**

The standard workweek is from Monday at 12:00 a.m. until Sunday 11:59 p.m. and generally consists of 40 work hours per seven-day period. Variations to the standard workweek may be authorized by the EDA Board of Commissioners or designee for the benefit of EDA operations.

## **Schedules**

**Part-time regular employees** shall not work more than 30 hours per week, including hours worked or any paid leave. All shifts, including scheduled trades or picked-up shifts, must be pre-approved by a supervisor. Working an extra shift without prior approval may result in discipline, up to and including termination of employment.

**Variable hour employees** shall not regularly work more than 30 hours per week, including hours worked, paid leave, and special unpaid leave. A variable hour employee may have a period of employment at greater than 30 hours per week only if it is reasonably expected to be of a limited duration and it cannot be



determined that the employee is expected to work on average at least 30 hours per work over a 12-month measurement period.

**Temporary or Seasonal employees** work for a defined period of time which normally does not exceed six months in a calendar year.

## **Meal and Rest Breaks**

An employee shall be provided reasonable sufficient time to eat a meal when working eight or more consecutive hours.

An authorized break of less than 20 minutes will be counted as hours worked. An authorized bona fide meal break of 30 minutes or more will be unpaid.

A full-time employee working a shift of 8 or more consecutive hours will typically be provided an unpaid meal break of 30 minutes and two paid break times of 15 minutes.

Supervisors may authorize employees to combine the 30-minutes unpaid meal break and rest breaks into an extended lunch break time.

Employees shall not skip or work through a break period in order to arrive at the workplace later than the designated starting time or to leave the workplace earlier than the designated quitting time, except in limited instances as approved by their supervisor.

Unauthorized breaks and unauthorized extensions of authorized breaks will not be counted as hours worked and may result in discipline.

## **Nursing Mothers**

The EDA will provide reasonable break times each day to anyone who needs to express milk. This space will: be in close proximity to the work area, be a room other than a bathroom or toilet stall, be shielded from view, be free from intrusion from coworkers and the public, and include access to an electrical outlet.

## **Time Records**

Non-exempt employees are expected to work the number of hours per week as established for their position. They will be paid according to the time reported on their time sheets.

To comply with the provisions of federal and state law, hours worked and any leave time used by non-exempt employees are to be recorded daily and submitted to supervisor on a bi-weekly basis. Each time reporting form must include the acknowledgement of the employee and approval of the immediate supervisor.

Knowingly reporting false information on a time sheet may be cause for immediate termination.



## Overtime

An EDA employee may be required to work overtime. All overtime worked by a non-exempt employee must be approved and authorized by the appropriate supervisor. The EDA retains sole discretion to determine when employees must work overtime. An employee who works overtime without prior approval may be subject to disciplinary action.

**Non-exempt employees** who work more than 40 hours within a workweek, shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay for such hours worked in excess of 40 hours.

**Seasonal employees** hired to work at SNL, which is typically open for less than six months during a calendar year, will be paid overtime for hours worked in excess of 40 hours per week.

## Deductions from Pay/Safe Harbor Exempt Employees

The EDA does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA).

**Permitted deductions.** The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for 1 or more full days for personal reasons other than sickness or disability;
- Absence from work for 1 or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees or for military pay;
- Unpaid disciplinary suspensions of 1 or more full days imposed in good faith for workplace conduct rule infractions; *and*
- Any full workweek in which the employee does not perform any work.

If the exempt employee does not work a full week the first workweek or the last workweek of employment, the EDA will prorate the employee's salary based on the time actually worked.

The employee may be paid only for hours worked during a period when the employee is using unpaid leave provided by law (i.e., FMLA).

**Improper deductions.** If an employee classified as exempt believes that an improper deduction has been taken from the employee's pay, the employee should immediately report the deduction to the Executive Director. The report will be promptly investigated, and if it is found that an improper deduction has been made, the company will reimburse the employee for the improper deduction.

## Paychecks

The EDA's pay period for all employees is biweekly on Friday. If payday falls on a federal holiday, employees will receive their paycheck on the preceding workday. Paychecks are directly deposited into employees' checking and/or savings accounts if authorized in writing by the employee.

## Hiring and Separation of Employment

**Hiring-Recruitment and Selection.** Depending on the position and the EDA's needs, the EDA may recruit internally, externally, or both. Position vacancies may be posted internally, if practical, and may be concurrent with external posting. The EDA may post an announcement of a position opening on the EDA or SNL web sites.

Candidates must complete and submit required application materials by the posted deadline in order to be considered. The deadline for application may be extended by the EDA or their assigned representative. Unsolicited applications will not be kept on file.

The EDA may, at its sole discretion, make an offer of promotion or transfer to a qualified employee in lieu of internal and/or external posting of vacancy.

The Executive Director or their assigned representative will work with the EDA Board of Commissioners and/or Superior National Board of Governors to develop the selection process for any vacancies.

The EDA may in its discretion conduct a driving record check, background investigation, and/or reference check of an applicant for a position when justified by job requirements or required by law.

**Separation.** In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to their supervisor at least 14 calendar days in advance of the last day of work. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire.

Your supervisor or the Executive Director may conduct an exit meeting on or before the last day of employment to collect all EDA property and to discuss final pay.

Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done at the discretion of the EDA.

## Employment of Relatives and Domestic Partners

The EDA reserves the right to review the employment of employee relatives or domestic partners to determine appropriate employment action. Applications for any position, including promotions and transfers may be rejected for the position if any of the following circumstances exist:

1. When an employee would directly supervise, evaluate, audit or participate in disciplinary actions affecting another member of their family including a domestic partner.
2. When confidentiality of EDA data or the EDA's auditing/financial/internal control function would be compromised.
3. When there is potential for, or appearance of, inappropriate influence relating to policy decisions.

For the purposes of this policy, "relatives" are defined as spouses, children, siblings, parents, or grandparents. A "domestic partnership" is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the EDA provided they don't work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the company will attempt to reassign one of the employees to another position for which the employee is qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from the EDA.

# Workplace Safety

## Drug, Alcohol and Cannabis-Free Workplace

While on EDA property, the company is not required to accommodate, nor may employees use, possess, distribute, sell, offer, purchase, transfer, be under the influence of or impaired by alcohol, drugs, intoxicating cannabinoids, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products, or any other substances which have an intoxicating effect or impair the ability of employees to work safely and effectively.

This policy prohibits reporting for work and working anywhere on behalf of the EDA, using a company vehicle, machine, or equipment, while under the influence or impaired by alcohol, drugs, intoxicating cannabinoids, cannabis products, lower-potency hemp edibles, or hemp derived consumer products or any substances which have an intoxicating effect or impair the ability of employees to work safely and effectively.

Compliance with this policy is a condition of employment.

Any employee violating this policy is subject to discipline, up to and including termination, for the first offense.

The EDA encourages anyone who might be struggling with addiction to seek help.

This policy applies to all regular, part-time, and variable time employees, temporary or seasonal workers and independent contractors of the EDA as well as to all consultants, vendors, and other individuals providing services to the company at any time on the premises or while engaged in business for the company.

