



ITASCA COUNTY BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, June 20, 2023

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Items #6.5 (Schedule Special Session), #6.6 (Scheduling Budget Sessions), and #10.2 (Closed Litigation Session - Attorney-Client Privilege) and approved the agenda, as amended.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Cory Smith
SECONDER: Commissioner Casey Venema
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, June 13, 2023 County Board Regular Session.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner John Johnson
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

V. RECOMMENDED FOR CONSENT AGENDA

1. Appoint Pat Schwartz to the Bowstring Airport Commission fulfilling an unexpired vacancy effective June 27, 2023 through December 31, 2024.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/27/2023 2:30 PM

2. Appoint Tom Saxhaug to the Park & Recreation Commission representing District #4 fulfilling an unexpired vacancy effective June 27, 2023 through December 31, 2025.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/27/2023 2:30 PM

3. Accept the Community Living Infrastructure Grant Addendum in the amount of \$217,492 for the 2024/2025 Fiscal year and authorize necessary signatures.

RESULT: RECOMMENDED FOR REGULAR NEXT: 06/27/2023 2:30 PM

4. Approve and accept the 2023/2024 Housing Support Agreements effective July 1, 2023.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/27/2023 2:30 PM

5. Adopt the Resolution Re: MnDOT Detour Agreement No. 1046667, which approves the agreement and authorizes the necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/27/2023 2:30 PM

6. Approve utility license for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Sections 19, 29 & 30, Township 62, Range 23 and Section 24, Township 62, Range 24 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/27/2023 2:30 PM

7. Approve utility license for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Sections 19 & 30, Township 59, Range 23 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/27/2023 2:30 PM

8. Approve Utility License for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Sections 20 & 29, Township 59, Range 23 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/27/2023 2:30 PM

9. Approve Utility License for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Section 3, Township 60, Range 25 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/27/2023 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
No citizen input provided.

2. Off Sale Liquor License
Motion To: Approve New Off Sale Liquor License for Prestige Worldwide 99 Inc dba: Frontier Sport located at 48919 State Hwy 38, Marcell MN 56657.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Cory Smith
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

3. Legislative Update
Lobbyist Loren Solberg provided a post-session legislative update.

RESULT: INFORMATIONAL - NO ACTION TAKEN

4. Legislative Delegation Luncheon
It was the consensus of the County Board to schedule a Legislative Delegation Luncheon with Itasca County legislators, Lobbyist Loren Solberg, County Board members, and Department Heads on Tuesday, July 25, 2023 beginning at 11:30 AM in the Boardroom of the Itasca County Courthouse.

RESULT: INFORMATIONAL - NO ACTION TAKEN

5. Schedule Special Session
It was the consensus of the County Board to schedule a Special Session regarding Grand Village on Tuesday, June 27, 2023 beginning at 12:30 PM in the Boardroom of the Itasca County Courthouse.

RESULT: INFORMATIONAL - NO ACTION TAKEN

6. Scheduling Budget Sessions

It was the consensus of the County Board to schedule Budget Work Sessions on Wednesday, July 19, 2023 from 12 noon until 4:30 PM; Monday, July 24, 2023 from 12 noon until 4:30 PM; and Tuesday, July 25, 2023 from 8 AM until 11 AM to discuss the 2024 budget and preliminary levy in the Boardroom of the Itasca County Courthouse.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMITTEE REPORTS

Commissioner Venema reported on his attendance at a recent Western Mesabi Mine Planning Board (WMMPB), as well as various township meetings.

Commissioner Smith reported on his attendance at an upcoming Energy Transmission Summit.

Commissioner Johnson reported on his attendance at recent Grand Rapids/Itasca County Cooperating Committee and Arrowhead Regional Development Corporation (ARDC) meetings, as well as the Grand Village Longevity Dinner, an upcoming Sons of the Civil War event, and various Grand Village conversations.

Commissioner Snyder reported on his attendance various township meetings, as well as a 911 / Street Signage meeting.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding the Request for Proposals (RFP) for Management Services of the Itasca Nursing Home – Grand Village, which has a due date of Wednesday, June 28, 2023.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding a photo he was shown recently of the first train car of ore from the Canisteo Pit.

Commissioner Ives provided comment in recognition of Deputy Sheriff/Sergeant Ryan Gunderson and Harris Township Supervisor Jim Kelley for their recent assistance with removal of a tree across Sunny Beach Road.

RECESS

Chair Ives recessed the meeting at 3:25 PM.

RECONVENE

Chair Ives reconvened the meeting at 3:34 PM, with all members present.

X. CLOSED SESSIONS

1. Closed Session per MN Statutes 13D.05, Subd. 3(d) Re: Courthouse Security

Motion To: Go into Closed Session per MN Statutes 13D.05, Subd. 3(d) regarding Courthouse Security.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Others present: County Attorney Matti Adam, Court Administrator Patti Bolstad, CEO/Chief Instructor of TJA Use of Force Training LLC Brian Clark, County Sheriff Joe Dasovich, Judge Sarah McBroom, Chief Deputy Sheriff Chris Peterson, County Auditor/Treasurer Austin Rohling, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2. Closed Litigation Session – Attorney-Client Privilege

Motion To: Go into Closed Session pursuant to Minn. Stat. 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minn. Stat. 595.02, Subd. 1(b), to consult with its attorney in reference to attorney-client privilege information.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Others Present: County Attorney Matti Adam, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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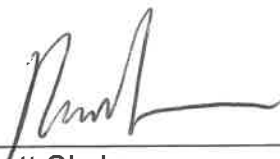
XI. ADJOURN

Chair Ives adjourned the meeting at 5:13 PM.

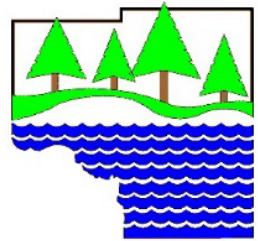
ATTEST



Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



June 20, 2023

Chair:

PULL: None

ADDITIONS:

1. Item #6.5 – Schedule Special Session
2. Item #6.6 – Scheduling Budget Sessions
3. Item #10.2 – Closed Litigation Session – Attorney-Client Privilege

CHANGES: None

INFORMATIONAL: None



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Itasca County Courthouse
123 NE 4th Street
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(218) 327-2847

Tuesday, June 13, 2023

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #6.11 (2024 Capital Budget Request & Resolution), add Items #6.13 (2023-2024 Memorandum of Agreement - Holiday Modifications for Local 493) and #6.14 (Local 639 Memorandum of Agreement - Limited Promotional Retroactivity Payment), and approve the agenda, as amended.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, June 6, 2023 County Board Special Session Re: Itasca Nursing Home - Grand Village Management Contract and the minutes of the Tuesday, June 6, 2023 County Board Work Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as delineated below.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Airport Maintenance and Operation Grant Contract, which accepts the Grant Contract for airport maintenance and operation at the Bowstring Airport for State Fiscal Years 2024 and 2025 and authorizes necessary signatures.

