



AGENDA

Tuesday, April 21, 2026 – 4:00pm

Grand Marais City Hall – Council Chambers

15 North Broadway Ave, Grand Marais, MN 55604

Members of the Board may participate in this meeting via electronic means

1. **Call to Order**
2. **Executive Director Welcome**
3. **Approval of Agenda**
4. **Public Comments**
5. **Approval of Meeting Minutes**
 - a. March 17, 2026 EDA Regular Meeting ([Pages 1-4](#))
6. **Review of Financials**
 - a. Balance Sheet EDA, as of March 31, 2026 ([Pages 5-8](#))
 - b. Bill Approval Status EDA, March 2026 Payments ([Page 9](#))
 - c. Balance Sheet Superior National Golf Course, as of March 31, 2026 ([Pending](#))
 - d. 2025 Business Development Fund Grant Report, information only ([Page 10](#))
 - e. 2026 Business Development Fund Grant Report, information only ([Page 11](#))
7. **New Business**
 - a. **2026-11** RESOLUTION AUTHORIZING FINANCIAL SIGNATORY AUTHORITY FOR EXECUTIVE DIRECTOR ([Pages 12-28](#))
 - b. **2026-12** RESOLUTION AUTHORIZING CORPORATE CARD FOR EXECUTIVE DIRECTOR ([Pages 29-30](#))
 - c. **2026-13** RESOLUTION AUTHORIZING FIRST AMENDMENT TO BUSINESS DEVELOPMENT FUND GRANT AGREEMENT WITH SCRUFFY DOG VINTAGE EMPORIUM LLC ([Pages 31-46](#))
8. **SBDC Report & MN Paid Leave Training** ([Page 47](#))
9. **Committee/Commissioner Reports**
 - a. Golf Course Committee – Sale Update
 - b. Taconite Harbor Subcommittee – Strategic Plan Update
 - c. Grant Review Committee Update
 - d. HR Committee Update
 - e. Finance Committee – Schedule meeting for draft 2027 budget for June Board approval
10. **Adjourn**

Next Meeting: Tuesday, May 19, 2026



MINUTES

Tuesday, March 17, 2026 – 4:00pm

Grand Marais City Hall – Council Chambers

15 North Broadway Ave, Grand Marais, MN 55604

Members of the Board may participate in this meeting via

Commissioners Present: Peter Clissold, Ben Peters (City Council alternate), Mark Shackleton, Dave Mills, Alex Beebe-Giudice, Siri Anderson via Zoom connection.

Commissioners Absent: Tracy Benson, There is one Commissioner vacancy

Others Present: Mark Peters, minute taker Maggie Barnard

1. Call to Order

President Clissold called the March 16, 2026 regular meeting of the EDA to order at 4:01 p.m. He noted that Peters is present as the alternate for Benson.

2. Approval of Agenda

Clissold asked if there are any additions or revisions to the agenda, none made.

Motion to approve the agenda as presented (Mills/Shackleton) Roll Call Vote: Mills, Beebe-Giudice, Shackleton, Anderson, Peters, Clissold: all ayes. Vote: Passed (6-0)

3. Public Comments

Clissold opened the public comment period noting this is separate from the public hearing period. No comments. Public comment period closed.

4. Public Hearing

- a. **2026-08 RESOLUTION AUTHORIZING SALE OF REAL AND PERSONAL PROPERTY ASSETS OF SUPERIOR NATIONAL AT LUTSEN GOLF COURSE** ([Pages 34-98](#))

President Clissold opened the public hearing and invited members of the public to address the EDA Board of Commissioners.

Julie Rau spoke in favor of sale with concerns about finances.

Kjersti Vick, representing Visit Cook County and the Cook County Chamber of Commerce, spoke in support of golf remaining viable in the County as a business driver and tourism attraction.

Clissold read email submissions: Craig Hunter in support of sale. Jane Alexander in support of sale. Howard Hedstrom in support of sale.

No further comments from public members.

President Clissold closed the public hearing.

5. Approval of Meeting Minutes

- a. February 17, 2026 EDA Regular Meeting ([Pages 1-3](#))
- b. February 23, 2026 EDA Special Meeting ([Page 4](#))
- c. March 3, 2026 EDA Special Meeting ([Page 5](#))



MINUTES

Tuesday, March 17, 2026 – 4:00pm

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15 North Broadway Ave, Grand Marais, MN 55604

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Motion to approve the February 17, 2026 EDA Regular Meeting Minutes, the February 23, 2026 EDA Special Meeting Minutes and the March 3, 2026 Special Meeting Minutes (Mills/Beebe-Giuduce)

Roll Call Vote: Mills, Beebe-Giudice, Shackleton, Anderson, Peters, Clissold: all ayes. Vote: Passed (6-0)

6. Review of Financials

- a. Balance Sheet EDA, as of February 28, 2026 ([Pages 6-9](#))

Shackleton said reports reflect we are close to budget however what is not reflected is the transfer of funds from the EDA to the Golf Course, this will be done by the end of March. The Golf Course revenue is less than last year, the re-opening of Lutsen Mountain restaurant affected demand and it is the off season. **Members and President accept and forward to audit.**

- b. Bill Approval Status EDA, February 2026 Payments ([Page 10](#))

Motion to approve the February 2026 EDA payments (Mills/Shackleton)

Roll Call Vote: Mills, Beebe-Giudice, Shackleton, Anderson, Peters, Clissold: all ayes. Vote: Passed (6-0)

- c. Balance Sheet Superior National Golf Course, as of February 28, 2026 ([Pages 11-15](#))

Members and President accept and forward to audit.

- d. 2025 Business Development Fund Grant Report, information only ([Page 16](#))

7. New Business

- a. **2026-07 RESOLUTION APPROVING BUSINESS DEVELOPMENT FUND GRANT AWARDS AND AUTHORIZING EXECUTION OF GRANT CONTRACTS** ([Pages 17-33](#))

Clissold stated the first round of applications were due February 4, 2026 and the Grant Review Committee met to review and recommend eight grant recipients. Noted that applicants will have an opportunity to speak if they wish.

Beebe-Giudice spoke about the revisions to the program, especially establishing three application deadlines throughout the year.

The following Commissioner conflict disclosures were made for the public record and Commissioners were requested to leave the room during discussion of that specific application:

Beebe-Giudice recuses from the Sisu & Loyly request.

Clissold recuses from Violence Prevention Center request.

Mills recuses from the Taproot Floral request.

1. Sisu & Loyly – Katie Usem present for questions. Peters questioned whether a variance request to the City will be done. Usem said no, a variance is not required, they will need a Land Use permit from the City of Grand Marais for the expansion and have contacted the City. No issues have been communicated to them regarding the permit.
2. Crosby Bakery LLC – Hana Crosby present for questions.
3. Violence Prevention Center – Sara Mowchan present for questions. Beebe-Giudice noted that this grant will allow them to construct physical space to meet standards for client confidentiality and hire two positions.



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4. Scaredy Cat LLC, Scaredy Cat Music – Benjamin Nichols present for questions.
5. Common Ground Home Services LLC – Braydon Gillespie applicant.
6. Taproot Floral – Alisa Berns present for questions.
7. North Roads Knits LLC – Jamie Rex applicant.
8. Wandering Fern Retreats LLC – Dorothy Broomall applicant.

Clissold noted that there is a quorum present with three members abstaining from vote.

Motion to approve RESOLUTION 2026-07 (Anderson/Shackleton)

Roll Call Vote: Shackleton, Anderson, Peters: all ayes. Vote: Passed (3-0-3). Abstaining: Clissold, Mills and Beebe-Giudice.

- b. **2026-08** RESOLUTION AUTHORIZING SALE OF REAL AND PERSONAL PROPERTY ASSETS OF SUPERIOR NATIONAL AT LUTSEN GOLF COURSE ([Pages 34-98](#))

Clissold noted that in accordance with MN Statute 469.105 a Public Hearing was held earlier on the agenda. Clissold said the septic and irrigation expenses are inclusive of the 150% noted in the project budget. Details of the sale will be presented to the Nelson family, they have up to 90 days to accept or refuse. There is a 60 day closing period following their response.

Motion to approve RESOLUTION 2026-08 (Mills/Beebe-Giudice) Roll Call Vote: Mills, Beebe-Giudice, Shackleton, Anderson, Peters, Clissold: all ayes. Vote: Passed (6-0)

- c. **2026-09** RESOLUTION AUTHORIZING A LOAN AGREEMENT BETWEEN COOK COUNTY AND THE COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY ([Pages 99-102](#))

Motion to approve RESOLUTION 2026-09 (Shackleton/Beebe-Giudice) Roll Call Vote: Mills, Beebe-Giudice, Shackleton, Anderson, Peters, Clissold: all ayes. Vote: Passed (6-0)

- d. **2026-10** RESOLUTION APPROVING THE 2026 OPERATING BUDGET FOR SUPERIOR NATIONAL AT LUTSEN GOLF COURSE ([Pages 103-111](#))

Shackleton said this is in line with Capital Improvement plan of a few years ago.