The only exception to this policy is the responsible use of alcohol at official EDA or SNL-sponsored social or business events at which alcoholic beverages are served.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others.

If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

## **Smoke-Free Workplace**

Smoking is not allowed in any building or vehicle owned or leased by the EDA and/or while conducting EDA business. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

## **Workplace Violence Prevention**

The EDA is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, the company discourages employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse; attempts to intimidate others; menacing gestures; stalking; or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at EDA-sponsored functions.

All EDA employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, or the Executive Director. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the company, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

The EDA prohibits the possession of weapons on its property at all times, including company vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, firearms, knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages or cut string and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

To protect the EDA and its employees, management reserves the right to search any personal property on the premises if there is a justifiable, business-related reason for doing so. This includes but is not limited to: lockers, handbags, backpacks, etc. Any search of an employee's property will be conducted in his or her presence if practical.

## Commitment to Safety

Protecting the safety of our employees and members of the public is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

Although the EDA does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their supervisor or Cook County Law Enforcement by dialing 911 immediately if any employee or member of the public exhibits behavior that could be a sign of a potentially dangerous situation. Such behavior includes:

- Discussing weapons or bringing them to the EDA's facility.
- Displaying overt signs of extreme stress, resentment, hostility or anger.
- Making threatening remarks.
- Displaying irrational or inappropriate behavior.

Employees must report all such behavior, whether they believe that it is a real threat or not.

When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

**Protective Orders.** Employees must promptly inform their supervisor or the EDA Director of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence so that a workplace safety plan can be created. The EDA will not retaliate against employees making good-faith reports and will treat these reports with discretion and confidentiality to the extent possible.

The EDA is also committed to supporting victims of intimate partner violence by providing referrals to community resources and providing time off for reasons related to intimate partner violence.

## Workplace Guidelines

### Standards of Conduct

In accepting EDA employment, employees become representatives of the EDA and are responsible for assisting and serving the citizens for whom they work. An employee's primary responsibility is to serve the residents of Cook County and customers of SNL. Employees should exhibit conduct that is ethical, professional,

and responsive. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the lawful direction of their supervisors without undermining the supervisor's authority. These rules of employee conduct reflect generally established and accepted principles of business, workplace, and social conduct.

Employees are expected to conduct themselves, both on and off duty, in a manner that promotes the public's trust and confidence in EDA services. The conduct of an employee on the job shall be such that it does not bring negative public opinion on the EDA. All employees are expected to:

- Use available working hours to the best advantage in carrying out work-related duties.
- Perform assigned duties to the best of their ability
- Render prompt and courteous service to the public
- Use professional and courteous language appropriate for the workplace
- Read, understand, and comply with the rules and regulations as set forth in these personnel policies as well as those of their work groups.
- Conduct themselves professionally toward both customers and staff, and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to the immediate supervisor.
- Maintain good attendance while meeting the goals set by the supervisor.

This employee conduct policy is established to make employees aware of minimum standards of conduct which are expected of an EDA employee. In addition to the rules of conduct set forth in this handbook, employees are also expected to comply with standards and rules of conduct established in the applicable department, division, office, shop, work area, etc., and to follow common sense standards of acceptable employee behavior.

These basic rules are not an all-inclusive list. Employees are expected to use good judgment and common sense and to comply with rules of conduct which are generally accepted in a working environment.

## **Attendance**

Employees are required to maintain regular and reliable attendance unless absences are approved.

Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of the absence. In case of an unexpected absence, employees should contact their supervisor before the scheduled starting time. If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where they can be reached and/or contact any other individual who was designated by the supervisor.

The employee must contact the supervisor on each day of an absence extending beyond one day unless arrangements otherwise have been made with the supervisor.



Failure to use the established reporting process will be grounds for disciplinary action.

An employee who is absent for three days or more and who does not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing. The EDA may waive this rule if determines that extenuating circumstances warranted such behavior.

This policy does not preclude the EDA from administering discipline for unexcused absences of less than three days.

For budgetary and data practices reasons, non-exempt employees are not authorized to take work home or work through break times without prior approval from their supervisor.

## **Job Performance**

Communication between employees and supervisors is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

An objective performance review system will be established by the EDA Board of Commissioners or designee for the purpose of periodically evaluating the performance of EDA employees. The quality of an employee's past performance will be considered in personnel decisions such as promotions, transfers, demotions, terminations and, where applicable, salary adjustments.

Generally, formal performance reviews are conducted annually. Each full-time and part-time regular employee must have a current (within the preceding 12 months) performance review completed and on file by April 15th of each year.

These reviews include a written performance appraisal and discussion between the employee and the supervisor about job performance, skill development and expectations for the coming year.

Performance reviews will be discussed with the employee. Signing of the performance review document by the employee acknowledges the review has been discussed with the supervisor and does not necessarily constitute agreement. Failure to sign the document by the employee will not delay processing. The completed document will be retained as part of the employee's personnel file.

## **Outside Employment**

Employees generally are permitted to work a second job as long as it does not interfere with their job performance or create a conflict of interest with the EDA.

Employees with a second job are expected to work their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. In addition, employees who have accepted outside employment may not use paid sick time to work on the outside job. However, an employee on a leave of



absence may continue to work in the outside job if this employment has been approved by the company under this policy and the employee's reason for leave does not preclude the outside employment.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action up to and including termination.

## **Dress and Grooming**

The EDA provides a casual yet professional work environment for its employees. Even though the dress code is casual, it is important to project a professional image to our customers and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense.

Certain employees may be required to meet special dress and grooming standards, such as wearing uniforms or safety equipment/clothing (PPE- personal protective equipment), depending on the nature of their job. Any questions or complaints regarding the appropriateness of attire should be directed to the employee's supervisor or the EDA Director.

## **Workplace Safety**

Every effort must be made to develop and maintain a safe and healthy environment for employees and visitors. The elimination of unsafe acts, conditions and procedures with regard to EDA operations is of utmost importance and employees are asked to report any potentially hazardous conditions immediately to either their supervisor or to the Executive Director.

Employees must understand and follow all established safety regulations and procedures. The wearing or use of proper personal or general protective equipment is mandatory at all times.

**Vehicle Use, Driver Safety.** The EDA expects all employees who are required to drive as part of their job to drive safely while on EDA business and to maintain a good driving record. An employee driving on EDA business, whether in an EDA-owned or personal vehicle, shall obey all applicable traffic laws.

No employee may operate a vehicle for EDA business without a valid state-issued driver's license. An employee, who drives a vehicle on EDA business, is required to notify their immediate supervisor on the first work day after any temporary, pending, or permanent loss, suspension, revocation, restriction, and/or other action is taken which would affect the employee's ability to maintain licensure.

Safe driving is the first priority when operating a vehicle while driving on EDA business. Employees' first responsibility is to pay attention to their driving. They should never allow a cellphone or another mobile device to distract them from concentrating on driving.