2. Accept the minutes of the May 11, 2023 HHS Advisory Committee Meeting.
3. Approve contract with Paula Butler, Public Health Nurse, for public health response services including influenza vaccination support and authorize necessary signatures.
4. Approve contract with Untapped, LLC for Whole Families grant from Bush Foundation.
5. Reduce the retainage for the CSAH 7 Grading, Aggregate Base & Bituminous Surfacing project (SAP 031-607-031) from 5% to 2%, resulting in a retainage of \$39,831.43.
6. Adopt the Resolution Re: MnDOT Detour Agreement No. 1053785, which approves the agreement and authorizes the necessary signatures.
7. Approve the Corridor Access Trail Applications by the Wilderness Wheelers ATV Club and the Swampsiders Snowmobile/ATV Club and authorize necessary signatures.
8. Approve the 2023 Lease Agreement between Itasca County and the Northern Minnesota Swap Meet and Car Show, and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Recognition of County Employees
The following employees were recognized:

Welcome to new employee Sheryl Pihlaja, Legal Secretary with the Itasca County Attorney's Office, effective May 25, 2023.

Welcome to new employee John Rodgers, Corrections Deputy with the Sheriff Department, effective May 25, 2023.

Farewell to Rob Geving whose last day as a Corrections Deputy, Sheriff Department will be June 9, 2023, after 23+ years of service.

Welcome to new employee Jori Gould, Managed Care Nurse with IMCare, Health and Human Services, effective June 12, 2023.

Congratulations to Carlie Haben who accepted a job change from Forester, Land Department to District Forester, Land Department effective May 31, 2023.

Welcome to new employee Mary Bodin, Administrative Support with the Veterans Services department, effective June 12, 2023.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of June 16, 2023, in the amount of \$2,431,229.32.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

4. Holiday Modifications for Appointed Term and Appointed At-Will Positions
Motion To: Approve and authorize necessary signatures for updating employment / severance agreements for appointed at-will employees and fringe benefit documents for appointed term employees to reflect the addition of the Juneteenth holiday and name change from Columbus Day to Indigenous People's Day where appropriate, effective June 1, 2023 for the following positions: County Administrator, Health & Human Services Director, County Assessor, County Engineer, Probation Director, Veterans Service Officer, and County Surveyor.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

5. Dental and Group Life Insurance MOU's

Motion To: Approve and authorize necessary signatures for the Group Dental and Group Life Insurance Plan changes effective January 1, 2023 for the following labor groups: LELS 493, Local 639, Local 580, Teamsters 320 (formerly ICEA), LELS 493, Local 320 (Probation), ICHHSSA, ICCEA, ICMA, and Local 1626.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

6. Itasca County Farm Family of the Year

County Extension Committee member Conley Janssen recognized the Lignell family of Blueberry Hill Farm as the 2023 Itasca County Farm Family of the Year.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. Contract Renewal for Demolition and Tire Hauling

Motion To: Approve the contract renewal with Maasch Construction, Inc. for demolition and tire hauling services from June 21, 2023 through June 20, 2028 pending County Attorney review and approval.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

8. Canister Site Operations Contract

Motion To: Accept DJV Inc. as the lowest Bidder for the Outlying Canister Site Operations Contract, pending County Attorney review and approval.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

9. Sheriff Department Hiring Process

Motion To: Grant Sheriff Joe Dasovich full hiring authority authorized under Minnesota Statute 387.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSTAIN:	Casey Venema

10. Employee Recruitment and Retainment

Sheriff Joe Dasovich and County Administrator Brett Skyles provided information regarding employee recruitment and retainment within the Sheriff's Department as it relates to Deputy Sheriff/Road Deputy positions.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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12. 2023 MCIT Report

MCIT Executive Director Gerd Clabaugh presented the 2023 MCIT Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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13. 2023-2024 Memorandum of Agreement – Holiday Modifications for Local 493

Motion To: Approve and authorize necessary signatures for Memorandum of Agreement to add Juneteenth as a holiday and change the name of Columbus Day holiday to Indigenous People's Day (in applicable contracts) for the Local 493 collective bargaining agreement.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

14. Local 639 Memorandum of Agreement – Limited Promotional Retroactivity Payment

Motion To: Approve and authorize necessary signatures for the Memorandum of Agreement with Local 639 regarding retroactive pay for affected party as part of the negotiated contract settlement.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

VII. COMMISSIONER COMMENTS

RECESS

Chair Ives recessed the meeting at 3:36 PM.

RECONVENE

Chair Ives reconvened the meeting at 4:00 PM, with all members present.

VIII. CLOSED SESSIONS

1. Closed Litigation Session – Attorney-Client Privilege

Motion To: Go into Closed Session pursuant to Minn. Stat. §13D.05, subd. 3(b) based upon attorney/client privilege, Minn. Stat. §595.02, subd. 1(b) to consult with his attorney in reference to attorney/client privileged information regarding court file 31-CV-23-816.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Others Present: County Attorney Matti Adam, Land Commissioner Kory Cease, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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IX. ADJOURN

Chair Ives adjourned the meeting at 4:22 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3142

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Amanda Schultz

AGENDA ITEM:

Appointment - Bowstring Airport Commission

BOARD ACTION REQUESTED:

Appoint Pat Schwartz to the Bowstring Airport Commission fulfilling an unexpired vacancy effective June 27, 2023 through December 31, 2024.

BACKGROUND:

Bowstring Airport Commission has approved the application with a 2/3 vote or better and recommends this appointment.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Bowstring Airport Commission - Application - P Schwartz

06/20/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/27/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3143

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Amanda Schultz

AGENDA ITEM:

Appointment - Park & Recreation Commission

BOARD ACTION REQUESTED:

Appoint Tom Saxhaug to the Park & Recreation Commission representing District #4 fulfilling an unexpired vacancy effective June 27, 2023 through December 31, 2025.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Park & Recreation Commission - Application - T Saxhaug

06/20/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/27/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3137

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Jason Johnson

AGENDA ITEM:

Community Living Infrastructure (CLI) Grant Addendum

BOARD ACTION REQUESTED:

Accept the Community Living Infrastructure Grant Addendum in the amount of \$217,492 for the 2024/2025 Fiscal year and authorize necessary signatures.

BACKGROUND:

ICHHS requests Board approval to expand the existing ICHHS CIL project awarded in 2021. ICHHS will be awarded an additional \$217,492 for a grant total of \$508,692 for the fiscal years 2022-2025. This funding will cover initiatives in the Outreach, Housing Resource Specialist, and Administration and Monitoring of Housing Support categories.

The purpose of the CLI grant is to support the capacity of counties and tribes to increase and improve opportunities for Minnesotans with disabling conditions and housing instability live successfully in the community.