Motion to approve RESOLUTION 2026-10 (Mills/Shackleton) Roll Call Vote: Mills, Beebe-Giudice, Shackleton, Anderson, Peters, Clissold: all ayes. Vote: Passed (6-0)

8. Committee/Commissioner Reports

- a. Golf Course Committee – Sale Update
Details covered earlier in agenda and public hearing held.
- b. Taconite Harbor Subcommittee – Strategic Plan Update
The February meeting was cancelled due to weather and is being held this week.
- c. Grant Review Committee Update
Clissold praised the incredible work done by this committee. Discussion: voting with recusals and quorum. The next grant application deadline is May 4, 2026 and will involve the new EDA Director and with support from NSDC. It was noted that the draft agreement, grantees are expected to participate in surveys and should be required to display EDA decal as well.



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d. HR Committee Update

Clissold noted that Lucas, the preferred candidate, has accepted the offer and April 13, 2026 is his start date. Clissold will work with NSDC on his onboarding.

There have been several applicants for the commissioner vacancy and Anderson is working on a couple of candidates as well. Commissioners are looking forward to the SBDC consultant reports and her attendance at future EDA meetings.

9. Adjourn

Motion to adjourn meeting at 5:09 p.m. (Mills/Anderson) Roll Call Vote: Mills, Beebe-Giudice, Shackleton, Anderson, Peters, Clissold: all ayes. Vote: Passed (6-0)

Next Meeting: Tuesday, April 21, 2026

Respectfully submitted by minute taker Maggie Barnard.

Cook County/Grand Marais Economic Development Authority

Balance Sheet

As of March 31, 2026

	TOTAL		
	AS OF MAR 31, 2026	AS OF MAR 31, 2025 (PY)	% CHANGE
ASSETS			
Current Assets			
Bank Accounts			
GMSB Checking Account	134,807.91	240,959.25	-44.05 %
GMSB Money Market	129,509.43	236,030.49	-45.13 %
NSFCU 5162030 Checking	6,355.14	6,352.75	0.04 %
NSFCU Money Market (87)	0.00	0.00	
NSFCU Patronage	37.24	35.81	3.99 %
NSFCU Savings	10.19	10.19	0.00 %
Total Bank Accounts	\$270,719.91	\$483,388.49	-44.00 %
Accounts Receivable			
Accounts Receivable	0.00	0.00	
Total Accounts Receivable	\$0.00	\$0.00	0.00%
Other Current Assets			
Due from Lutsen Recreation	0.00	0.00	
Due from Lutzen Mountainside	8,437.50	9,787.50	-13.79 %
Due from Superior National at Lutsen	120,000.00		
Note Payable Gunflint Vue LLC	200,000.00	200,000.00	0.00 %
Prepaid Rent	915.00	915.00	0.00 %
Taxes Receivable - current	16,054.18	16,054.18	0.00 %
Taxes Receivable - delinquent	8,396.00	8,396.00	0.00 %
Undeposited Funds	0.00	0.00	
Total Other Current Assets	\$353,802.68	\$235,152.68	50.46 %
Total Current Assets	\$624,522.59	\$718,541.17	-13.08 %
Fixed Assets			
Land Held for Resale	114,000.00	114,000.00	0.00 %
Total Fixed Assets	\$114,000.00	\$114,000.00	0.00 %
Other Assets			
Tac Area Bus Relief Note Rec	0.00	0.00	
Total Other Assets	\$0.00	\$0.00	0.00%
TOTAL ASSETS	\$738,522.59	\$832,541.17	-11.29 %

Cook County/Grand Marais Economic Development Authority

Balance Sheet

As of March 31, 2026

	TOTAL		
	AS OF MAR 31, 2026	AS OF MAR 31, 2025 (PY)	% CHANGE
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	59,685.62	27,320.49	118.46 %
Total Accounts Payable	\$59,685.62	\$27,320.49	118.46 %
Credit Cards			
Visa Credit Card	473.76	1,779.06	-73.37 %
Total Credit Cards	\$473.76	\$1,779.06	-73.37 %
Other Current Liabilities			
Contingent Liability	0.00	0.00	
Deferred Revenue	0.00	0.00	
Due to City of Grand Marais	149,812.55	149,812.55	0.00 %
Due to Cook County	28,103.89	28,103.89	0.00 %
Due to Workforce Recruitment	0.00	0.00	
Salaries/Benefits	0.00	0.00	
Total Other Current Liabilities	\$177,916.44	\$177,916.44	0.00 %
Total Current Liabilities	\$238,075.82	\$207,015.99	15.00 %
Long-Term Liabilities			
Unavailable Rev - Deferred Tax	8,396.00	8,396.00	0.00 %
Total Long-Term Liabilities	\$8,396.00	\$8,396.00	0.00 %
Total Liabilities	\$246,471.82	\$215,411.99	14.42 %
Equity			
Opening Bal Equity	118,003.47	118,003.47	0.00 %
Retained Earnings	389,988.12	358,699.28	8.72 %
Net Income	-15,940.82	140,426.43	-111.35 %
Total Equity	\$492,050.77	\$617,129.18	-20.27 %
TOTAL LIABILITIES AND EQUITY	\$738,522.59	\$832,541.17	-11.29 %

Budget FY26_P&L

Cook County/Grand Marais Economic Development Authority

January 1-March 31, 2026

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET BY
Income			
EDA Levy			
Levy County Cedar Grove Pass Thru	4,123.86	60,000.00	-55,876.14
Levy County - Operations	31,608.79	452,962.00	-421,353.21
Total for EDA Levy	\$35,732.65	\$512,962.00	-\$477,229.35
Grant Income			
Misc Income	18,328.03		18,328.03
Total for Grant Income	\$18,328.03		\$18,328.03
Interest Income	773.23		773.23
Northland SBDC Income	653.50	39,000.00	-38,346.50
Rent HRA	1,725.00	6,900.00	-5,175.00
Total for Income	\$57,212.41	\$558,862.00	-\$501,649.59
Cost of Goods Sold			
Gross Profit	\$57,212.41	\$558,862.00	-\$501,649.59
Expenses			
Dues/Memberships	1,364.98	3,500.00	-2,135.02
Operating Expenses		\$0.00	\$0.00
Advertising/Marketing/Website	2,359.94	3,000.00	-640.06
Bank Charges	25.00	200.00	-175.00
Meeting Expenses & Per Diem	303.25	4,000.00	-3,696.75
Office Expenses	\$193.87		\$193.87
Equipment/Computers/Virtual	0.00	3,000.00	-3,000.00
Supplies	69.99	3,000.00	-2,930.01
Total for Office Expenses	\$263.86	\$6,000.00	-\$5,736.14
Rent Expense	4,989.46	8,400.00	-3,410.54
Superior National pass-thru	5,542.79		5,542.79
Telephone	228.20	852.00	-623.80
Board Member Training		2,000.00	-2,000.00
City Administration		1,000.00	-1,000.00
Insurance		3,600.00	-3,600.00
Total for Operating Expenses	\$13,712.50	\$29,052.00	-\$15,339.50
Professional Services		\$0.00	\$0.00
Accounting Support	1,050.00	8,000.00	-6,950.00
Legal	14,707.00	4,000.00	10,707.00
Misc Services	18,750.00	0.00	18,750.00
SBDC Consultant Expense	568.75	5,000.00	-4,431.25
State Audit	12,500.00	24,000.00	-11,500.00
Public Financing Consulting		3,000.00	-3,000.00
SBDC Expenses - Other		1,000.00	-1,000.00
Total for Professional Services	\$47,575.75	\$45,000.00	\$2,575.75

Budget FY26_P&L

Cook County/Grand Marais Economic Development Authority

January 1-March 31, 2026

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET BY
PROJECTS			
Business Development Program	10,500.00	200,000.00	-189,500.00
Cedar Grove Business Park Pass Thru		60,000.00	-60,000.00
Cedar Grove Special Assessments		3,754.00	-3,754.00
Total for PROJECTS	\$10,500.00	\$263,754.00	-\$253,254.00
Contingency		24,426.00	-24,426.00
Staff Expenses			
Administration		8,000.00	-8,000.00
Director Salary (w/ benefits)		134,230.00	-134,230.00
Training/Travel/Mileage		5,000.00	-5,000.00
Total for Staff Expenses		\$147,230.00	-\$147,230.00
Total for Expenses	\$73,153.23	\$512,962.00	-\$439,808.77
Net Operating Income	-\$15,940.82	\$45,900.00	-\$61,840.82
Other Income			
Other Expenses			
Net Other Income			
Net Income	-\$15,940.82	\$45,900.00	-\$61,840.82