Under no circumstances should employees feel that they need to place themselves or others at risk while driving to fulfill business needs. Employees should follow these procedures to avoid distracted driving:

- Follow all applicable state and local laws that address the use of cellphones and other mobile devices while driving.
- Avoid using cellphones while driving, and avoid using them as a hand-held device. Find a safe place to pull over to make or receive phone calls, send or receive text messages, or manipulate navigation apps.
- Program their destination into navigation apps or GPS devices before they start driving.
- Do not read or respond to text messages or e-mail or browse social media or the Internet while driving.

Employees who fail to follow safety guidelines are subject to discipline.

## **Social Media Acceptable Use**

The EDA encourages employees to share information with coworkers and with those outside the company for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provides inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public, and therefore, the company has established the following guidelines for employee participation in social media.

**Note:** As used in this policy, “social media” refers to blogs, forums, and social networking sites, such as X (formerly known as Twitter), Facebook, LinkedIn, YouTube, Instagram, Tik Tok and Snapchat, among others.

**Off-duty use of social media.** Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, the company considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas. In addition, employees may not post on a personal blog or webpage or participate on a social networking platform for personal purposes during work time or at any time with EDA equipment or property.

**On-duty use of social media.** Employees may engage in social media activity during work time provided it is directly related to their work and approved by their supervisor and does not identify or reference company clients, customers, or vendors without express permission. The company monitors employee use of company computers and the Internet, including employee blogging and social networking activity.

**Respect.** Demonstrate respect for the dignity of the company, its owners, its customers, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should

not divulge EDA confidential information such as client lists, or information restricted from disclosure by law on social media sites. Similarly, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments or engage in other behavior that violates the company's policies.

**Post disclaimers.** Employees who identify themselves as company employees or discuss matters related to the company on a social media site must include a disclaimer on the front page stating that it does not express the views of the company and that the employees are expressing only personal views—for example, "The views expressed on this website/blog are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position, and repeat it for each posting expressing an opinion related to the company or the company's business. Employees must keep in mind that if they post information on a social media site that is in violation of company policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

**Competition.** Employees should not use social media to criticize the company's competition and should not use it to compete with the company.

**Confidentiality.** Employees should not identify or reference company clients, customers, or vendors without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, employees should refer to the confidentiality policy. When in doubt, ask before publishing.

**New ideas.** Employees should remember that new ideas related to work or the company's business belong to the company. Do not post them on a social media site without the company's permission.

**Trademarks and copyrights.** Employees should not use the company's or others' trademarks on a social media site or reproduce the company's or others' material without first obtaining permission.

**Avoid statements about the EDA's future** such as projected growth, sales, future services, marketing plans, etc.

**Discipline.** Violations of this policy may result in discipline up to and including immediate termination of employment.

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit employees' rights under any applicable federal, state, or local laws, including rights under the National Labor Relations Act (NLRA) to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits. Employees have the right to engage in or refrain from such activities.

## **Bulletin Boards**

All required governmental postings are posted on the boards located in common areas as determined by supervisors. These boards may also contain general announcements.

Notices of general interest, such as for-sale notices; recreational-type announcements and/or club functions (e-mail should not be used for the aforementioned); postcards; expressions of gratitude or sympathy; and notices looking for/offering carpools, tickets, roommates, or pets. All notices posted by employees will be removed after 2 weeks unless otherwise stipulated. The company reserves the right to refuse permission to post or to take down any announcement.

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the NLRA to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits. Employees have the right to engage in or refrain from such activities.

## **Solicitation**

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect our employees and customers, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on "working time." "Working time" is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after a shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in "working areas," which include all office areas. "Working areas" do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Nonemployees may not trespass or solicit or distribute materials anywhere on company property at any time.

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit employees' rights under any applicable federal, state, or local laws, including rights under the NLRA to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits. Employees have the right to engage in or refrain from such activities.

## **Computers, Internet, E Mail, and Other Resources**

The EDA provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voicemail, scanner, Internet, intranet, e-mail, text messaging, portable electronic devices, or any other company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of company computers, phones, portable electronic devices, or other communication tools. All communications made using company-provided equipment or services, including e-mail and Internet activity, are subject to inspection by the company. Employees should keep in mind that even if they delete an e-mail, a voicemail, or another communication, a copy may be archived on the company's systems.

Employee use of company-provided communication systems, including personal e-mail and Internet use, that is not job-related has the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-mail and the Internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the company's systems, as well as the reputation and/or competitiveness of the company. To protect against possible problems, delete any e-mail messages before opening that are received from unknown senders and advertisers. It also is against company policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on company computers. Violations of this policy may result in termination for a first offense.

The company encourages employees to use e-mail only to communicate with fellow employees, suppliers, customers, or potential customers regarding company business. Internal and external e-mails are considered business records and may be subject to federal and state recordkeeping requirements, as well as to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the company.

All use of company-provided communications systems, including e-mail and Internet use, should conform to our company guidelines/policies, including, but not limited to, the Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest. So, for example, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Similarly, employees should not divulge confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites.

Because e-mail, telephone and voicemail, and Internet communication equipment is provided for company business purposes and is critical to the company's success, your communications may be accessed without further notice by IT services and/or company management to ensure compliance with this guideline.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Employees should pay particular care to the use and security of portable electronic devices when used for business-related purposes, such as laptops, tablets, smartphones, and other data storage media, whether provided by the employer or the employee. Lost or stolen portable electronic devices containing company information may cause breaches of security that result in the loss of company confidential commercial data, the loss of vital research data, the unauthorized disclosure of sensitive employee data, lawsuits against the individual, and lawsuits against the company. Employees should use appropriate password protections for such devices and physically secure them as recommended by IT services.

Office telephones are for business purposes. While the company recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Personal use of the company's cellphones or long-distance account is strictly prohibited. Abuse of these privileges is subject to corrective action up to and including termination.

The company reserves the right to monitor customer calls to ensure employees abide by company quality guidelines and provide appropriate levels of customer service. Should the subject matter of any telephone conversation become personal while monitoring is taking place, monitoring of the call will immediately be discontinued.

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit employees' rights under any applicable federal, state, or local laws, including rights under the NLRA to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits. Employees have the right to engage in or refrain from such activities.

## **Disciplinary Procedure**

EDA employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable EDA policies.

The EDA expects employees to comply with the company's standards of behavior and performance and to correct any noncompliance with these standards.

The supervisor and/or other EDA official will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

Under normal circumstances, the EDA endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees at will or in any way restrict the company's right to bypass the disciplinary procedures

suggested.

The following are deemed appropriate forms of discipline; however, the level and order of discipline shall be at the discretion of the EDA, based upon the nature of the infraction:

- Verbal reprimand and warning;
- Written reprimand;
- Suspension without pay;
- Demotion; or
- Discharge.

Written reprimands, suspensions, demotions, and discharge shall be issued in written notice to the employee. Verbal and written reprimands may be carried out by the appropriate supervisor, with approval of the EDA Director. Additionally, a supervisor may temporarily relieve an employee of duties for the remainder of a shift or work assignment with pay.