This request would not include the hiring of new agency staff. Contracted entities would provide technical assistance to ICHHS to streamline administration and monitoring of the grant and provide services and direct assistance included in the grant.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca County Amendment CLI 2023-2025

06/20/2023

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 06/27/2023 2:30 PM
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Amendment No. 1 for Grant Contract No 194697

Contract Start Date:	June 29, 2021	Original Contract Amount:	\$ 291,200.00
Original Contract Expiration Date:	June 30, 2023	Previous Amendment(s) Total:	\$ 291,200.00
Current Contract Expiration Date:	June 30, 2023	This Amendment:	\$ 217,492.00
Requested Contract Expiration Date:	June 30, 2025	Total Contract Amount:	\$ 508,692

This amendment ("Amendment") is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services, Housing and Support Services ("STATE") and **Itasca County**, located at 123 Northeast 4th Street, Grand Rapids, MN 55744, an independent contractor, not an employee of the State of Minnesota ("COUNTY").

Recitals

1. STATE has a grant contract with COUNTY identified as Grant No. 194697 to increase and improve opportunities for Minnesotans with disabling conditions and housing instability to live successfully in the community, per Minnesota Statutes, Section 256.01 subdivision 2 (a)(6) (Original Grant Contract);
2. The Original Grant Contract is being amended because STATE and COUNTY agree that additional time and funds are necessary for the satisfactory completion of the grant contract;
3. STATE and COUNTY agree to amend the contract as stated below:

Contract Amendment

The parties agree to the following revisions:

REVISION 1: Clause 1.2, "**Expiration date**" is amended as follows:

1.2. Expiration date. This CONTRACT is valid through June 30, 2025, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, or until a contract for the FY2023-2025 biennium, if awarded, is executed whichever occurs first.

REVISION 2: Clause 3.1, subclauses 3.1.a., “**Compensation,**” and 3.1.c., “**Total obligation,**” only, are amended as follows:

- a. **Compensation.** COUNTY will be paid in accordance with **Attachment A-1:** Budget, which is attached and incorporated into this CONTRACT.
 - 1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, shifting of funds between budget line items does not require an amendment, but does require written approval by the STATE.
 - 2. If COUNTY’s approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.
- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to GRANTEE shall not exceed five hundred and eight thousand and six hundred and ninety-two dollars (\$ 508,692.00).

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL GRANT CONTRACT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT AND ARE INCORPORATED INTO THIS AMENDMENT BY REFERENCE.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature page follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

Grant No 194697

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

See next page

By: _____

Title: _____

Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minnesota Statutes, section 16B.97, subdivision 1 and Minnesota Statutes, section 16B.98 are reaffirmed.

By (with delegated authority): _____

Title: Human Services Manager 4

Date: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3140

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

2023/2024 Housing Support Agreements

BOARD ACTION REQUESTED:

Approve and accept the 2023/2024 Housing Support Agreements effective July 1, 2023.

BACKGROUND:

Paid with state waiver dollars, no county dollars are expended. Agreement rates are set by the state.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. HOUSING SUPPORT CORP LIST FOR BOARD 2023-2024
2. HOUSING SUPPORT INDIVIDUAL LIST FOR BOARD 2023-2024
3. Housing Support with supplemental services list for Board 2023-2024

06/20/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/27/2023 2:30 PM
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**CORPORATE HOUSING SUPPORT AGREEMENTS EFFECTIVE 7/1/23 THRU
6/30/24 MONTHLY \$1,135.00 DAILY \$37.32
(FORMERLY GRH AGREEMENTS)**

AMERICARE LODGE

AUTUMN LANE INC.

BIGFORK VALLEY HOMECARE

BROOKSTONE MANOR

CEDAR VALLEY HOMES, INC. AKA MCKINNEY LAKE HOUSE

DIAMOND WILLOW ASSISTED LIVING EAGLE PINES (GR #1)

DIAMOND WILLOW ASSISTED LIVING MISSISSIPPI STE (GR #2)

DUNGARVIN

FACES NORTH

GARDEN COURT CHATEAU

HILLCREST-NASHWAUK

HOME AND COMFORT, INC

HOPE HOUSE 1 COMMUNITY SETTING

HOPE HOUSE 2 COMMUNITY SETTING

LUTHERAN SOCIAL SERVICE GARLAND

LUTHERAN SOCIAL SERVICE DREAMCATCHER

LUTHERAN SOCIAL SERVICE 5TH AVE SLS

LUTHERAN SOCIAL SERVICE RIVERKNOT

MAJESTIC PINES GRAND LLC

MAPLE WOODS INC

MCOCS GRAND RAPIDS

NHS ALPINE

NHS MIDWAY II

NHS VIKING

NHS WHITE PINE

NORTHLAND 1307 S POKEGAMA – POKEGAMA PLACE

NORTHLAND 402 SE 13TH ST MAPLEWOOD

NORTHLAND SISEEBAKWET RANCH

NORTHLAND – SYLVAN BAY

NORTHLAND SPEARS PLACE

NORTHWOODS VILLA INC HOUSE 1

NORTHWOODS VILLA INC HOUSE 2

NORTHWOODS VILLA INC HOUSE 3

NORTHWOODS VILLA INC HOUSE 4

OAK HILLS

OAKRIDGE BIRCHCOURT

OACKRIDGE WILLOW

ORION BASS BROOK

ORION BAYSIDE

ORION CLOVER

ORION MAPLE

ORION NORTHWEST

ORION RIVERSIDE

ORION 833 SOUTHWEST

ORION WESTWOOD

RESIDENTIAL LIVING SOLUTIONS RIVER HOUSE

RESIDENTIAL LIVING SOLUTIONS LAKE HOUSE

RIVER GRAND, INC.

SUGAR BROOK VILLA

THE EMERALDS

THRIVE BEHAVIORAL NETWORK

**INDIVIDUAL GROUP RESIDENTIAL HOUSING AGREEMENTS EFFECTIVE 7/1/23
THRU 6/30/24 MONTHLY \$1,135.00 DAILY \$37.32**

GIBEAUS ADULT FOSTER CARE

NEWMAN-TRUDEL REBEKAH

NORRIS, JOANNE

RIMA, DARLA & ROB

SCHULTZ, KARI

WILSON, EVA

WOKASCH, MICHAEL & BARBARA (WOKASCH I)

WOKASCH, MICHAEL & BARBARA (WOKASCH II)

**CORPORATE HOUSING SUPPORT AGREEMENTS FOR HOMES THAT ARE
LICENSED FOR SUPPLEMENTAL SERVICES EFFECTIVE 7/1/23 THRU 6/30/24
MONTHLY \$1,135.00 DAILY \$37.32
WITH A MAX SUPPLEMENTAL SERVICE PAYMENT OF \$482.84 PER MONTH**

NORTHLAND BEACON HILL

RIVERSIDE RESIDENCE BIGFORK



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3146

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

MnDOT Agreement No. 1046667 - County Road 407 Gunn Road Railroad Crossing Signal

BOARD ACTION REQUESTED:

Adopt the Resolution Re: MnDOT Detour Agreement No. 1046667, which approves the agreement and authorizes the necessary signatures.