Bill Approval Status

Cook County/Grand Marais Economic Development Authority

March 6-April 30, 2026

BILL NUMBER	VENDOR	DATE	AMOUNT	PAID STATUS	APPROVAL STATUS	DUE DATE
195375	Hanft Fride	03/06/2026	4,551.00	Paid		03/16/2026
2603	Maggie Barnard	03/20/2026	75.00	Paid		04/19/2026
	Refugia Designs LLC	03/30/2026	4,500.00	Paid		04/09/2026
4009	North Shore Development Co.	03/31/2026	6,250.00	Paid		04/30/2026
260301	Rachelle Christiansen	03/31/2026	178.75	Paid		03/31/2026
2032	Drosera Holdings	03/31/2026	1,210.20	Paid		04/30/2026
	Scruffy Dog Vintage Emporium LLC	03/31/2026	6,000.00	Paid		04/10/2026
CC-126039592	WTIP North Shore Community Radio	03/31/2026	2,080.00	Paid		04/10/2026
150505708	RedPath and Company	03/31/2026	12,500.00	Paid		04/10/2026
309139	Cook County News Herald	03/31/2026	144.00	Paid		04/30/2026
	Northshore Journal	03/31/2026	135.94	Paid		04/30/2026
343	Sarena Crowley	03/31/2026	350.00	Paid		04/30/2026
2122-1683	Cook County Chamber of Commerce	03/31/2026	1,000.00	Paid		03/31/2026

Business Development Fund Grant Awards Approved in 2025

Grantee	Board Approval Date	Contract Executed Date	Contract #	Award	Required Match	Total Project Cost	W9 Received	Grants Issued to Date	Actual Match to Date	Award Balance	Match Balance	Actual Project Costs to Date	Project Deadline	Final Report Received	Description/Progress Notes
Britt Malec, LLC	3/18/2025	5/30/2025	C202506	\$1,000.00	\$0.00	\$946.97	6/6/2025	\$1,000.00	\$193.27	\$0.00	\$0.00	\$1,193.27	3/18/2026	7/22/2025	Printer & Supplies. Final report received
Ruby Loon Graphics, LLC	4/15/2025	7/21/2025	C202507	\$5,852.44	\$585.24	\$6,437.68	5/22/2025	\$5,997.98	\$708.22	-\$145.54	-\$122.98	\$6,706.20	4/15/2026	3/23/2026	Screen Printing/Heat Transfer Equipment. Resolution approved \$6,000 but grant contract approved \$5,582.44 with grantee match of \$585.24. \$5,997.98 was issued to grantee. 7/22/2025 emailed grantee for documentation of 10% match of the grant amount issued to date (\$599.80) and sent final report form.
Unimoose Enterprises	4/15/2025	7/23/2025	C202508	\$24,254.00	\$6,063.56	\$30,317.56	10/1/2024	\$24,254.00	\$6,063.56	\$0.00	\$0.00	\$30,317.56	4/15/2026	7/23/2025	Welding Equipment/Concrete Apron Repair. Original grant for \$25,000; grantee confirmed project complete. No additional grant/match.Final report received.
Scruffy Dog Vintage Emporium, LLC	5/20/2025	8/21/2025	C202519	\$25,000.00	\$6,250.00	\$34,069.52	3/3/2026	\$6,000.00	\$2,000.00	\$19,000.00	\$4,250.00	\$8,000.00	6/1/2026	pending	Building Repairs & Signage. 7/23/2025 contracted routed for execution; was never completed. Emailed grantee. L/M 8/20/2025. 1/24/26 update from grantee - contractor has been sick so interior work progress delayed; reimbursement anticipated in coming month. 4/1 & 4/10 emld grantee for status.
Sydney's Frozen Custard, L.L.C	5/20/2025	8/11/2025	C202526	\$25,000.00	\$6,250.00	\$36,593.00	pending	\$0.00	\$0.00	\$25,000.00	\$6,250.00	\$0.00	6/1/2026	pending	Building Repairs/Create Breezeway/Expand Menu. 8/11/2025 confirmed LLC registered. Reimbursement request pending additional documentation/eligible expenses.
Fika Coffee, LLC	5/20/2025	5/20/2025	C202505	\$25,000.00	\$6,250.00	\$37,073.10	6/2/2025	\$25,000.00	\$15,033.99	\$0.00	-\$8,783.99	\$40,033.99	5/20/2026	4/14/2026	Roastery Equipment.
Raven Moon Ridge, LLC	5/20/2025	7/17/2025	C202504	\$3,200.00	\$0.00	\$3,196.20	9/30/2025	\$1,943.45	\$0.00	\$0.00	\$0.00	\$1,943.45	12/31/2026	3/22/2026	Solar Panel System/Mobile Charging Unit; original award \$3,196.20; grantee came in under budget. No additional expenses.
Beran's Handcrafted Log Cabins	6/17/2025	7/30/2025	C202520	\$10,000.00	\$1,000.00	\$39,900.00	7/2/2025	\$10,000.00	\$81,360.13	\$0.00	\$0.00	\$91,360.13	6/18/2026	2/4/2026	Excavator.
The Mayhew, LLC	6/17/2025	7/22/2025	C202509	\$25,000.00	\$28,440.00	\$53,440.00	12/22/2025	\$21,463.10	\$43,158.35	\$3,536.90	-\$14,718.35	\$64,621.45	6/17/2026	pending	Environmental Work. Grant to support future environmental studies; match previously incurred costs Phase I. 4/1/26 & 4/10/26 emailed grantee for status.
CedarSun Electric, LLC	7/15/2025	7/17/2025	C202503	\$10,000.00	\$1,000.00	\$31,304.98	7/17/2025	\$10,000.00	\$6,758.10	\$0.00	-\$5,758.10	\$16,758.10	1/31/2026	1/25/2026	equipment purchase electrical contracting.
Wild Wes Tire and Timber LLC	7/15/2025	7/17/2025	C202502	\$10,000.00	\$1,000.00	\$12,181.35	7/24/2025	\$10,000.00	\$2,181.35	\$0.00	-\$1,181.35	\$12,181.35	12/31/2026	pending	equipment purchase new auto repair. 3/13/26 & 4/10/26 emld grantee for final report.
Sweetwater Design Studios LLC	7/15/2025	7/18/2025	C202501	\$25,000.00	\$6,250.00	\$78,283.03	7/17/2025	\$25,000.00	\$11,398.22	\$0.00	-\$5,148.22	\$36,398.22	12/31/2026	pending	Grinder pumps for commerical spaces. 3/13/26 emd grantee for final report. 3/18/26 grantee is completing HVAC and electrical work and will send final report early April to account for additional match/work towards the project.
The Beaver House LLC	9/16/2025	7/19/2025	C202527	\$10,693.00	\$1,069.00	\$63,409.75	7/19/2025	\$0.00	\$0.00	\$10,693.00	\$1,069.00	\$0.00	12/31/2026	pending	interior renovation, windows, doors and flooring. Request for reimbursement and project update sent 1/21/26. 1/23/26 encountered several delays and securing additional funding. Anticipate completion by grant deadline.

TOTAL **\$199,999.44** **\$427,153.14** **\$140,658.53** **\$309,513.72**

2025 BDF Allocation **\$200,000.00**
Available Balance (less encumberd/awarded funds) **\$0.56**
Actual Balance (less expended reimbursements) **\$59,341.47**

Business Development Fund Grant Awards Approved in 2026

Grantee	Board Approval Date	Contract Executed Date	Contract #	Award	Required Match	Total Project Cost	W9 Received	Grant Funds Issued to Date	Actual Match to Date	Award Balance	Match Balance	Actual Project Costs to Date	Project Deadline	Final Report Received	Description/Progress Notes
Dream Superior LLC (dba Sisu + Loyly)	3/17/2026	3/18/2026	C202603	\$25,000.00	\$6,250.00	\$31,250.00	3/28/2026	\$0.00		\$25,000.00	\$6,250.00	\$0.00	3/31/2027		Construction support of new bathhouse.
Crosby Bakery LLC	3/17/2026	3/18/2026	C202604	\$21,679.35	\$5,087.77	\$26,767.12	4/11/2026	\$18,318.45	\$4,295.68	\$3,360.90	\$792.09	\$22,614.13	3/31/2027		Purchase 4th oven for bakery. 1st reimbursement processed 4/14/26.
Violence Prevention Center	3/17/2026	4/9/2026	C202605	\$20,500.00	\$4,675.00	\$25,175.00	4/9/2026	\$0.00		\$20,500.00	\$4,675.00	\$0.00	3/31/2027		Remodel/expansion of VPC office. 8 year lease received 4/9/26.
Scaredy Cat LLC	3/17/2026	3/20/2026	C202607	\$5,000.00	\$0.00	\$5,000.00	4/10/2026	\$0.00		\$5,000.00	\$0.00	\$0.00	3/31/2027		Website update and procure original artwork for website.
Common Ground Home Services LLC	3/17/2026	3/19/2026	C202609	\$4,729.05	\$0.00	\$4,729.05	3/19/2026	\$4,729.05	\$494.49	\$0.00	-\$494.49	\$5,223.54	3/31/2027	pending	Purchase tools for contracting company. 1st and final reimbursement processed 3/23/26.
Refugia Designs LLC (dba Taproot Floral)	3/17/2026	3/18/2026	C202610	\$4,500.00	\$0.00	\$4,500.00	3/18/2026	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00	3/31/2027	pending	Purchase used flower cooler. 1st and final reimbursement processed 3/23/26.
North Road Knits LLC	3/17/2026	3/22/2026	C202611	\$2,691.16	\$0.00	\$2,691.16	pending	\$0.00		\$2,691.16	\$0.00	\$0.00	3/31/2027		Purchase materials/equipment for home yard dying expansion. 4/10/26 email reminder for W9.
Wandering Fern Retreats LLC	3/17/2026	3/23/2026	C202612	\$1,998.90	\$0.00	\$1,998.90	pending	\$0.00		\$1,998.90	\$0.00	\$0.00	3/31/2027		Purchase equipment tor new business startup. 4/10/26 email reminder for W9.