Suspension without pay, demotion, and discharge may be carried out by the EDA, or designee. The EDA Board of Commissioners shall take final action relative to the discharge of an employee. A supervisor shall provide a copy to the EDA or assigned designee of any discipline issued to an employee.

In cases involving serious misconduct, or any time the supervisor determines it is necessary, such as a major breach of policy or violation of law, the procedures contained above may be disregarded.

Examples of serious misconduct include, but is not limited to, violation of the EDA's Harassment policy and property theft, time theft, fraud, or falsification of records.

## **Time Off and Leaves of Absence**

### **Holidays**

The EDA observes the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Eve Day



Any additional holidays will be designated by the company at the start of each calendar year.

If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, the company will select either the following Monday or the preceding Friday as a substitute holiday. The company reserves the right to pay eligible employees in lieu of time off if the holiday falls on Saturday.

**Holiday pay.** Exempt salaried employees are eligible for holiday pay. Exempt salaried employees may receive holiday pay immediately upon joining the company. Part-time and temporary employees, including seasonal employees, are not eligible for holiday pay.

**Religious observances.** Employees who need time off to observe religious practices or holidays not already scheduled by the company should speak with their supervisor. Depending upon business needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another employee, take vacation time, or take off unpaid days. The company will seek to reasonably accommodate individuals' religious observances.

## **Vacation**

The EDA recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities. The company provides paid vacation time to full-time exempt salaried employees for this purpose, and employees are encouraged to take vacation during the year.

Generally, employees should submit vacation plans to their supervisor at least 4 weeks in advance of the requested vacation date. Vacation may be scheduled in increments of 1 full workday up to a maximum of 2 weeks in a row. Supervisors have the right to designate when some or all of vacations must be taken.

Vacation should be used in the year it is earned. Employees will be permitted to carry over up to 10 days of accrued vacation to the follow year.

Employees whose employment terminates will be paid for unused vacation time that has accrued during the calendar year of the termination.

Exempt employees are required to use paid leave when on personal business or away from the office for four hours or more, on a given day. Absences of less than four hours do not require use of paid leave, as it is presumed that the staff member regularly puts in work hours above and beyond the normal weekly requirement. Exempt employees must reasonably communicate their absences to their supervisor.

If an exempt employee is regularly absent from work and it is found that there is excessive time away from work that is not justified, the situation will be handled as a performance issue.



## **Sick Leave (Minnesota Earned Sick and Safe Time)**

Employees of the EDA will begin accruing ESST on their first day of work at a rate of 1 hour for every 30 hours worked up to a maximum of 48 hours of sick and safe leave per calendar year.

**Casual employees** will begin accruing ESST once they work at least 80 hours in a calendar year up to a maximum of 48 hours of sick and safe leave per calendar year.

The hourly rate of ESST accrued is the same hourly rate an employee earns from employment with the EDA. ESST hours will **accrue** on all hours worked, including overtime hours, however ESST **used** will not count as hours worked for the purposes of calculating overtime pay.

Unused ESST accrued may be carried over up to a maximum of 80 hours. Unused ESST is not paid out at termination of employment.

**All EDA employees (Exempt, Non-exempt, and Casual employee status)** who return to work for the EDA within 180 days of separation are entitled to the ESST hours accrued before leaving their separation.

**Use of ESST.** ESST may be used as it is accrued or allotted for:

- For the employee's own illness, injury, health condition, or preventative care;
- To care for a family member for the same reasons;
- Domestic violence or personal safety issues for employee or a family member;
- Closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency.
- Inability to work or telework because of a public emergency relating to a communicable disease;
- Health authorities have determined that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member to a communicable disease.

**Family Members** are defined as the employees':

1. child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. spouse or registered domestic partner;
3. sibling, stepsibling or foster sibling;
4. biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. grandchild, foster grandchild or step-grandchild;
6. grandparent or step-grandparent;

7. Child of a sibling of the employee;
8. Sibling of the parents of the employee;
9. Child-in-law or sibling-in-law; or
10. any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;
11. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. up to one individual annually designated by the employee.

**Documentation.** When an employee uses earned ESST for illness for more than three consecutive days, the EDA may require reasonable documentation that the earned sick and safe time is covered by Minnesota Statute 181.9445 to 181.9448.

**Notice.** Employees are asked to give 7 days' notice of ESST if the need is foreseeable. If the leave is not foreseeable, employees are asked to give notice as soon as practicable of their need for ESST.

**Retaliation/Complaints.** The EDA will not discipline, discharge, penalize or interfere with an employee's right to use ESST.

If for any reason, the employee feels that the EDA has violated Minnesota Statute 181.9445 to 181.9448 ("Earned Sick and Safe Time"), they may file a complaint with the Minnesota Department of Labor Standards: at 651-284-5075 or [laborstandards@state.mn.us](mailto:laborstandards@state.mn.us).

## **Family and Medical Leave (FMLA)**

The EDA complies with the federal Family Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The EDA also abides by any state and local leave laws such as the MN Parenting Leave Act. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws.

Employees should note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Employees should contact the Executive Director to discuss options for leave.

The FMLA requires private employers with 50 or more employees and all public agencies, including state, local, and federal employers, and local education agencies (schools) to provide eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered servicemember with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period measured forward from the date an employee first takes that type of leave.

**Basic leave entitlement.** The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

(1) for incapacity due to pregnancy, prenatal medical care, or childbirth; (2) to care for the employee's child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, child, or parent who has a serious health condition; or (4) for a serious health condition that makes the employee unable to work.

**Military family leave entitlements.** Eligible employees with a spouse, child, or parent on active duty or called to active-duty status in the National Guard or reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to 7 days of leave); (2) attending certain military events and related activity; (3) arranging child care and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to 5 days of leave); (7) attending post-deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; and (9) any additional activities agreed upon by the employer and employee that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the armed forces, including a member of the National Guard or reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating and for which the servicemember is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list.

**Benefits and protections during FMLA leave.** During FMLA leave, the company will maintain a covered employee's health insurance on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Certain highly compensated key employees also may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the company's operations. A "key" employee is an eligible salaried employee who is among the highest-paid 10 percent of the company's employees within 75 miles of the worksite. Employees will be notified of their status as key employees, when applicable, after they request FMLA leave.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued before the start of an employee's leave.

**Employee eligibility.** The FMLA defines eligible employees as employees who (1) have worked for the company for at least 12 months; (2) have worked for the company for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite that has 50 or more employees or is within 75 miles of company worksites that, taken together, have a total of 50 or more employees or are public agencies.

**Definition of “serious health condition.”** A serious health condition is an illness, an injury, an impairment, or a physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a healthcare provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school, work, or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a healthcare provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of “continuing treatment.”

**Use of leave.** An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies also may be taken on an intermittent or a reduced work schedule basis.

**Substitution of paid leave for unpaid leave.** Employees may choose or employers may require the use of accrued paid leave while taking FMLA leave. Accordingly, the company requires employees to use any accrued paid vacation, personal, and sick days during an unpaid FMLA leave taken because of the employees’ own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military. In addition, employees must use any accrued paid vacation or personal days (but not sick days) during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member’s active duty or call to active duty status in support of a contingency operation. In order to use paid leave for FMLA leave, employees must comply with the company’s normal paid leave procedures found in its Vacation and Sick Leave policies.