BACKGROUND:

The agreement between the State of Minnesota, BNSF and Itasca County describes the work, responsibilities and payment for the railroad crossing upgrades at the County Road 407 Gunn Road rail crossing.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. SP 31-00127 Agreement Binder1

06/20/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/27/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

RESOLUTION

RE: MnDOT DETOUR AGREEMENT NO. 1046667

BE IT RESOLVED, that Itasca County (Local Agency) enter into an agreement with the BNSF Railway Company (Company) and the Commissioner of Transportation (State) for the installation and maintenance of railroad crossing signals at the intersection of County Rd 407 (Gunn Rd) with the tracks of the Company near La Prairie, Itasca County, MN and appointing the Commissioner of Transportation (State) agent for the Local Agency to supervise said project and administer available Federal Funds in accordance with Minnesota Statute, Section 161.36. The Local Agency's share of the cost shall be 10% of the total signal cost.

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk of the County Board are authorized to execute the Agreement and any amendments to the Agreement.

**STATE OF MINNESOTA
RAILROAD CROSSING SIGNAL**

USDOT Number:	097732G	Total Obligation:	\$ 804,621.00
State Project Number (SP):	31-00127	Anticipated Federal Aid:	\$ 724,158.90
Federal Project Number:	RRS 3123(124)	Total Local Agency Obligation:	\$ 80,462.00
CFDA:	20.205	Total Railroad Obligation:	\$ 0.00
Railroad:	BNSF Railway Company		
Location:	County Rd 407 (Gunn Rd), near La Prairie, Itasca County, MN		
Local Agency:	Itasca County		

This agreement (Agreement) made and entered into by and between State of Minnesota through its Commissioner of Transportation, (State), BNSF Railway Company, (Company) and Itasca County (Local Agency).

RECITALS

- 1 County Rd 407 (Gunn Rd), as now established, crosses the track of the Company at grade near La Prairie, Itasca County, MN, the location of the crossing and railway track shown on the attached print, marked Exhibit A.
- 2 The State, Local Agency and Company desire that this grade crossing be provided with new railroad flashing light signals, gates, a sidelight on the north signal mast, constant warning circuitry and LED lenses (Project), and the Company is willing to install, maintain and operate such signals upon the terms and conditions set forth in this Agreement.
- 3 The State, pursuant to Minnesota Statute Section 161.36, is authorized to cooperate with the United States Government in contracting for the construction, improvement and maintenance of transportation in the state of Minnesota, financed in whole or in part by federal monies.
- 4 The Federal Highway Administration (FHWA), when acting in cooperation with the State of Minnesota, is authorized by Section 130 of Title 23 of the United States Code to make Federal Aid available for the purpose of eliminating hazards at railroad grade crossings within the State of Minnesota.
- 5 The State, pursuant to Minn. Stat. §219.26, has reviewed the proposed selection of warning devices for the railroad grade crossing and has determined that the proposed selection is appropriate for the crossing.

AGREEMENT TERMS

1. Term of Agreement, Survival of Terms and Incorporation of Exhibits

- 1.1. Effective Date: This Agreement will be effective on the date State obtains all required signatures under Minn. Stat. §16C.05, subdivision 2. Company shall not begin work under this Agreement until this Agreement is fully executed and Company has been notified in writing by State's Project Manager to begin the work.
- 1.2. Expiration Date: This Agreement will expire four years after this Agreement is fully executed, or when all obligations have been satisfactorily fulfilled, whichever occurs first. The State or Local Agency will not pay for work after the expiration of the Agreement. The Company agrees to complete such work at its own expense.
- 1.3. Survival of Terms: All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, but not limited to the following clauses: 3. Future Responsibility; 6.3 State Audits; 6.5 Data Disclosure; 6.6 Government Data Practices; and 6.11 Governing Law, Jurisdiction and Venue.

- 1.4. Exhibits: Exhibits A, B, C and D are attached and incorporated into this Agreement. Exhibit A Location Print; Exhibit B Detailed Cost Estimate; Exhibit C Title VI Non-Discrimination Provisions and Exhibit D Local Agency Resolution.

2. Scope of Work

2.1. Work Performance

- 2.1.1. The Company shall furnish all material for and install a complete railroad crossing signal system with flashing light signals, gates, a sidelight on the north signal mast, constant warning circuitry and LED lenses on County Rd 407 (Gunn Rd), at the location indicated on Exhibit A. The Company shall place the signals in accordance with Part 8 of the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).
- 2.1.2. The Company shall submit detailed plans and specifications for the work to be done to the State for approval, prior to starting work.
- 2.1.3. The Company may contract any or all of the work included under the Agreement provided a market based competitive procurement process is used.
 - (a) If the contracted work costs less than \$10,000, the Company shall provide a detailed invoice of work performed by the contractors
 - (b) If the contracted work costs \$10,000 or more, the Company shall:
 - i. Have prior approval of the State;
 - ii. Enter into a written contract with the contractor; an existing continuing contract under which the Company has the same kind of work regularly performed at the Company's cost may be considered to conform to the requirements of this section if the State determines that the costs are reasonable; and
 - iii. Provide a copy of the continuing contract or individual contract used for work under the Agreement.
- 2.1.4. Compliance with Buy America Requirements - All portions of the project whether performed by the Company or the Company's contractor and Local Agency or the Local Agency's contractor shall be performed in compliance with applicable provisions of 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141, and Build America Buy America Act (BABAA) requirements under the Infrastructure Investment & Jobs Act (IIJA), and any general applicability waiver. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States; however, the Federal Highway Administration has a general applicability waiver for manufactured products.
- 2.1.5. The Company and Local Agency shall maintain documentation/certification of all products of iron, steel, or a coating of steel, and construction materials that are incorporated into the project for a period of three years after completion of all obligations under this Agreement. The Company and Local Agency shall provide copies of all documentation/certification under this section of this Agreement to the State within a reasonable time after the State's written request.

2.2. Inspection, Standard of Performance

- 2.2.1. Applicable standards for railroad grade crossing construction consist of standards and regulations in AASHTO, AREMA, FHWA, MN MUTCD, Minn. Stat. §219 and Minn. Rules §8830. Should a conflict be identified in any of these standards and regulations, the Minnesota statutes and rules are deemed controlling.