TOTAL **\$86,098.46** **\$102,111.23** **\$27,547.50** **\$32,337.67**

2026 BDF Allocation	\$200,000.00
Available Balance (less encumberd/awarded funds)	\$113,901.54
Actual Balance (less expended reimbursements)	\$172,452.50

MEMO

To: EDA Board of Commissioners

From: Theresa Bajda, North Shore Development Co. (NSDC)

Date: April 15, 2026

Subject: Authorization of Financial Signatory-Executive Director (Resolution 2026-11)

Background

With the onboarding of the EDA's new Executive Director, Lucas Wakefield, it is necessary to authorize financial signatory access to allow for the efficient administration of EDA operations. This includes access to EDA accounts held at Grand Marais State Bank and North Shore Federal Credit Union.

This authorization is consistent with the EDA's adopted Procurement Policy and standard administrative practices, ensuring the Executive Director can carry out routine financial transactions in coordination with the Board Treasurer and approved budgets.

Recommended Action

Adopt Resolution 2026-11 authorizing Lucas Wakefield, Executive Director, as an authorized financial signatory on EDA accounts.

Attachments:

- Resolution 2026-11
- EDA Procurement Policy

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

RESOLUTION NO. 2026-11

RESOLUTION AUTHORIZING FINANCIAL SIGNATORY AUTHORITY FOR EXECUTIVE DIRECTOR

WHEREAS, the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) employs an Executive Director to oversee day-to-day operations of the organization; and

WHEREAS, the EDA adopted a Procurement Policy on October 17, 2023, further amended on April 16, 2024, which designates the Executive Director as Department Head and authorizes certain purchasing and financial functions consistent with that policy; and

WHEREAS, it is necessary to authorize appropriate financial access and signatory authority for the Executive Director to carry out the duties of the position.

NOW, THEREFORE, BE IT RESOLVED, that the EDA Board of Commissioners hereby authorizes Lucas Wakefield, in his capacity as Executive Director, to serve as an authorized signatory on all EDA financial accounts, including but not limited to accounts held at Grand Marais State Bank and North Shore Federal Credit Union; and

BE IT FURTHER RESOLVED, that all such authority shall be exercised in accordance with the EDA’s adopted Procurement Policy, approved budgets, and all applicable internal controls, including coordination with the EDA Board Treasurer as required; and

BE IT FURTHER RESOLVED, that this authorization shall remain in effect until modified or rescinded by action of the EDA Board of Commissioners.

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 duly passed and adopted by the Cook County and Grand Marais Joint Economic Development Authority on this 21st day of April 2026.

ATTEST: _____

Peter Clissold – Board President



Cook County/Grand Marais Joint Economic Development Authority

Procurement Policy

Adopted on: October 17, 2023

Amended on: April 16, 2024

I. Purpose

In order to have consistency and uniformity in the purchasing practices of the Cook County/Grand Marais Joint Economic Development Authority (“EDA”), it is essential for those authorized to purchase goods or services to have a clear understanding of the purchasing policy and its requirements. The following information is intended to serve as a guide for purchasing practices of the EDA and Superior National at Lutsen Golf Course (“SNL”), which is owned and operated by the EDA. This policy was created to:

- Clarify requirements of state purchasing law, most importantly the Uniform Municipal Contracting Law (Minn. Stat. § 471.345).
- Clarify various departmental procedures and staff processes
- Provide a resource manual for staff
- Assure the EDA Board of Commissioners that controls regarding purchasing are well established and adhered to

II. Definitions

Automated Clearing House (AHC): means a computer-based electronic network secure for processing transactions between participating financial institutions which may support both credit transfers and direct debits.

Award: means a written acceptance of a bid or proposal to provide goods, services, construction or utilities, which shall be binding upon contract execution.

Board of Governors: means the CRMGC, LLC Board of Governors, serving as the management group for Superior National at Lutsen Golf Course per their existing agreement with the EDA.

Contract: means any written instrument or electronic document containing the elements of offer, acceptance, and consideration to which the EDA or SNL is a party, including an amendment to or extension of a contract for purchase of supplies, materials, equipment, or the construction, alteration, repair or maintenance of real or personal property.

Department Head: means the Executive Director of the EDA, Business Manager of SNL, and Golf Course Superintendent of SNL or their assigned.

Direct Negotiation: means a direct solicitation with a specific vendor or individual without requesting or obtaining additional quotes.

Director: means the Executive Director of the EDA.

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

Formal Solicitation: means a solicitation which requires a sealed response. This includes Requests for Bids and Requests for Proposals.

Informal Solicitation: means a solicitation which does not require a sealed response. This includes request for quotes.

Open Market: means obtaining two or more quotations for a purchase or sale when possible, and without advertising for bids but otherwise complying with the requirements of competitive bidding.

Professional Services Agreement (PSA): means any contract or agreement entered into by the EDA for services that do not fall under the definition of Contract.

Request for Information (RFI): means non-binding input from interested parties for a forthcoming solicitation. RFI is used to obtain comments, feedback or reactions from potential suppliers or vendors prior to the issuing of a solicitation. Contracts are not awarded based on an RFI. Solicitations are produced based on results of an RFI.

Request for Proposal (RFP): means a formal solicitation that may be a single or multi-step process. It is used when it is not advantageous to set forth all the actual, detailed requirements at the time of a solicitation. Responses may be

negotiated to achieve best value for the EDA in which the price is not always the primary evaluation factor. RFP provides for the negotiation of terms, including price, prior to contract award.

Request for Quotes (RFQ): means an informal solicitation for goods or services in which responses are received by letter, email or other manner. RFQs are not subject to formal bidding requirements.

Sealed: means a method of the solicitation process to prevent the contents from being revealed or known before the deadline for submission of responses.

Solicitation: means the process used to communicate procurement requirements and to request responses from interested vendors.

Superior National at Lutsen Golf Course (SNL): means the 27-hole public golf course in Lutsen, Minnesota which is owned and operated by the EDA.

III. Bidding and Purchasing Requirements for Cook County/Grand Marais Joint EDA

Value of Purchase	Required Method of Procurement	Payment Options	Approvals Required	
Less than \$2,000	Pursue best price through direct negotiation or open market	Credit Card Check Request AHC	Department Head EDA Board Treasurer EDA Board	X
\$2,000 - \$5,000	Pursue best price through direct negotiation or open market	Credit Card Check Request AHC	Department Head EDA Board Treasurer EDA Board	X X
\$5,001 - \$9,999	Pursue best price through direct negotiation or open market	Check Request	Department Head EDA Board Treasurer EDA Board	X X X
\$10,000 - \$24,999	Two written quotes or RFPs, when possible, otherwise pursue open market	Check Request	Department Head EDA Board Treasurer EDA Board	X X X
\$25,000 - \$174,999	Sealed bid or direct negotiation, by obtaining two or more quotations and without advertising for bids *Construction contracts in excess of \$50,000 require responsible contractor verification. See Section XI.	Check Request	Department Head EDA Board Treasurer EDA Board	X X X
Greater than \$175,000	Sealed bids with public notice process; "best value" alternative an option per §471.345 Subd. 3a.	Check Request	Department Head EDA Board Treasurer EDA Board	X X X

Notes:

- Department Heads are responsible for collection and retention of all materials, bids, quotes, purchasing agreements, and professional service agreements used in the purchasing process.

- For purchases that have subsequent increases in cost (i.e. change orders), the increases are to be approved in accordance with the Reference Guide above for the total contract price (original plus subsequent increases). This may result in additional required approvals or quotations needed. For contracts that were originally less than \$10,000 but then later increased above \$10,000 but below \$25,000 the EDA must solicit at least two quotes for remaining work, when possible.
- Purchases and contracts totaling more than \$5,000 must be authorized by the EDA Board of Commissioners.