**Employee responsibilities.** Employees must provide 30 days’ advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, employees must provide notice as soon as practicable and generally must comply with the company’s normal call-in procedures. The company may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave, absent unusual circumstances preventing the notice.

Employees must provide sufficient information for the company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider, or circumstances supporting the need for military family leave. Employees also must inform the company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also are required to provide a certification and periodic recertification supporting the need for leave. The company also may require a second and, if necessary, a third opinion (at the company's expense) and, when the leave is a result of the employee's own serious health condition, a fitness-for-duty report to return to work. The company also may delay or deny approval of leave for lack of proper medical certification.

**Company responsibilities.** The company will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required, as well as the employees' rights and responsibilities. If employees are not eligible, the company will provide a reason for the ineligibility.

The company will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employees' FMLA leave entitlement. If the company determines that the leave is not FMLA-protected, the company will notify the employees.

**Other provisions.** Under an exception to the FLSA in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of executive, administrative, and professional employees; outside sales representatives; certain highly skilled computer professionals; and certain highly compensated employees who are exempt from the minimum wage and overtime requirements of the FLSA, without affecting the employees' exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the company has approved the employment under its Outside Employment policy and the employees' reason for FMLA leave does not preclude the outside employment.

**Unlawful acts by employers.** The FMLA makes it unlawful for any employer (1) to interfere with, restrain, or deny the exercise of any right provided under the FMLA or (2) to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

**Enforcement.** An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or employment contract that provides greater family or medical leave rights.

## **Military Leave**

The EDA supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the Executive Director and the employee's supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases, as required by applicable federal or state law. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

## **Jury Duty/Court Appearance**

The EDA supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence.

Employees will be provided time off for jury duty in accordance with applicable laws. If an employee is released from jury duty after four hours or less of service, the employee must report to work for the remainder of that workday.

Time for appearance in court for personal business will be the individual employee's responsibility.

**Victim or Witness Leave:** The EDA will allow an employee who is subpoenaed or requested by the court to attend criminal proceedings related to the victim's case, reasonable time off from work to provide testimony related to the victim's case. This leave is unpaid; however, use of available paid leave may be required if allowed by law.

An employee is required to give 48 hours' advance notice, unless impracticable or an emergency prevents the employee from doing so. The EDA may require verification that supports the employee's reason for being absent from the workplace for victim/witness leave.

## **Time Off for Voting**

The EDA recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, employees will have sufficient time outside working hours to vote. If for any reason

an employee thinks this will not be the case, they should contact their supervisor to discuss scheduling accommodations.

## **Minnesota School Conference and Activities Leave**

An employee who is a parent, is entitled to up to 16 hours per child of unpaid leave during any 12-month period to attend or participate in school-related events for his or her child. "School-related event" means an activity sponsored by either a school or an associated organization.

For the purpose of this policy, a "parent" is defined as:

- A natural mother or father of child;
- A person who has legal custody of a child;
- A person who acts as a guardian of a child regardless of legal appointment;
- An aunt, uncle, or grandparent of a child; or
- A person married to a person listed above.

Employees are required to notify their supervisor as soon as dates become known and make a reasonable effort to schedule the leave so as not to disrupt unduly EDA operations unless the need to attend the school-related event cannot be reasonably foreseen. If an employee so desires, he or she may use available paid time off.

## **Bone Marrow Leave**

If employees work an average of 20 hours per week, they can receive up to 40 hours of paid leave to undergo a medical procedure to donate bone marrow. Verification by a physician for the purpose and length of the leave may be required.

# **Employee Compensation and Benefits**

## **Compensation**

Employees of the EDA will be compensated according to their employment agreement or amount negotiated amount at time of hire. Unless approved by the EDA Board of Commissioners, employees will not receive any amount from the EDA in addition to the pay authorized for the positions to which they have been appointed. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

An employee's actual gross salary are public personnel data under the Minnesota Government Data Practices Act.

## **Minnesota Wage Disclosure Protection**

Under the Minnesota Wage Disclosure Protection law, employees have the right to tell any person the amount of their own wages. The EDA cannot retaliate against employees for disclosing their own wages/salary. Remedies under the Wage



Disclosure Protection law are to bring a civil action against the employer and/or file a complaint with the Minnesota Department of Labor and Industry at 651-284-5070 or 800-342-5354.

## **Tips (Gratuities)**

The EDA allows non-exempt employees working in Food and Beverage service at Superior National at Lutsen Golf Course (SNL) to receive tips from the public they serve. This program is intended to supplement the income of the Food and Beverage staff by recognizing the service they provide.

All other employees are prohibited from accepting gratuities.

An employee who receives tip income shall comply with all IRS reporting requirements unless the total is less than \$20/month.

Any employee who does not comply with the requirements of this policy or who falsifies information contained in the reports may be subject to discipline, up to and including termination of employment.

Tips specified on a debit/credit card receipt must be entered into the point-of-sale system at the time of the transaction by the employee. These tips will be paid to the employee on their following paycheck, with the appropriate taxes withheld.

## **Group Insurance Benefits**

Certain full-time, exempt employees are eligible to receive certain EDA provided group insurance benefits as determined and approved by the EDA Board of Commissioners and reflected in their individual employment agreements.

## **Public Employees Retirement Association (PERA)**

Public Employees Retirement Association (PERA) provides pension benefits for certain employees. Eligibility is determined by hours worked.

Participation in PERA, contribution rates, vesting, and benefits are mandated by state law. For most employees, contributions into PERA begin immediately. The EDA and the employee contribute to PERA each pay period as determined by state law.

## **Uniform Allowance**

Employees at SNL are provided an annual uniform and uniform cleaning allowance as described in their individual employment agreement and approved by the EDA Board of Commissioners.

Seasonal, non-exempt, casual employees are provided a company shirt at time of hire.



## **Employee Discounts**

SNL employees may be eligible for a discount on clothing and merchandise in the proshop as determined by their supervisor.

SNL employees are also eligible for 50% off cooked food items at the pro shop during their work shift.

## **Unemployment Compensation**

Eligibility for unemployment benefits is determined by the State. EDA employees are covered by unemployment insurance.

## **Workers' Compensation**

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

The EDA pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

The company abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to notify the supervisor and the Executive Director immediately. The supervisor will complete an injury report with input from the employee and return the form to the Executive Director who will file the claim with the insurance company. In cases of true medical emergencies, report to the nearest emergency room.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, when permitted by state and federal law. In addition, employees will not be paid vacation or sick leave for approved absences covered by the company's workers' compensation program, except to supplement the workers' compensation benefits, such as when the plan only covers a portion of the employees' salary as allowed by state law.