- 2.2.2. The Company shall have the signals placed in service within 18 months after the date the Company is authorized to begin work. If the Company determines it is not possible to place signals in service within 18 months, the Company shall notify the State of a time extension and indicate the reason for such extension.
- 2.2.3. The Company and Local Agency shall permit the State to inspect and approve the work performed under this Agreement during the regular working hours of the Company with prior notice.
- 2.2.4. The Company shall notify the State in writing of the date when signals are in service. When signals are in service, representatives of the State and the Company shall conduct a joint inspection of the work.
- 2.2.5. The State may refuse to approve any and all work performed under this Agreement for failure to comply with applicable standards for work of that type. If the State fails to approve the work performed under this Agreement, the State may refuse to make any further payments under this Agreement until the work at issue is performed in accordance with acceptable standards for work of this type and the work is approved by the State.
- 2.2.6. The company shall notify the State in writing of the date when all work is completed.

2.3. Traffic Control

- 2.3.1. The Company shall be responsible for all traffic control and schedule coordination with the Local Agency as may be required to install the signal system covered under this Agreement. Where work on or near the traveled roadway is necessary, proper traffic signs, channelizing devices, warning lights, and barricades will be erected to protect traffic, employees, and pedestrians. All traffic control devices and methods will conform to the Minnesota Field Manual on Temporary Traffic Control Zone Layouts, Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD), Minnesota Standard Sign Manual, and the provisions and requirements of the State or Local Agency.
- 2.3.2. The Company shall provide 48 hours of notice to the Local Agency before placing any traffic control on the roadway.
- 2.3.3. The Company shall coordinate with the Local Agency if there is a need for a road detour in connection with the installation of the signal system prior to the starting dates.
- 2.3.4. The actual costs incurred by the Company for traffic control are eligible for reimbursement under the terms of this Agreement.

3. Future Responsibility

3.1. Maintenance

- 3.1.1. The Company shall maintain and operate, at the expense of the Company, the signal system upon completion of installation, provided, however that the Company's agreement herein to operate and maintain the signal system will not prejudice the Company from having the benefit and advantage of Federal, State, or other public funds that may become available to pay or contribute to the cost of operation and maintenance of signal systems at highway-railroad grade crossings.

3.2. Advance Signing and Pavement Markings

- 3.2.1. Subsequent to the installation of the signal system, the State agrees to contact the Local Agency to install or have installed, as may be needed, appropriate advance warning signs, other supplemental signs and pavement markings and remove signs that are no longer needed, in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).

3.3. Future Modifications or Removal

- 3.3.1. The signal system provided for in this Agreement is the property of the State and will not be removed unless there has been a determination by the State that the signal system is no longer required at this location. If the State determines that the signal system is to be removed, the Company shall notify the State of the removal date.

- 3.3.2. The Company shall bear the entire cost of the modification without contribution from the State or Local Agency if railway improvements necessitate a rearrangement of the signal system at this crossing.
- 3.3.3. The Company shall negotiate a separate agreement with the Local Agency whereby the Local Agency shall pay the cost if highway improvements necessitate a modification of the signal system at this crossing.

4. Billing and Payment

- 4.1. Cost Estimate. The State, Local Agency and Company have agreed upon an estimated cost for the installation of the signal system to be installed by the Company or its contractor.

Estimated Signal Cost	
90% State Funds (reimbursable with Federal Funds)	\$724,158.90
10% Local Agency Funds	\$80,462.10
Total Estimated Cost	\$804,621.00

- 4.2. Work Changes. In the event it is determined that a change from the statement of work to be performed by the Company, as outlined in paragraph 2.1, is required, it will be authorized only by an amendment to this Agreement executed prior to the performance of the work involved in the change.
- 4.3. Cost Sharing: Each party will receive a bill setting forth its proportional share of the costs whenever a project billing is submitted.
- 4.4. Reimbursement
- 4.4.1. The State shall pay the Company only for such items of work and expense as are proper and eligible for payment, as provided in 23 Code of Federal Regulations including, but not limited to, Parts 1, 140, 172 and 646 (hereinafter called, "23 CFR"). Only materials actually incorporated into the project will be eligible for reimbursement. Actual costs include taxes, such as applicable sales and use taxes, gross receipts taxes, business and occupation taxes, and similar taxes. Payments will be made in accordance with the following:
- State shall make payments in accordance with Minnesota Statutes §16A.124.
 - Invoices for labor and materials ("partial invoices") may be submitted on a periodic basis during the term of the project, but not more frequently than once per month. These valid partial invoices will be paid 30 days from the date they are received by the Office of Freight and Commercial Vehicle Operations.
 - Partial invoices that are not approved due to disputed items will be returned to the Company with a request for an explanation for any disputed items. If the dispute is resolved, the State shall pay the Company within 30 days of receiving a corrected invoice. The State may pay the non-disputed portion of any disputed invoice.
 - Partial invoices must be based on actual (not estimated) costs incurred. Partial invoices need not be itemized, but State must be able to substantiate costs by checking the Company's records.
 - Final invoices must be submitted within 120 days of the completion of the reimbursable railroad work. Invoices submitted after this date, and less than one (1) year after the last activity on the project will not be paid, unless good cause is shown for the delay in the submission of the invoice. In accordance with federal regulations, 23 CFR 140.922, any final invoice received more than one (1) year after the last reimbursable railroad work will not be paid.

- (f) The final invoice will be a detailed, itemized statement of all items of work performed by the Company, as shown in the appropriate exhibit or exhibits attached to this Agreement, and should be marked "Final Invoice".
- (g) The State shall inspect and approve the work prior to payment of the final invoice. Subsequently, the final invoice will be forwarded for audit by the State, in accordance with the requirements of state and federal laws and regulation. The Company shall keep account of its work in such a way that accounts may be readily audited. In the event that any amount previously paid to the company is in excess of the actual cost determined by audit, the Company, upon notice from the State, shall within 30 days pay to the State the difference. Conversely, in the event that any amount previously paid to the Company is less than the actual costs determined by audit, the State shall pay the actual costs due within 30 days of the determination of the actual costs of the work.
- (h) All invoices will be addressed as follows:
MnDOT Office of Freight and Commercial Vehicle Operations
M.S. 470, 395 John Ireland Boulevard
St. Paul, MN 55155-1899

- 4.5. Overrun of estimated costs with no work changes. If it appears to the Company, at any time subsequent to the date of this Agreement and prior to the final completion of such work, that the actual cost of the project will exceed the estimated cost, the Company shall send written request for approval to the State. The request will explain the reasons for the additional costs and the amount of the costs.
 - 4.5.1. If the Overrun will be less than 20% of the estimated cost and State approves such request, State will encumber additional funds and then issue a notice to proceed.
 - 4.5.2. If the overrun is equal to or greater than 20% of the estimated cost, an amendment to the Agreement is required prior to proceeding with the work. If State approves such request, State will encumber additional funds and then issue a notice to proceed. Any additional expenses incurred by the Company prior to receiving notice to proceed may not be reimbursed by State.