IV. Bidding and Purchasing Requirements for Superior National at Lutsen Golf Course

Value of Purchase	Required Method of Procurement	Payment Options	Approvals Required	
Up to \$9,999	Pursue best price through direct negotiation or open market	Credit Card Check Request AHC	Department Head EDA Board Treasurer Board of Governors President Board of Governors EDA Board	X
\$10,000 - \$24,999	Two written quotes or RFPs, when possible, otherwise pursue open market	Check Request	Department Head EDA Board Treasurer Board of Governors President Board of Governors EDA Board	X X X X
\$25,000 - \$174,999	Sealed bid or direct negotiation, by obtaining two or more quotations and without advertising for bids *Construction contracts in excess of \$50,000 require responsible contractor verification. See Section XI.	Check Request	Department Head EDA Board Treasurer Board of Governors President Board of Governors EDA Board	X X X X
Greater than \$175,000	Sealed bids with public notice process; “best value” alternative an option per §471.345 Subd. 3a.	Check Request	Department Head EDA Board Treasurer Board of Governors President Board of Governors EDA Board	X X X X X

Notes:

- Department Heads are responsible for collection and retention of all materials, bids, quotes, purchasing agreements, and professional service agreements used in the purchasing process.
- For purchases that have subsequent increases in cost (i.e. change orders), the increases are to be approved in accordance with the Reference Guide above for the total contract price (original plus subsequent increases). This may result in additional required approvals or quotations needed.
- Purchases and contracts totaling more than \$175,000 must be approved by the EDA Board of Commissioners.
- All expenditures for Superior National (operations and capital expenses), must be included in yearly budget approved by the EDA Board of Commissioners. Expenses that have not been approved as part of the yearly budget, require pre-approval from EDA Board Treasurer and may be subject to approval by the EDA Board of Commissioners.

V. Public Purpose Expenditure

EDA and SNL funds must be used for expenditures that have been authorized in the adopted budget. All expenditures made by EDA and SNL employees must be for a public purpose. An expenditure is made for a public purpose if it meets the following criteria:

- It will benefit the community as a body
- It is directly related to functions of the local unit of government
- It does not have its primary objective being the benefit of a private interest
- It is required to ensure operations of SNL golf course and pro shop

VI. Guidelines Regarding Certain Employee Expenditures

To ensure EDA and SNL funds are only used for public purpose in regard to certain employee expenditures, EDA and SNL employees must follow the following guidelines.

- Expenses Related to Work Assignments
 - The EDA may pay reasonable expenses directly related to the performance of a business activity including expenses for travel, lodging, and meals that are directly related to the performance of an employee's official job duties. All business activity expenses that require travel, lodging or meals must be pre-approved by the EDA President and Treasurer.
 - Employees must submit an expense cover sheet, as referenced in Exhibit A, for all work-related expenses during travel. Itemized receipts and documentation must be submitted with all expense forms to the EDA's bookkeeper and Treasurer.
- Employee Safety Programs
 - The EDA may pay reasonable expenses directly related to the operation of an employee safety program or training when it is required by law or the benefit of the program is clearly demonstrated and a written outline of the program is provided to the EDA President and Treasurer. All safety program expenses must be pre-approved by the EDA President and Treasurer.
- Employee Training and Development Programs
 - The EDA may pay reasonable registration, tuition, and travel expenses for a conference, seminar, workshop, or similar employee training or development opportunity when it is directly related to the performance of the employee's official job duties for the EDA or SNL.
 - All training and travel, budget or unbudgeted, must be pre-approved by the EDA President and Treasurer.
 - Employees must submit an expense cover sheet, as referenced in Exhibit A, for all work-related expenses during travel. Itemized receipts and documentation must be submitted with all expense forms to the EDA's bookkeeper and Treasurer.
- Meals and Refreshments
 - The EDA or SNL may pay reasonable meal and refreshment expenses when the meals or refreshments are provided as part of one of the following:
 - A structured agenda of a conference, workshop, seminar, or a meeting the employee is authorized by the EDA to attend.
 - An EDA or SNL sponsored meeting, conference or workshop where employee is required to attend and the majority of the participants are not EDA or SNL employees.
 - An official meeting of the EDA Board or SNL Board of Governors, or any official subcommittee or task forces, work groups or advisory committees, provided the provision of meals or refreshments is necessary to sustain the flow of the meetings and assist the participation of the attendees.
 - An EDA or SNL staff meeting when the meals or refreshments are an integral part of the formal meeting or training and are necessary to sustain the flow of the meeting, to retain the captive audience, and to assist the participation of those employees and attendees.

- Notes
 - Employees are reimbursed for the actual cost of a meal. Cost of a meal includes tax and a reasonable gratuity and does not include alcoholic beverages. An employee may claim reimbursement for lunch or dinner while on travel for a work assignment (defined as performing required work more than thirty-five (35) miles from permanent work station).

VII. Prohibited Expenditures

Following is a list of specifically prohibited expenditures.

- | | | |
|---|-----------------------------|------------------------------------|
| -Alcoholic Beverages* | -Dues to Social Clubs | -Personal Purchases |
| -Artwork, Décor | -Employee Parties | -Gifts of any kind |
| -Entertainment | -Lobbying | -Refreshments for routine meetings |
| -Flowers (not for public purpose) | -Contributions or Donations | -Decorations |
| -Meals or refreshments to host consultants, contractors, or service providers to SNL or the EDA | | |

**This item is not prohibited when purchased for SNL clubhouse operations to service guests in compliance with applicable licensing.*

VIII. Preapproved Purchases

The EDA Board may pre-approve payment for items such as utility accounts and payroll transfers that occur in the normal course of business even though they may exceed thresholds that require board approval. These are contractual accounts for services that are approved as part of the budget process. The exceptions that fall under this situation include:

- Utility Bills (fuel, natural gas, electricity, telephone, water, rent, broadband, TV)
- Environmental Services
- Fridge benefits and other payroll related items
- Insurance premiums
- Refuse hauling or collection
- Automotive gasoline and diesel fuel
- Professional services under contract approved by the EDA Board (i.e. bookkeeping, legal, SBDC)
- Mandated licenses, permits, and fees to the State and Federal Government

IX. Ethics/Relations with Vendors

Purchases shall be conducted so they foster public confidence in the EDA and SNL's procurement system and encourage open and free competition amongst prospective suppliers. In keeping with these values, employees must avoid the following practices when making purchases:

- Circumventing competitive bidding requirements. Examples include but are not limited to:
 - Splitting purchases so they can be made through several small purchases
 - Using "sole source" exemption when competition is available
- Denying one or more vendors the opportunity to bid on a contract. Examples include but are not limited to:
 - Overly-restrictive specifications
 - Pre-qualifying bidders on a discriminatory basis
 - Removing companies from bid list without just cause
 - Requiring unnecessarily high bonding
- Giving vendors an unfair advantage. Examples include but are not limited to:
 - Provide vendors with information regarding their competitors offers in advance of a bid opening

- Making information available to favored vendors and not to others
- Giving un-favored vendors inaccurate or misleading information
- Accepting gifts from vendors
 - Minnesota Statutes §471.895 prohibits government employees from receiving gifts except where they are included as part of the cost of a product, good, or service provided
- Receiving any kickback, bribe, or rebate directly or indirectly

X. Company Issued Credit or Debit Cards

The EDA and SNL have the authority to make purchases using credit and/or debit cards (“cards”). The use of cards by employees for EDA/SNL business is not a method of creating debt, therefore all card balances shall be paid off on a monthly basis without delinquency fees. Failure by authorized employee to submit necessary documentation to bookkeeper in a timely manner will require the discontinued use of the card. These guidelines are intended to protect the EDA and SNL and the employee. All employees entrusted with a card shall be responsible for complying with these guidelines.

Authorized Employees

The EDA Board Treasurer has the authority to assign, remove, or modify users and account balances for the EDA and SNL card program. The Treasurer will assign daily and monthly purchase limits for authorized employees. Employees authorized to use cards must sign a Card User Agreement, Attachment B, noting card policy, procedure for use, and card holder responsibility. Cards must be kept in a secure location when not in use. Only EDA and SNL employees are authorized to use EDA issued purchasing cards.

Authorized Purchases

Cards must be used for expenditures authorized in the adopted budget and as defined in Sections IV, V and VI of this policy. Since the use of the card is restricted to purchases for the EDA and SNL, all purchases must be for the public purpose. Employees that make purchases that are not authorized by the EDA may become personally liable for the amount of the purchase.

Detailed Receipts

Detailed receipts must be submitted to the EDA bookkeeper and Treasurer by the 5th of every month covering the previous months purchases. Employees shall include an Expense Cover Sheet, Attachment A, with all receipts noting the proper expense code and purchase information. Failure to comply with the requirements of these guidelines will result in immediate revocation of card privileges.