## **EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT**

I hereby acknowledge receipt of the employee handbook of the Cook County & Grand Marais Economic Development Authority ("EDA"). I understand and agree that it is my responsibility to read and comply with the policies in the handbook and that failure to do so may subject me to discipline up to and including termination of employment.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. The handbook, company practices, and other communications do not create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that neither this document nor any other communication shall bind the company to employ me now or hereafter unless specified by a valid and up-to-date employment contract and that my employment may be terminated by me or the company without reason at any time. I understand that no representative of the company has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the EDA Board of Commissioners and/or Superior National Board of Governors may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the President of the EDA.

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Employee's Name in Print

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Signature of Employee

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Date Signed by Employee

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**

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

**RESOLUTION NO. 2024-30**

**RESOLUTION APPROVING A FUNDING AGREEMENT WITH COOK COUNTY AND CORRESPONDING  
GRANT FINANCING FOR THE PINCUSHION TRAIL REHAB AND EXPANSION PROJECT IN GRAND MARAIS  
MINNESOTA**

WHEREAS, Cook County (“County”), in cooperation with Superior Cycling Association, applied for and received \$75,000 in Federal Trail Program funding to support rehabilitation of a singletrack mountain bike trail system at Pincushion Mountain just outside of Grand Marais (the “Project”); and

WHEREAS, the EDA secured additional public funds in the amount of \$25,000 from the Department of Iron Range Resources and Rehabilitation (“IRRR”) to support the Project; and

WHEREAS, the County and Dirt Candy Designs LLC (the “Contractor”) are parties to a construction agreement, wherein the County hired the Contractor to complete the Project.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the EDA hereby authorize approval of a Funding Agreement with the County, substantially in the form attached hereto as Exhibit A, defining the terms and conditions of financial support.

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

May 21, 2024

**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 Funding Agreement with Cook County defining terms and conditions associated with the \$25,000 Regional Trails grant award the EDA secured to support rehabilitation and construction of trails located within the Pincushion Trail System in Grand Marais.

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 May 2024.

ATTEST:

\_\_\_\_\_

Myron Bursheim – Board President Pro Tempore

**COOK COUNTY AND EDA  
FUNDING AGREEMENT FOR TRAILBUILDER WORK -  
PINCUSHION MOUNTAIN BIKE TRAIL REHABILITATION (PHASE 1)**

THIS FUNDING AGREEMENT FOR TRAILBUILDER WORK – PINCUSHION MOUNTAIN BIKE TRAIL REHABILITATION PROJECT, hereinafter, the “Funding Agreement,” effective as of the 28th day of May, 2024, is entered into between the COUNTY OF COOK, a municipal corporation and subdivision of the State of Minnesota, hereinafter referred to as the “COUNTY,” and the COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY, 425 W Hwy 61, Suite B, P.O. Box 597, Grand Marais, MN 55604, a public body corporate and politic and a political subdivision of the State of Minnesota, hereinafter referred to as the “EDA.”

**RECITALS:**

A. County, in cooperation with Superior Cycling Association, applied for and received \$75,000 in Federal Recreational Trail Program funding the expenses for “Phase 1” of the rehabilitation of a singletrack mountain bike trail system at Pincushion Mountain on the Gunflint Trail just outside of Grand Marais in Cook County (the Project), and the FRTP Grant requires a \$25,000 match;

B. EDA acquired additional public funds in the amount of \$25,000 from the Department of Iron Range Resources and Rehabilitation (“IRRR”) for the purpose of providing a match to the FRTP Grant and fully funding the Project, agreeing to terms provided by IRRR in the IRRR Grant Contract Agreement (attached hereto and incorporated herein as Exhibit 1), and the IRRR Grant requires an additional \$25,000 match;

C. County committed an additional \$27,000 in funding from its recreational trails program to provide the \$25,000 match for the IRRR Grant and fully fund the project;

D. County and Dirt Candy Designs LLC (the “Contractor”) are parties to the AGREEMENT FOR TRAILBUILDER WORK - PINCUSHION MOUNTAIN BIKE TRAIL REHABILITATION PROJECT effective May 14, 2024 (the “Trailbuilder Agreement”), incorporated herein by reference and attached hereto as Exhibit 2, wherein County has hired Contractor to complete Phase I and Phase II of the rehabilitation of mountain bike trails at Pincushion Mountain Recreational Area (the “Project”), as described in the Trailbuilder Agreement; AND

E. County was compliant with requirements of Uniform Municipal Contracting Law related to advertising for bids on the Project and awarding the work to Contractor;

**NOW, THEREFORE,** for good and valuable consideration, the Parties agree as follows:

1. The recitals set forth above are incorporated into this Agreement.
2. The County shall require itemized invoices from the Contractor and require the Contractor's compliance with all terms of the IRRR Contract which are applicable to Contractor's work and status, including:
  - a. Non-discrimination (Minn. Stat. § 181.59), prevailing wages (Minn. Stat. §§ 116J.87 and 177.43), payment/performance bonds (Minn. Stat. § 574.26), certificate of compliance (Minn. Stat. § 363A.36 – not applicable for workforces less than 40), job listings (Minn. Stat. §116L.66 - grants over \$200,000 only), ADA (42 USCA sec. 12101);
  - b. Payments: itemized invoices for services actually performed, submitted timely after completion of stages of work or completion of the entire project;
  - c. Workers comp compliance with Minn. Stat. § 176.181, subd. 2;
  - d. Government Data Practices under Minn. Stat. Chapter 13; and
  - e. Publicity/Endorsement: all publicity must identify the Dept of IRRR as sponsoring agency, and must not be released without prior written approval from IRRR Authorized Rep (includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices w/ respect to the project);
  - f. Display signage acknowledging the IRRR grant that is clearly visible to the public on the Project, signage to be provided by the IRRR through coordination with the EDA Executive Director, Contractor will provide Executive Director with a photograph of the acknowledgement sign once installed;
  - g. Contractor will begin construction only after all above preconditions to construction are fulfilled, but no later than May 31, 2024; and
  - h. Contractor shall complete Project no later than December 31, 2024.

3. When progress payments become due to Contractor because of its work toward completion of the Project and it submits invoices to the County, the County shall submit invoices to EDA consistent with the requirements of the IRRR grant agreement (Exhibit 1), and shall do so as soon as possible after receipt.
4. The EDA shall timely submit the County's invoices to the IRRR for funding, shall notify the County immediately of any deficiencies in invoicing as soon as possible, and shall act as the County's representative to the IRRR towards completion of the Project and timely payment of the Contractor pursuant to Minn. Stats. § 15.72.
5. County shall bear all costs related to the construction of the Project except for payments by EDA provided for above.
6. The total obligation of IRRR, as paid through EDA, shall not exceed \$25,000, but County shall show proof of paid invoices to EDA until EDA can document that at least \$25,000 of additional project expenses were paid by the County's funds as a "match" to the IRRR grant.

**IN WITNESS WHEREOF**, the parties have caused this Funding Agreement to be executed effective as of the day and year first above written.