5. Project Contacts

5.1. State's Project Manager:

Name: Paul DeLaRosa

Telephone: 952-381-5640

E-Mail: paul.delarosa@state.mn.us

5.2. Company's Project Representative:

Name: Alex Fiorini

Telephone: 763-782-3495

E-Mail: alexander.fiorini@bnsf.com

5.3. Local Agency's Project Representative:

Name: Ryan Sutherland

Telephone: 218-327-2833

E-Mail: ryan.sutherland@co.itasca.mn.us

6. General Terms

- 6.1. **Assignment of Receivables.** Any party to this Agreement may assign any receivables due them under this Agreement, provided, however, such assignments will not relieve the assignor of any of its rights or obligations under this Agreement.
- 6.2. **Amendments, Waiver, Merger and Counterparts.** Any amendments to this Agreement must be in writing and executed by the same parties who executed the original Agreement, or their successors in office. Failure of a party to enforce any provision of this Agreement will not constitute or be construed as, a waiver of such provision or of the right to enforce such provision. This Agreement contains all prior negotiations and agreements between the Company and the State. No other understandings, whether written or oral, regarding the subject matter of this Agreement will be deemed to exist or to bind either or both of the parties. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same Agreement.
- 6.3. **State Audits.** Under Minn. Stat. §16C.05, subd. 5, the Company's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after an appropriate State official certifies the Company's completion of the construction required under this Agreement.
- 6.4. **Liability.** Each of the parties is responsible for its own acts and omissions. State's liability is governed by Minn. Stat. §3.736. Local Agency's liability is governed by Minnesota Statutes Chapter 466.
- 6.5. **Data Disclosure.** Under Minnesota Statutes Section 270C.65, and other applicable law, the Company consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Company to file state tax returns and pay delinquent state tax liabilities, if any.
- 6.6. **Government Data Practices.** Government Data Practices. This Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.
 - 6.6.1. Only to the extent that Company's duties and obligations under this Agreement require the performance of State's governmental functions will all data created, collected, received, stored, used, maintained or disseminated by Company under this Agreement be subject to the provisions of Minn. Stat. §13.05, subdivision 11. In such case, the remedies of Minn. Stat. §13.08 will apply to the release by Company of the data governed by the Minnesota Government Data Practices Act.
 - 6.6.2. If the Company receives a request to release the data governed by this section, Company shall immediately notify State. State shall give Company instructions concerning the release of the data to the requesting party before the data is released.
- 6.7. **Workers Compensation.** The Company certifies that it is in compliance with workers compensation insurance coverage required by Minnesota Law, or Federal Law if the Company is subject to Federal Law which preempts the Minnesota Law. The Company shall require its contractors to present proof of coverage under the Minnesota Workers Compensation Act. The Company's employees and agents will not be considered State employees. Any claims arising under workers compensation laws and any claims made by a third party as a consequence of the acts or omissions of the Company, its agents, employees or contractors are in no way the responsibility of the State.
- 6.8. **Cancellation**
 - 6.8.1. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Company. The State is not obligated to pay for any services that are provided after notice and effective date of termination.

- 6.8.2. However, the Company will be entitled to payment, determined on a pro rata basis for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State shall provide the Company notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 6.9. **Non Discrimination.** If the Company enters into an agreement with a contractor, to perform all or any portion of the Company's work set forth in this Agreement, the Company for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all of the nondiscrimination provisions in this Agreement and as set forth in Exhibit C.
- 6.10. **Disadvantaged Business Enterprise.** The disadvantaged business enterprise requirements of 49 CFR 26, apply to this Agreement. The Company shall insure that disadvantaged business enterprises as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts, financed in whole or in part with federal funds. In this regard, the Company shall take all necessary and reasonable steps in accordance with 49 CFR 26, to insure that disadvantaged business enterprises have the maximum opportunity to compete for and perform any contracts awarded under this Agreement. The Company shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts under this Agreement. Failure to carry out the above requirements constitutes breach of this Agreement, and may result in termination of the Agreement by the State, and possible debarment from performing other contractual services with the Federal Department of Transportation.
- 6.11. **Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

COMPANY

Company certifies that the appropriate person(s) have executed the contract on behalf of Company as required by applicable articles, bylaws or resolutions.

Signed: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05

Signed: _____

Date: _____

SWIFT PO: _____

DEPARTMENT OF TRANSPORTATION

(with delegated authority)

Signed: _____

Title: Manager, Rail safety and Coordination Section

Date: _____

COMMISSIONER OF ADMINISTRATION

Signed: _____

Date: _____

LOCAL AGENCY

Local Agency certifies that the appropriate person(s) have executed the contract on behalf of Local Agency as required by applicable articles, bylaws or resolutions.