XI. Responsible Contractor Minimum Requirements

A contractor must meet the minimum criteria as defined in Minnesota Statutes § 16C.285, subd. 3 to be eligible to be awarded a construction contract as the lowest responsible vendor or contractor. This applies to publicly owned or financed projects where the contracted work is estimated to exceed \$50,000 and is awarded pursuant to a lowest responsible bidder selection method or a best value selection method. A subcontractor must meet the minimum criteria established in Minnesota Statutes § 16C.285, subd. 3 to be eligible to be awarded a subcontract on the project regardless of the value of the subcontract.

A contractor responding to the EDA or SNL solicitation must submit a signed statement under oath of compliance with the minimum criteria identified in Minnesota Statutes § 16C.285, subd. 3. If that contractor is awarded the contract, then a supplemental verification under oath must be presented to the EDA and/or SNL that the contractor has received from all subcontractors’ statements under oath that they also meet the minimum requirements of Minnesota Statutes § 16C.285, subd. 3. A copy of these required forms are attached as Exhibits C, C-1, and C-2.

Before making final settlement with any contractor under a contract requiring the employment of employees for wages by said contractor and by subcontractors, the EDA must obtain a certificate from the Commissioner of Revenue that the contractor or subcontractor has complied with the withholding information requirements of Minnesota Statutes §290.02 by submitting either Form IC134 or a Contractor's Withholding Affidavit Confirmation.

<https://www.revenue.state.mn.us/sites/default/files/2019-01/ic134.pdf>

EXHIBIT B



Credit/Debit Card User Agreement

I agree to the following regarding use of an EDA issued credit and/or debit Card:

1. I understand that I am making financial commitments on behalf of the Cook County/Grand Marais Joint Economic Development Authority (EDA) and will strive to obtain the best value for the EDA.
2. I understand that under no circumstances will I use the card to make non-EDA business purchases, whether for myself or for others.
3. I understand the use of the card to obtain cash is prohibited.
4. I have been given a copy of the Purchasing Policy, which I have read and understand the requirements for credit and/or debit card use.
5. I understand that the card must only be used for expenditures that have been authorized in the adopted budget of the EDA or Superior National at Lutsen Golf Course (SNL).
6. I will follow the established procedures for use of the card. Failure to do so may result in either loss of privileges or other disciplinary actions, including termination of my employment.
7. I agree that should I willfully violate the terms of this agreement; I will reimburse the EDA for all incurred charges and fees related to the collection of those charges.
8. I understand that any fees or interest charged by the card company because of late payments due to untimely submission of receipts and records to the EDA bookkeeper will be my responsibility and will not be paid from EDA funds.

Employee Name (Print)

Employee Signature

Date

ATTACHMENT C

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: _____

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9.

This form **must** be submitted with the response to this solicitation. **A response received without this form, will be rejected.**

Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

1. The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
- (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and
- (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.

2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

- (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
- (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;
- (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related

entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; * Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
7. All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum

criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE.

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION	
By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that: 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, 2)If my company is awarded a contract, I will submit Attachment C-1 prior to contract execution, and 3) If my company is awarded a contract, I will also submit Attachment C-2 as required.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT C-1

FIRST-TIER SUBCONTRACTOR LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT TITLE: _____

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTORS NAMES (Legal name of company as registered with the Secretary of State)	Name of City where company home office is located

*Attach additional sheets as needed for submission of all first-tier subcontractors.

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.

Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

ATTACHMENT C-2

ADDITIONAL SUBCONTRACTOR LIST

PRIME SUBCONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT TITLE: _____

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

ADDITIONAL SUBCONTRACTORS NAMES (Legal name of company as registered with the Secretary of State)	Name of City where company home office is located

*Attach additional sheets as needed for submission of all additional subcontractors.

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:

All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.

Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

MEMO

To: EDA Board of Commissioners

From: Theresa Bajda, North Shore Development Co. (NSDC)

Date: April 15, 2026

Subject: Authorization of Corporate Credit Card-Executive Director (Resolution 2026-12)

Background

To support day-to-day operations and administrative efficiency, the EDA has historically provided a corporate credit card to the Executive Director for approved business-related expenses, including travel, training, and operational purchases.

Issuance of a corporate card to the incoming Executive Director, Lucas Wakefield, is consistent with past practice and the EDA's Procurement Policy, which governs allowable expenses, documentation, and reconciliation requirements.

Recommended Action

Adopt Resolution 2026-12 authorizing issuance of a corporate credit card in the name of Lucas Wakefield, Executive Director.

Attachments:

- Resolution 2026-12

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

RESOLUTION NO. 2026-12

RESOLUTION AUTHORIZING CORPORATE CARD FOR EXECUTIVE DIRECTOR

WHEREAS, the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) authorizes the use of credit cards for approved business expenses in accordance with its adopted Procurement Policy and annual budget; and

WHEREAS, the Executive Director requires a corporate card to efficiently conduct EDA business activities, including but not limited to travel, training, and operational purchases.

NOW, THEREFORE, BE IT RESOLVED, that the EDA Board of Commissioners hereby authorizes the issuance of a corporate credit card in the name of Lucas Wakefield, Executive Director; and

BE IT FURTHER RESOLVED, that the Board President and Treasurer are authorized to act on behalf of the EDA in making any required application for or obtaining such credit card from Grand Marais State Bank, whose office is located at 211 MN-61, Grand Marais, MN 55604; and

BE IT FURTHER RESOLVED, that the following limits are established for said card:

Cardholders Name	Daily Credit Limit	Monthly Credit Limit
Lucas Wakefield	\$1,000	\$5,000

BE IT FURTHER RESOLVED, that use of the credit card shall comply with all provisions of the EDA Procurement Policy, including requirements for public purpose expenditures, documentation of receipts, and timely reconciliation; and

BE IT FURTHER RESOLVED, that the EDA Board President and/or Treasurer may approve expenditures exceeding established limits for EDA-related business purposes where consistent with the approved budget and when appropriate; and

BE IT FURTHER RESOLVED, that the EDA Board President and Treasurer are authorized to suspend or revoke card privileges if necessary to ensure compliance with EDA policies.

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 duly passed and adopted by the Cook County and Grand Marais Joint Economic Development Authority on this 21st day of April 2026.

ATTEST: _____

Peter Clissold – Board President

MEMO

To: EDA Board of Commissioners

From: Theresa Bajda, North Shore Development Co. (NSDC)

Date: April 15, 2026

Subject: Scruffy Dog Vintage Emporium LLC – Grant Extension Request (Resolution 2026-13)

Background

On May 20, 2025, the EDA approved a Business Development Fund (BDF) grant award to Scruffy Dog Vintage Emporium, LLC in an amount not to exceed \$25,000 for building repairs and signage improvements at 1912 W Highway 61 in Grand Marais. The Grant agreement (Contract #C202519) was fully executed on August 21, 2025.

Per the existing agreement:

- The project completion deadline is June 1, 2026
- The Grantee must demonstrate that at least one of two new retail spaces is under lease by April 30, 2026

The Grantee, Annette Block-Valdivia, has submitted a written request for an extension of both the project completion deadline and the lease requirement deadline. The project is underway, and the Grantee has demonstrated progress toward completion. To date:

- The Grantee has submitted a reimbursement request for a total of \$6,000 in EDA funds, with a corresponding \$2,000 documented match (roof repairs). \$19,000 in EDA grant funds remain available, with a remaining required match of \$4,250.

Request

The Grantee is requesting:

- Extension of the project completion deadline to: July 15, 2026
- Extension of the lease requirement deadline to: July 15, 2026

Per the terms of the agreement (Article VII (C)), staff may approve up to a 60-day extension of the expiration date administratively; however, extension of the lease requirement deadline requires Board approval.

Recommended Action

If supportive of an extension, approve Resolution 2026-13 authorizing:

1. Extension of the project completion deadline and lease deadline as requested; and
2. Execution of a First Amendment to the Business Development Fund Grant Agreement reflecting those revised deadlines

Attachments:

- Grantee extension request letter
- Resolution 2026-13
- First Amendment to Grant Agreement



Theresa Bajda <theresa@northshoreddevelopmentco.com>

Fwd: BDF Grant Status Scruffy Dog

Annette Block-Valdivia <iamablock326@gmail.com>
To: Theresa Bajda <theresa@northshoreddevelopmentco.com>

Wed, Apr 15, 2026 at 9:29 PM

Hello Theresa,
Thank you for your continued support and correspondence.
I appreciate your time in sharing the following correspondence with the Cook County and Grand Marais Board members:

Dear Members of the Cook County and Grand Marais Board of Directors:

This letter is a request for a deadline extension for both my construction project completion and for a lease agreement for the additional retail space at Scruffy Dog Vintage Emporium [1912 W. Hwy. 61, Grand Marais, MN](#). It is difficult to know definitively when the entire project will be complete, but at this time, I am requesting that the EDA Board consider leniency for the project completion and the attainment of a lease to be extended until July 15, 2026.

At this point, weather and temperature have been our greatest challenges. The interior spaces under renovation are not yet insulated or heated. Harsh winter temperatures and a winter of "normalish" northern MN snowfall made making progress on the project during the winter months unfeasible. In addition, the peak business season that followed the awarding of my grant created another hurdle for me, as my business had to be open and running "full speed ahead" during that period.