<p>COOK COUNTY/GRAND MARAIS JOINT EDA</p> <p>By: _____</p> <p>Printed: _____</p> <p>Its: _____</p> <p>Dated: _____</p>	<p>COOK COUNTY</p> <p>By: _____</p> <p>Ann Sullivan, its Board Chair</p> <p>Attest: _____ Braidy Powers, Auditor-Treasurer</p> <p>Dated: _____</p>
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**COOK COUNTY AND GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY  
STATE OF MINNESOTA  
COOK COUNTY**

**RESOLUTION NO. 2024-31**

**RESOLUTION APPROVING A TWO YEAR LEASE AGREEMENT WITH DROSERA HOLDINGS, LLC FOR  
OFFICE SPACE AT 425 W HIGHWAY 61**

RESOLVED, that the Board of Commissioners of the Cook County/Grand Marais Joint Economic Authority (“EDA”) hereby authorize approval of a Lease Agreement with Drosera Holdings, LLC (“Landlord”), substantially in the form attached hereto as Exhibit A, for EDA office space located at 425 W Highway 61, Suite B in Grand Marais Minnesota.

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

May 21, 2024

**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 two-year commercial lease agreement with Drosera Holdings, LLC (“Landlord”) for office space located at 425 W Highway 61, Suite B in Grand Marais Minnesota. The lease term will begin on July 1, 2024 and will terminate on June 30, 2026. The current lease agreement for this office space expires June 30, 2024.

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 May 2024.

ATTEST:

\_\_\_\_\_

Myron Bursheim – Board President Pro Tempore

## ***COMMERCIAL LEASE***

This Lease Agreement (this "Lease") is dated as of May 14, 2024, by and between Drosera Holdings, LLC ("Landlord"), and Cook County/Grand Marais Economic Development Authority ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant, East Upper Level, Suite B, of 425 W Hwy 61, approx 610 sqft (the "Premises") located at 425 W Highway 61, Grand Marais, MN 55604.

**TERM.** The lease term will begin on July 01, 2024 and will terminate on June 30, 2026

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments in accordance to the rent schedule below, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at POB 1057, Grand Marais, Minnesota 55604, or a digital method. The payment address may be changed from time to time by the Landlord.

**RENT SCHEDULE.**

07-2024 through 06-2025, monthly installment is \$1050

07-2025 through 06-2026, monthly installment is \$1100

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**EXCLUSIVITY.** Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$2,000,000.00. Tenant shall deliver appropriate evidence to Landlord



as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

#### **UTILITIES AND SERVICES.**

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- 19% electricity
- 19% water and sewer
- 19% propane
- 19% garbage and trash disposal
- 19% snow plowing, shoveling, grass cutting, landscaping, window cleaning (Common Area Maintenance or CAM)

- 19% is based on square foot usage of the building. Other tenants in building pay their utilities, services and CAM based on their square foot usage.

Landlord shall be responsible for the following utilities and services in connection with the Premises:

100% internet access

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

**UTILITIES AND SERVICES.** Landlord shall be responsible for all other utilities and services incurred in connection with the Premises.

**SIGNAGE.** Tenant shall submit one (1) set of drawings and specifications for all proposed exterior signage to Landlord for approval. Landlord may approve or disapprove signage based upon size, scale, color, material, height and style or any other reasonable criteria.

All exterior signage is required to conform to City of Grand Marais ordinances. No sign or structure shall be erected, constructed, rebuilt, or relocated until a permit has been issued by the City of Grand Marais. It is Tenant's responsibility to obtain approvals and permits as required by the City of Grand Marais. Tenant is responsible for the cost of permit(s). Landlord must approve all drawings prior to City submittal.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises.

**PERSONAL TAXES.** Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

**RIGHT OF FIRST REFUSAL.** If at any time during the term of this lease Landlord shall receive a bona fide offer to purchase the leased property, it shall furnish to Tenant a true and correct copy of the proposed purchase agreement which the offeror is ready, willing, and able to sign and notify Tenant that Landlord is ready, willing, and able to sign it. Tenant may, by giving notice to Landlord within 30 days after Tenant's receipt of the proposed purchase agreement, purchase the property, upon the terms, covenants, and conditions set forth therein. If Tenant does not so elect within the 30-day period, Landlord may enter into the proposed purchase agreement with the offeror. If the proposed agreement with the offeror is not consummated, Tenant's right to first refusal shall remain in effect. Neither the making of the proposed agreement by Landlord shall be construed or deemed to terminate or extinguish any renewal option of Tenant provided.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 90 days' written notice to Tenant that the Premises have been sold.

#### **EARLY TERMINATION**

Tenant shall notify Landlord regarding any need for early termination of the lease. The early termination penalty is 3 month's rent or the number of months to the end of the lease term, whichever is smaller; and starts post final occupied date.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Drosera Holdings, LLC  
425 W Hwy 61  
POB 1057  
Grand Marais, Minnesota 55604

**TENANT:**

Cook County/Grand Marais Economic Development Authority  
POB 597  
Grand Marais, MN 55604

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Minnesota.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:**  
**Drosera Holdings, LLC**

By: \_\_\_\_\_ Date: 05-14-2024  
Jeremy Ridlbauer, Owner of Drosera Holdings, LLC

**TENANT:**  
**Cook County/Grand Marais Economic Development Authority**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**TO:** Cook County/Grand Marais Joint Economic Development Authority  
**FROM:** Paulina Backstrom  
**DATE:** 3/18/24

**RE: Letter of Intent to Purchase Lot(s) at Cedar Grove Business Park**

**INTENT:** The purpose of this letter is to set forth some of the basic terms and conditions of the proposed purchase by the undersigned (the “Buyer”) of certain real estate owned by the Cook County/Grand Marais Joint Economic Development Authority (the “Seller”). The terms set forth in this Letter will not become binding until a more detailed “Development Agreement” is negotiated and signed by the parties.

**SELLER:** COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT  
AUTHORITY  
425 W Highway 61, Suite B  
Grand Marais, MN 55604

**BUYER:** Paulina Backstrom  
**BUYER EMAIL:** [Ecobluerecycling@outlook.com](mailto:Ecobluerecycling@outlook.com)

**PROPERTY.** The property proposed to be purchased is owned by the Cook County/Grand Marais Joint Economic Development Authority located at Lot 4 Block 4 in Cedar Grove Business Park, Grand Marais, Minnesota. The proposed purchase price is \$12,000; and the Buyer wishes to use the property for the purpose of developing it and operating EcoBlue Recycling business from location.

**NON-BINDING.** This letter of Intent does not and is not intended to contractually bind the parties and is only an expression of the basic conditions to be incorporated into a binding Development Agreement. This Letter does not require either party to negotiate in good faith or to proceed to the completion of a binding Development Agreement. The parties shall not be contractually bound unless and until they enter into a formal, written Development Agreement, which must be in form and content satisfactory to each party and to each party’s legal counsel, in their sole discretion. Neither party may rely on this Letter as creating any legal obligation of any kind.

**EXPIRATION OF OFFER.** This Letter of Intent shall constitute an open offer until such time that a quorum of the Cook County/Grand Marais Joint Economic Development Authority Board of Commissioners has had the opportunity to respond to the offer.  
If you would like to discuss a sale of Real Estate with the undersigned on these general terms, please sign and return a copy of this Letter of Intent to the undersigned at your earliest convenience.