Signed: _____

Title: _____

Date: _____

Signed: _____

Title: _____

Date: _____

EXHIBIT A
LOCATION PRINT

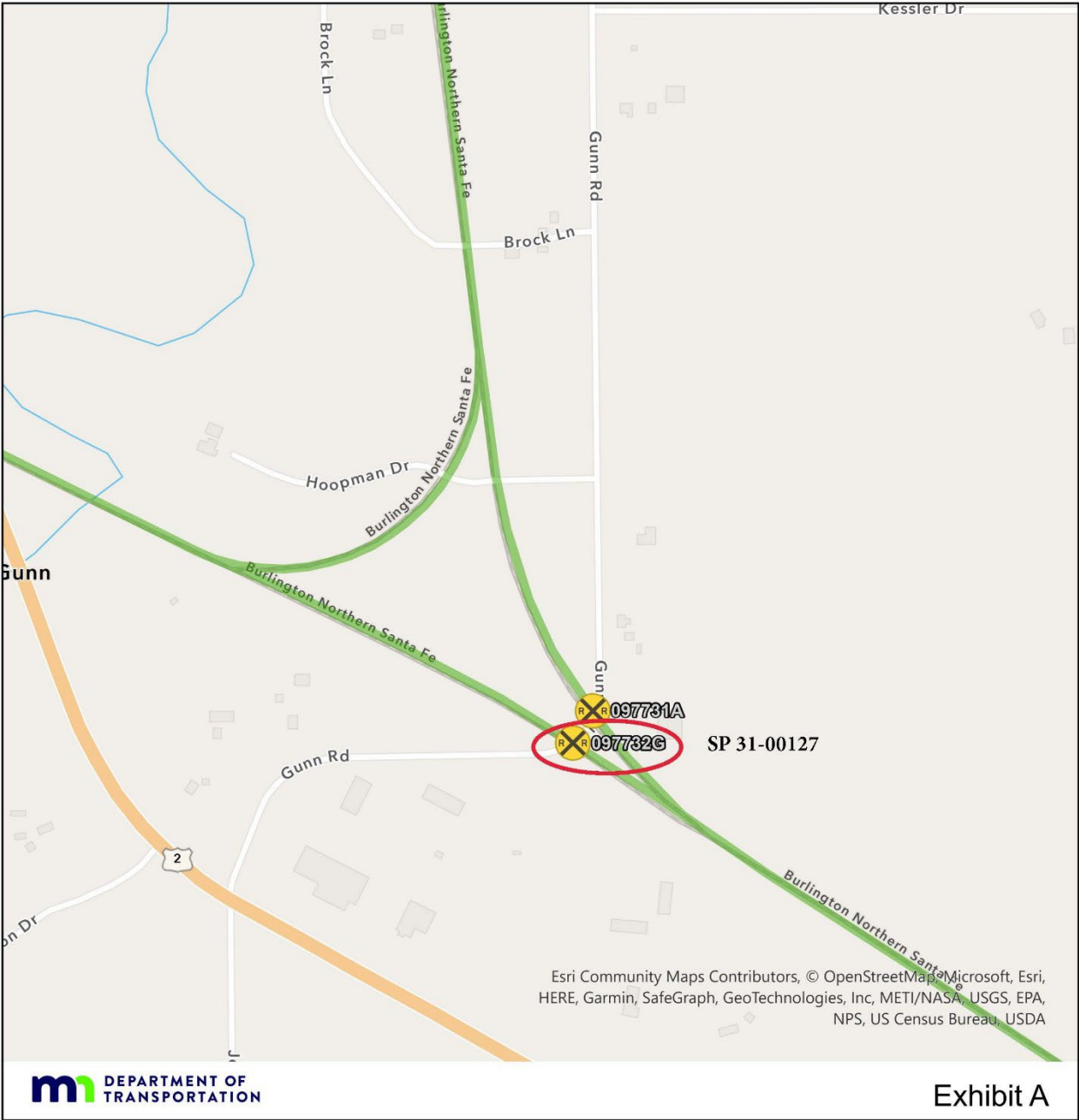


EXHIBIT B

DETAILED COST ESTIMATE

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****				
BNSF RAILWAY COMPANY FHPM ESTIMATE FOR STATE OF MINNESOTA				
LOCATION	GUNN	DETAILS OF ESTIMATE	PLAN ITEM : 000351690	VERSION : 4
PURPOSE, JUSTIFICATION AND DESCRIPTION				
GUNN ROAD - GRAND RAPIDS, MI; INSTALL CONSTANT WARNING / FLASHERS / GATES; TWIN CITIES DIV; LAKES SUBDIV; LS 30; MP 108.51; DOT# 097732G; SEQ# 88905.				
MONTHLY POWER UTILITY COST CENTER : 61740.				
THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.				
THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.				
CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.				
***** SIGNAL WORK ONLY *****				
THE STATE OF MINNESOTA IS FUNDING 90% OF THIS PROJECT, ITASCA COUNTY IS FUNDING 10%.				
MAINTAIN PROPRIETARY CONFIDENTIALITY.				
PRIMARY FUNDING SOURCE IS FHWA				
** BUY AMERICA(N) APPLIES **				
DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

ELECTRICAL LABOR F/SIGNAL EQUIPMENT	162.0	MH	8,361	
SIGNAL FIELD - INSTALL	2236.0	MH	96,971	
SIGNAL SHOP LABOR - CAP	0.01	MH	1	
PAYROLL ASSOCIATED COSTS			68,854	
DA OVERHEADS			114,317	
EQUIPMENT EXPENSES			23,425	
INSURANCE EXPENSES			18,432	
TOTAL LABOR COST			330,361	330,361

MATERIAL				

ARRESTOR, MDSA-2 XS	1.0	EA N	734	
BATTERY, VGL-255	10.0	EA N	2,585	
BATTERY, VGL-350	18.0	EA N	6,077	
BELLS	2.0	EA N	412	
BUNGALOW 8X8 W/ AC	1.0	LS N	16,222	
BUNGALOW MATERIAL	1.0	LS N	12,869	
CABLE, 2C/6 TW	700.0	FT N	1,099	
CABLE, 3C/2	250.0	FT N	1,883	
CABLE, 5C/10	70.0	FT N	161	
CABLE, 5C/6	500.0	FT N	2,620	
CABLE, 7C/14	500.0	FT N	1,070	
CHARGERS, 12/80 (20/40/60)	2.0	EA N	2,995	
CONSTANT WARNING, XP4, 2TK	1.0	EA N	28,460	
ELECTRICAL MATERIAL	1.0	EA N	3,000	
EVENT RECORDER	1.0	EA N	5,657	
FIELD MATERIAL	1.0	LS N	9,461	
FILL DIRT	20.0	CY N	500	
FILTER, TRACK	1.0	EA N	254	
FOUNDATION, CONCRETE	2.0	EA N	547	
GATE KEEPERS	2.0	EA N	2,733	
GATE MECHANISM, S-60	2.0	EA N	11,673	
INDUCTOR, DUMMY LOAD	1.0	EA N	872	
LED LIGHT	10.0	EA N	2,240	
RELAY, DAX	2.0	EA N	1,500	
SHUNT, NBS	4.0	EA N	3,964	
SIDELIGHT, 1-WAY	1.0	EA N	849	
SIGN, DOUBLE-SIDED X-BUCK	2.0	EA N	635	
SIGN, YIELD	2.0	EA N	1,000	
SURFACE ROCK	10.0	CY N	500	
U MP 108.82 - CABLE, 7C/14	2000.0	EA N	4,280	
U MP 108.82 - CASE, SINGLE HIGH	1.0	LS N	3,807	