Presently, my foam insulation contractor believes he will be able to warm my interior spaces up enough to be able to install the spray foam before the end of May. The construction crew is watching the temperatures and brainstorming some heating options so that we are able to reach optimal temperature for installation. My electrician was out yesterday and will begin the task of the electrical and lighting upgrade as soon as the foam insulation has cured.
All in all, I am confident that we're really going to make good time on the renovation project once the insulation is complete. There is a great deal that needs to come together, and I appreciate any leeway the board members are able to grant me at this time,

Thank you for your time in reviewing my request, and for your consideration in extending my deadline for project completion and lease attainment until mid-July 2026.

Respectfully,
Annette Block-Valdivia
Scruffy Dog Vintage Emporium LLC

"Be the person your dog thinks you are."
~C.J. Frick

[Quoted text hidden]

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

RESOLUTION NO. 2026-13

**RESOLUTION AUTHORIZING FIRST AMENDMENT TO BUSINESS DEVELOPMENT FUND GRANT
AGREEMENT WITH SCRUFFY DOG VINTAGE EMPORIUM LLC**

WHEREAS, the Cook County/Grand Marais Joint Economic Development Authority (“EDA”) approved a Business Development Fund grant award to Scruffy Dog Vintage Emporium, LLC on May 20, 2025, in an amount not to exceed \$25,000 for building repairs and signage improvements; and

WHEREAS, the EDA and Scruffy Dog Vintage Emporium, LLC entered into a grant agreement effective August 21, 2025 (Contract #202519); and

WHEREAS, the agreement established a project completion deadline of June 1, 2026 and required that at least one of two new retail spaces be under executed lease by April 30, 2026; and

WHEREAS, the Grantee has submitted a written request to extend both the project completion deadline and lease requirement deadline; and

WHEREAS, the EDA finds that the requested extension is reasonable and supports successful completion of the project consistent with the goals of the Business Development Fund grant program.

NOW, THEREFORE, BE IT RESOLVED, that the EDA Board of Commissioners hereby authorize:

1. Extension of the project completion deadline to July 15, 2026;
2. Extension of the lease requirement deadline to July 15, 2026; and
3. Authorize the EDA Board President to execute a First Amendment to the Business Development Fund Grant Agreement (Contract #C202519) reflecting these changes.

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 duly passed and adopted by the Cook County and Grand Marais Joint Economic Development Authority on this 21st day of April 2026.

ATTEST: _____

Peter Clissold – Board President

**BUSINESS DEVELOPMENT GRANT AGREEMENT
COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY
SCRUFFY DOG VINTAGE EMPORIUM LLC
FIRST AMENDMENT**

THIS FIRST AMENDMENT GRANT AGREEMENT (“Agreement”) entered into this _____ day of _____, 2026 (the “Effective Date”), by and between the COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision existing under the laws of the State of Minnesota, (“EDA”) and SCRUFFY DOG VINTAGE EMPORIUM LLC, a Minnesota Limited Liability Company (“grantee”).

WHEREAS, Grantee has requested assistance from the EDA through the Business Development Fund to complete repairs and updates to commercial building located at 1912 W Highway 61, Grand Marais, Minnesota (the “Project”); and

WHEREAS, the EDA has determined that this Project aligns with the Business Development Grant Program and supports investment in a local business, provides new retail spaces in the community, and supports tax base improvements with increased property values as a result of the Project; and

WHEREAS, the parties desire to amend the Agreement to extend the project completion deadline and lease requirement deadline.

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

1. Article III (B) is hereby amended as follows: Expiration date: July 15, 2026 or until all obligations have been satisfactorily fulfilled, whichever occurs first.
2. Article VI (E) is hereby amended as follows: Grantee agrees that no later than July 15, 2026, at least one (1) of two (2) new retail spaces created as a result of this Project shall be under a valid, executed lease agreement with a third-party tenant and said proof of lease shall be provided to the EDA.
3. Except as provided for in this First Amendment to Grant Agreement, the terms and conditions of the Grant Agreement, attached hereto as Exhibit A, remain in full force and effect.

(Signature page to follow)

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

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

Grantee – Scruffy Dog Vintage Emporium LLC

By:

By:

Annette M. Block-Valdivia, Its Owner

Peter Clissold

Its: Board President

EXHIBIT A – Grant Agreement

**BUSINESS DEVELOPMENT GRANT AGREEMENT
COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY
SCRUFFY DOG VINTAGE EMPORIUM LLC**

THIS GRANT AGREEMENT (“Agreement”) entered into this 1st day of June, 2025 (the “Effective Date”), by and between the COOK COUNTY/GRAND MARAIS JOINT ECONOMIC DEVELOPMENT AUTHORITY, a public body, corporate and politic and political subdivision existing under the laws of the State of Minnesota, (“EDA”) and SCRUFFY DOG VINTAGE EMPORIUM LLC, a Minnesota Limited Liability Company (“grantee”).

WHEREAS, Grantee has requested assistance from the EDA through the Business Development Fund to complete repairs and updates to commercial building located at 1912 W Highway 61, Grand Marais, Minnesota (the “Project”); and

WHEREAS, the EDA has determined that this Project aligns with the Business Development Grant Program and supports investment in a local business, provides new retail spaces in the community, and supports tax base improvements with increased property values as a result of the Project.

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

ARTICLE I
Definitions

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

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

- G. Funding Amount: means \$25,000 issued to the Grantee from the EDA's Business Development Fund for Eligible Project Costs if all necessary supporting documentation is provided.
- H. Grantee: means Scruffy Dog Vintage Emporium LLC, a Minnesota Limited Liability Company owned and operated by Annette M. Block-Valdivia.
- I. Indemnified Parties: has the meaning provided in Section 5.3 hereon.
- J. Project: means building repairs and upgrades at Grantees property located at 1912 W. Highway 61 in Grand Marais, MN; including roof repairs, garage door insulation, garage door replacement, garage door ceiling replacement, electrical and lighting upgrades, installation of new wall/service door and improved signage.
- K. State: means the state of Minnesota.
- L. Unavoidable Delays: means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, material shortages, unusually severe or prolonged bad weather, acts of nature, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state, or local government unit (other than the EDA) which directly result in delays, and any delays resulting from other causes which are beyond the reasonable control of the party to be excused.

ARTICLE II

Representations and Warranties

Section 2.1 Representations, Warranties and Covenants by the EDA. The EDA represents, warrants and covenants that:

- A. The EDA has all the powers of an Economic Development Authority under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- B. No part of this Agreement shall be construed as a representation or warranty of the EDA as to the condition of the Project or as to its suitability for the Grantees purposes and needs.

Section 2.2 Representations, Warranties and Covenants by the Grantee. The Grantee represents, warrants and covenants that:

- A. The Grantee is a duly organized and existing limited liability company in good standing under the laws of the State, is qualified to do business in the State, and is not in violation of any provisions of law or regulations of the State and has the full power to enter into this Agreement and perform its obligations hereunder.

- B. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of, the terms, conditions or provisions of any evidence of indebtedness, agreement or instrument of whatever nature to which the Grantee is now a party or by which it is bound, or will constitute a default under any of the foregoing.
- C. The Grantee will promptly advise the EDA in writing of and cooperate with the EDA with respect to any litigation commenced with respect to the Project, except for litigation in which the EDA and the Developer are adverse parties.
- D. The Grantee has not received any notice or communication from local, State or federal officials or any private party that the Grantee's activities respecting the Project may or will be in violation of any law or regulation (including environmental laws and regulations).
- E. The Grantee reasonably believes that the financing commitments which the Grantee has obtained to finance the Project, together with the Grantee's committed resources, will be sufficient to enable the Grantee to successfully complete in accordance with the schedule contemplated in this Agreement. The information provided by the Grantee to lenders in order to secure financing for the Project, if necessary, is identical to the project and financial information provided to the EDA.
- F. If any investigation, site monitoring, containment, clean-up, removal, restoration, or other remedial work (the "Remedial Work") of any kind is necessary under any applicable local, State or federal laws or regulations, or is required by any governmental entity or other third person because of or in connection with the presence or suspected presence of hazardous substance(s) at the Project, Grantee shall assume responsibility for all such Remedial Work resulting from Grantee's activities on the Project and all costs and expenses of such Remedial Work shall be paid by Grantee. Without limiting the foregoing, nothing contained in this paragraph shall be construed or interpreted in such a way to adversely affect the ability of Grantee to seek reimbursement of the cost of any Remedial Work undertaken by Grantee from the federal government, State or other third party.
- G. The Grantee agrees that there shall be no discrimination in the use of the Project because of race, sex, age, sexual orientation or religious, political or other similar affiliation.