\_\_\_\_\_  
Paulina Backstrom

**Insert Name, Title**

**From:** [EcoBlue Recycling](#)  
**To:** [theresa@cookcountymneda.org](mailto:theresa@cookcountymneda.org)  
**Subject:** Re: Intent to Purchase Letter  
**Date:** Wednesday, May 8, 2024 2:53:59 PM  
**Attachments:** [image001.png](#)

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Good Afternoon Theresa,

Thank you for the feedback. I'll do my best to answer each of your questions.

My offer is actually considerably higher than the amount that many of the lots sold for. The average that is being used is not really a fair comparison since that average is including 4 lots that were sold at a higher amount in the beginning. Since then, the sales have been much less.

I would need to build a drive-through driveway with access to both the Gunflint and the CGP road. The lot is much lower than the CGP road and has a water runoff creek running along the boarder which will make it more costly to develop.

My plan is to construct a building for my recycling business. It would be a storage and sorting facility and would include a bathroom.

I would like to make the lot a dual purpose lot by using a portion of the lot seasonally to park my food trailer on. I would like to offer cold pressed juices to the community as a healthy food/beverage option. I have been dealing with some unfortunate health issues but since taking up juicing, I have been seeing positive results. I want to share my successes with the community and provide juices for people who also want to improve their health.

I believe if NSW adds recycling to their business, it will be different than my service and the personal service I offer will still be needed.

If sale is approved, I would like to start planning and construction immediately.

I hope this answered all the questions.

Thank you,  
Paulina

**EcoBlue Recycling LLC**  
**Go EcoBlue to keep our planet green!**

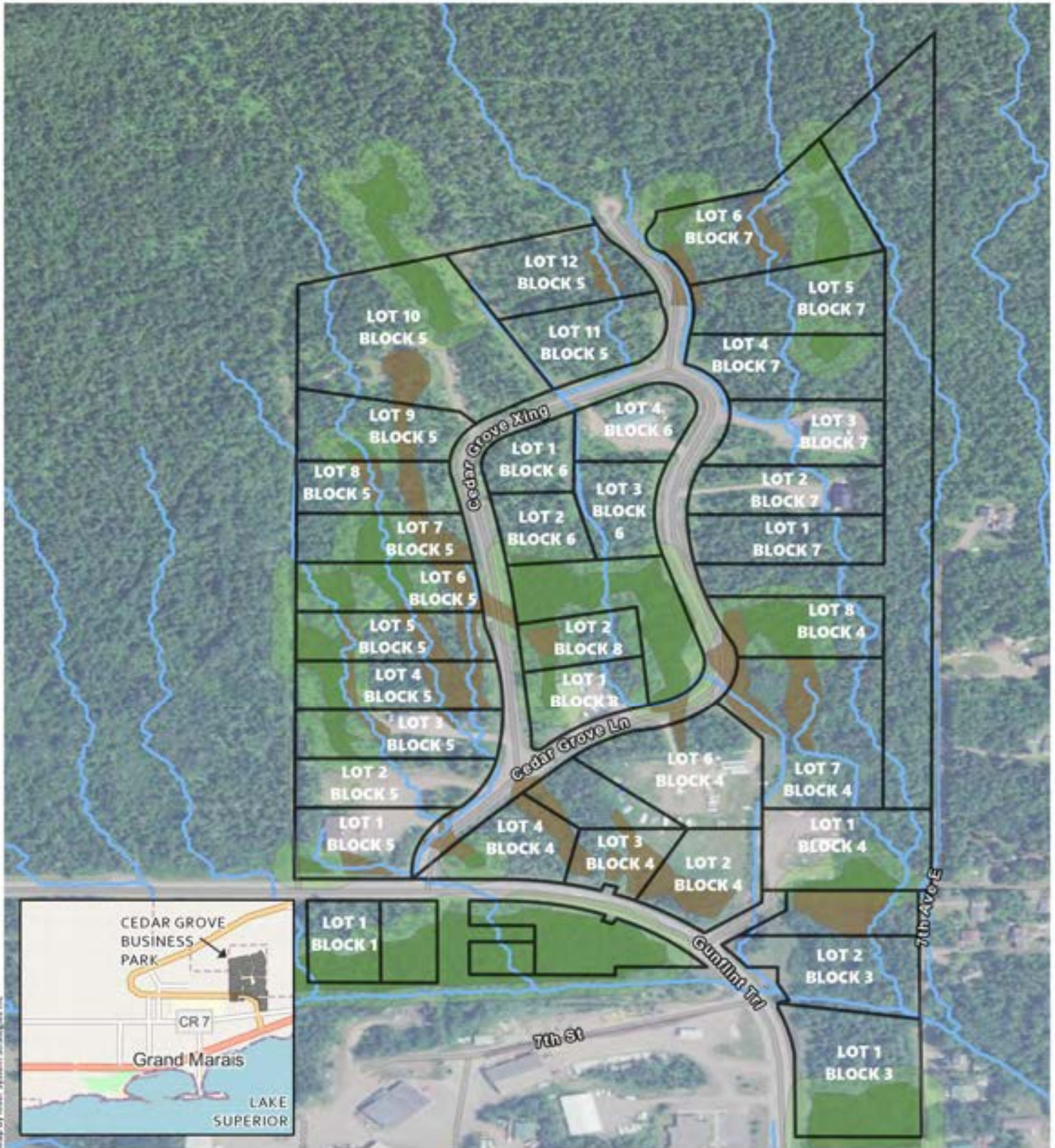


# Cedar Grove Business Park





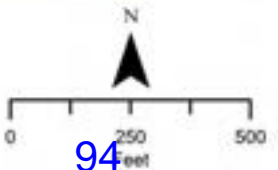
GRAND MARAIS EDA/COOK COUNTY  
 CEDAR GROVE BUSINESS PARK  
 OVERVIEW MAP



Map by River Systems Strategies Inc.

- Cedar Grove Business Park Parcels
- Preserved Wetland
- Mitigated Wetland

- Wetland 50' Natural Buffer
- MDNR Detailed Stream Lines





May 1, 2024

Friends,

April showers will hopefully bring May flowers!

In April I met with 29 clients in 54 meetings for a total of 45 billable hours.

Competing for my time last month, and continuing in May, was knee replacement surgery on 4/18. I am slowly (TOO slowly for my sanity) feeling better.

I expect to be back in the office part time mid-month and will continue to meet with clients on Zoom. The Northland Foundation has been very supportive during this time, as has Executive Director Theresa Bajda. Stitches came out Monday, May 5. I am in active physical therapy and my therapist strongly suggests I elevate my leg whenever possible, which will decrease swelling and promote healing. For that reason I am reluctantly cancelling my attendance at the Statewide Knowledge Exchange Program in Fergus Falls and will not be requesting the additional funding the EDA so graciously approved last month.

Please let me know if you have any questions or concerns.

Celebrating spring and our future success. I appreciate your encouragement and support.

Questions? Let me know.

Pat

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

651-336-2964