ARTICLE III
Term of Agreement

- A. Effective date: The Grantee must not incur eligible project costs until this Agreement is fully executed and the Director has notified the Grantee that work may commence. No payments will be made to the Grantee until this Agreement is executed and a completed W-9 is submitted to Director.
- B. Expiration date: June 1, 2026 or until all obligations have been satisfactorily fulfilled whichever occurs first.
- C. Survival of Terms: The following clauses survive the expiration or cancellation of this Agreement: 4.D. 4.E, and 4.F Grantees Duties; 8 Audits; 9 Data Practices and Intellectual Property; 10 Publicity and Endorsement; 11 Governing Law, Jurisdiction, and Venue; and 12. Data Disclosure.

ARTICLE IV
Grantee's Duties

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

- A. Submit to Director of the EDA receipts and/or paid invoices for all Eligible Project Costs for reimbursement prior to expiration date. The total obligation of the EDA to the Grantee under this Agreement will not exceed twenty-five thousand dollars (\$25,000). Grantee will include documentation of the required grantee match of no less than 25% or \$6,250.
- B. Submit to Director of the EDA a final report within 30 days of the Project completion, but no later than the expiration date, documenting how grant funding supported outcomes defined in the grantees application and pictures of completed project.
- C. Submit to Director of the EDA an executed W-9 for tax purposes.
- D. Grantee agrees that the Project funded by this grant must be substantially completed by the grant expiration date. If the business ceases operations in Cook County or is sold for any reason within five (5) years from the Effective Date of this Agreement, the Grantee shall repay the full amount of the grand award to the Cook County/Grand Marais Joint Economic Development Authority.
- E. Grantee agrees that no later than April 30, 2026, at least one (1) of two (2) new retail spaces created as a result of this Project shall be under a valid, executed lease agreement with a third-party tenant.

- F. Grantee agrees to respond to the EDA's request for additional information related to the Project and outcome at one (1) and five (5) years after the Project completion date to support the EDA's documentation of Business Development Fund grant outcomes in Cook County.
- G. Grantee shall take and/or cause others to take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, employees and other persons on and off-site where maintenance and construction activities are underway. The Grantee shall take reasonable precautions for the safety and protection of the improvements, materials and equipment to be incorporated therein, whether in storage on or off-site, under case, custody or control of the Grantee or one of the Grantee's contractors or any subordinate contractor.
- H. Modifications to Eligible Project Costs require written approval from the EDA.

ARTICLE V

Prohibitions Against Assignment and Transfer; Indemnification; Events of Default

Section 5.1 Representation as to Project. The Grantee represents and agrees that its undertakings with respect to the Project pursuant to this Agreement are and will be used for the purpose of completing building upgrades and improvements and not for speculation or to convert the Project into any use other than that stipulated in grant application and agreement.

Section 5.2 Prohibitions Against Transfer of Project or Property and Assignment of Agreement. The Grantee hereby represents and agrees that prior to completion of the Project:

- A. Except only by way of security for the purposes of obtaining financing necessary to enable the Grantee or any successor in interest to the Project, or any part thereof, to perform its obligations with respect to completing the Project under this Agreement, the Grantee (except as so authorized) has not made or created and will not make or create or suffer to be made or created any Transfer of this Agreement or the real property without the prior written approval of the EDA, which approval shall not be unreasonably withheld. In the event the EDA approves a Transfer, the EDA will complete a written statement indicating whether the Grantee, before or at the time of the Transfer, has been or is in default as to any of the obligations of this Agreement, and stating that this Agreement is in full force and effect between the transferee and the EDA.

Section 5.3 Release and Indemnification Covenants.

- A. The Grantee releases from and covenants and agrees that the EDA and its governing body members, officers, agents, including its independent contractors, consultants and legal counsel, servants and employees (hereinafter, for purposes of this Section, collectively the “Indemnified Parties”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person resulting from any defect in the Project.
- B. All covenants, stipulations, promises, agreements and obligations of the EDA contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the EDA, and not of any governing body member, officer, agent, servant or employee of the EDA.

Section 5.4 Events of Default Defined. The following are Events of Default under this Agreement:

- A. A petition in bankruptcy is filed naming the Grantee as debtor during the term of this Agreement, and such petition is not dismissed within 90 days of the date of filing thereof.
- B. Failure by the Grantee to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement within 30 days of receiving written notice of default from the EDA.

Section 5.5 Remedies of Default. Whenever any Event of Default occurs, the EDA may take any one or more of the following actions after giving 30 days written notice to the Grantee from the EDA, but only if the Event of Default has not been cured within said 30 days:

- A. The EDA may suspend its performance under this Agreement and until it receives assurances from the Grantee, deemed adequate by the EDA, that the Grantee will cure its default and continue its performance under this Agreement.
- B. The EDA may cancel and rescind this Agreement.

ARTICLE VI

Authorized Representative

- A. The EDA’s Authorized Representative is Peter Clissold, Board President, 218-264-9696, director@cookcountymneda.org, 425 W Hwy 61, Suite B., PO Box 597, Grand Marais, MN 55604.
- B. The Grantee’s Authorized Representative is Annette M. Block-Valdivia, 815-540-8509, lamablock326@gmail.com, 1912 W. Highway 61, Grand Marais, MN, 55604.

ARTICLE VII

Amendments, and Waiver

- A. Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who approved the original Agreement, or their successors in office. Upon written request by the Grantee, Director is authorized to extend the Expiration Date sixty (60) days without formal approval from the EDA Board of Commissioners.
- B. If the EDA fails to enforce any provision of this Agreement, that failure does not waive the provision or the EDA's right to enforce it.
- C. This Agreement contains all provisions between EDA and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

ARTICLE VIII

Audits

The Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Agreement or transaction are subject to the examination by the EDA, State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

ARTICLE IX

Data Practices and Intellectual Property Rights

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

ARTICLE X

Publicity and Endorsement

- A. Any publicity regarding the subject matter of this Agreement must identify the EDA as a sponsoring agency.
- B. The Grantee must not claim that the EDA endorses its products or services.

ARTICLE XI

Governing Law, Jurisdiction, and Venue

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

ARTICLE XII
Data Disclosure

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

(Signature page to follow)

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

Cook County/Grand Marais Joint Economic Development Authority

Grantee – Scruffy Dog Vintage Emporium LLC

By:

By:

Signed by:
Peter Clissold
3F9CDD717DD44BA... 7/24/2025

Signed by:
Annette M. Block-Valdivia
DB5E7B4619E0438... 8/21/2025

Annette M. Block-Valdivia, Its Owner

Peter Clissold

Its: Board President

EXHIBIT A - Eligible Project Costs

Source of Fund	Amount
Grantee Funds	\$9,069.52
EDA Grant	\$25,000.00
Total	\$34,069.52

Use of Funds	Amount	Notes
Roof Materials and Labor	\$12,743.00	Grant or match expense
Garage Ceiling and Labor	\$6,140.00	Grant or match expense
Garage insulation	\$4,994.00	Grant or match expense
Garage Door	\$2,535.00	Grant or match expense
Electrical upgrades	\$2,050.00	Grant or match expense
Lighting	\$3,597.01	Grant or match expense
Wall/Service Door	\$1,700.00	Grant or match expense
Signage	\$310.51	Grant or match expense
Total	\$34,069.52	

**Individual line items are subject to increase/decrease in price based on vendor pricing at time of purchase. The EDA will approve reimbursements that include changes to individual item amounts approved as EDA grant expense, but not to exceed the total approved grant award of \$25,000.*



Minnesota Paid Leave for Small Business Owners

Thursday, May 14th 2026
10am-11am

Cook County Higher Education - Room 214
300 W. 3rd St. Grand Marais, MN 55604

Still Confused About Minnesota Paid Leave? OR

Maybe you just want to make sure you're doing everything correctly.

Join us for a **FREE** 1-hour workshop specifically designed for small business owners!

What We'll Cover:

- The Basics: *Who's covered, what types of leave qualify, and timeline for compliance*
- Small Business Benefits: *Reduced rates, grants, and cost-saving strategies*
- Action Items: *Step-by-step checklist of what you need to do*
- Employer Decisions: *State plan vs. equivalent plan — which is right for YOU? What about intermittent leave and other decisions I need to make?*
- Q&A: *Get your specific questions answered by our Small Business consultants and learn how our HR and Payroll experts can help your coordinate Paid Leave with your other compensation and benefit offerings. Find out more about the one on one counseling services we offer.*

Pre-registration is required! Limited to 30 attendees

Click [HERE](#) to register online

Northland Small Business Development Center

info@northlandsbdc.org | 218-740-7307 | northlandsbdc.org



The Northland SBDC and the Minnesota SBDC Network is a proud part of the [Department of Employment and Economic Development](#) in the [State of Minnesota](#). It is funded in part through a Cooperative Agreement with the [U.S. Small Business Administration](#). Reasonable accommodation for persons with disabilities will be made if requested at least two weeks in advance. Contact the Northland SBDC or call [\(218-740-7307\)](tel:218-740-7307).