EXHIBIT B

DETAILED COST ESTIMATE

U MP 108.52 - MISC MATERIAL	1.0 LS N	15,000	
V REM - ARRESTOR, MDSA-2 XS	1.0 EA N	734	
V REM - BATTERY, VGL-350	9.0 EA N	3,039	
V REM - BUNGALOW 8X8 W/ AC	1.0 LS N	16,222	
V REM - BUNGALOW MATERIAL	1.0 LS N	6,420	
V REM - CABLE, 2C/6 TW	2000.0 FT N	3,140	
V REM - CABLE, 3C/2	250.0 FT N	1,883	
V REM - CABLE, 7C/14	2000.0 FT N	4,280	
V REM - CHARGER, 12/80 (20/40/60)	1.0 EA N	1,498	
V REM - CONSTANT WARNING, 1TK 4-SLOT	1.0 EA N	15,907	
V REM - CONVERTOR, 10-10	1.0 EA N	196	
V REM - ELECTRICAL MATERIAL	1.0 EA N	3,000	
V REM - FIELD MATERIAL	1.0 LS N	1,606	
V REM - FILL DIRT	20.0 CY N	500	
V REM - GENERATOR, ACG-3	1.0 EA N	330	
V REM - INDUCTOR, DUMMY LOAD	1.0 EA N	872	
V REM - RELAY, DAX	1.0 EA N	750	
V REM - SURFACE ROCK	10.0 CY N	500	
X REM - ARRESTOR, MDSA-2 XS	1.0 EA N	734	
X REM - BATTERY, VGL-350	9.0 EA N	3,039	
X REM - BUNGALOW 8X8 W/ AC	1.0 LS N	16,222	
X REM - BUNGALOW MATERIAL	1.0 LS N	6,420	
X REM - CABLE, 2C/6 TW	1000.0 FT N	1,570	
X REM - CABLE, 3C/2	250.0 FT N	1,883	
X REM - CABLE, 7C/14	1000.0 FT N	2,140	
X REM - CHARGER, 12/80 (20/40/60)	1.0 EA N	1,498	
X REM - CONSTANT WARNING, 1TK 4-SLOT	1.0 EA N	15,907	
X REM - CONVERTOR, 10-10	1.0 EA N	196	
X REM - ELECTRICAL MATERIAL	1.0 EA N	3,000	
X REM - FIELD MATERIAL	1.0 LS N	1,789	
X REM - FILL DIRT	20.0 CY N	500	
X REM - FILTER, TRACK	1.0 EA N	254	
X REM - GENERATOR, ACG-3	1.0 EA N	330	
X REM - INDUCTOR, DUMMY LOAD	1.0 EA N	872	
X REM - RELAY, DAX	1.0 EA N	750	
X REM - SHUNT, NBS	2.0 EA N	1,982	
X REM - SURFACE ROCK	10.0 CY N	500	
Y MP 108.30 - CABLE, 2C/6 TW	500.0 FT N	785	
Y MP 108.30 - CONVERTER, 2TC	1.0 EA N	321	
Y MP 108.30 - RELAY	1.0 EA N	750	
Z MP 108.40 - RELAY	1.0 EA N	750	
USE TAX		21,131	
OFFLINE TRANSPORTATION		3,349	
TOTAL MATERIAL COST		293,208	293,208

OTHER			

AC POWER SERVICE	1.0 EA N	12,500	
BUNGALOW, WIRE AND TEST	1.0 LS N	6,612	
CONTRACT ENGINEERING	1.0 LS N	24,000	
CONTRACT SIGNS/CONES/FLAGGING	1.0 LS N	5,000	
DIRECTIONAL BORING	200.0 FT N	17,000	
V REM - AC POWER SERVICE	1.0 EA N	12,500	
V REM - BUNGALOW, WIRE AND TEST	1.0 LS N	5,275	
X REM - AC POWER SERVICE	1.0 EA N	12,500	
X REM - BUNGALOW, WIRE AND TEST	1.0 LS N	5,275	
TOTAL OTHER ITEMS COST		100,662	100,662
PROJECT SUBTOTAL			724,231
CONTINGENCIES			72,423
BILL PREPARATION FEE			7,967
GROSS PROJECT COST			804,621
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			804,621

EXHIBIT C**Non-Discrimination Provisions of Title VI of the Civil Rights Act of 1964**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Highway Administration (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C".
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligation under this contract and the Regulations relative to discrimination on the ground of race, color or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for noncompliance:** In the event of contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D
LOCAL AGENCY RESOLUTION

BE IT RESOLVED, that Itasca County (Local Agency) enter into an agreement with the BNSF Railway Company (Company) and the Commissioner of Transportation (State) for the installation and maintenance of railroad crossing signals at the intersection of County Rd 407 (Gunn Rd) with the tracks of the Company near La Prairie, Itasca County, MN and appointing the Commissioner of Transportation (State) agent for the Local Agency to supervise said project and administer available Federal Funds in accordance with Minnesota Statute, Section 161.36. The Local Agency's share of the cost shall be 10% of the total signal cost.

BE IT FURTHER RESOLVED, that the _____ and _____

(Title)

(Title)

be and they are hereby authorized to execute said agreement and any amendments thereto for and on behalf of the Local Agency.

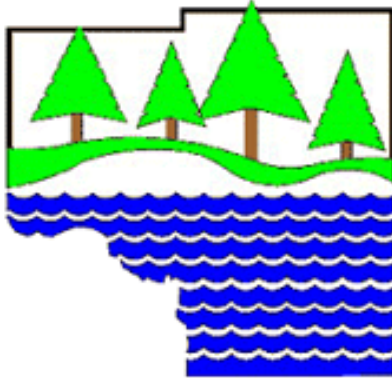
Dated this _____ day of _____, 2023.

STATE OF MINNESOTA)
)ss CERTIFICATION
ITASCA COUNTY)

I hereby certify that the foregoing Resolution is a true and correct copy of a Resolution presented to and adopted by the County Board of the County of Itasca at a duly authorized meeting thereof held in the County Courthouse in Grand Rapids, Minnesota, on the ____ day of _____, 2023, as disclosed by the records of said County Board in my possession.

By: _____

Title: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3122

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Utility License for Paul Bunyan Telephone Cooperative on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve utility license for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Sections 19, 29 & 30, Township 62, Range 23 and Section 24, Township 62, Range 24 and authorize necessary signatures.

BACKGROUND:

This License is for construction of underground telecommunication lines running parallel with Rollercoaster Road for a term of 10 years.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. License for approval Rollercoaster rd

06/20/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/27/2023 2:30 PM
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ITASCA COUNTY UTILITY LICENSE

This license ("License") is granted this day of , 2023, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts (hereinafter Itasca County); pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which states the County Auditor with approval of the county board is authorized to grant easements or permits on unsold tax-forfeited land for telecommunications and electric power lines, either by underground cable or conduit or otherwise.

NAME AND ADDRESS OF LICENSEE: Paul Bunyan Telephone Cooperative, 1831 Anne Street NW, Bemidji, MN 56601

LICENSE FEE: Three Thousand Five Hundred Fifty-eight and 80/100ths Dollars (\$3558.80) (sum of \$438.80 application fee, \$3120.00 land value, and \$0 timber value)

TERM: The initial term of this non-exclusive License shall commence on the date set forth above, and shall end at 12:00 a.m. on . The term of this License is ten (10) years from the date of execution, subject to termination as provided herein.

PURPOSE OF LICENSE: This License is granted unto Licensee, its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon and across and under a strip of land nine (9) feet in width, located no closer than three feet (3') off the edge of the road, known as Rollercoaster Road and running parallel with the existing road, as determined by the Itasca County Land Department as an acceptable License location and is located on the parcels hereinafter described, to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol underground lines, including the right to erect poles and other telecommunication line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip, under the covenants and agreements of Licensee to use the following described lands:

Located within the following lands as shown on the attached Exhibits heretofore referred to as "Licensed Premises", and whose general location is listed below for reference:

Northwest Quarter (NW), Section Twenty-nine (29), Southeast Quarter of the Northeast Quarter (SE NE), Northeast Quarter of the Northeast Quarter (NE NE), Section Thirty (30), Southwest Quarter of the Southeast Quarter (SW SE), Southeast Quarter of the Southwest Quarter (SE SW), Northeast Quarter of the Southwest Quarter (NE SW) and Lot Three (3), Section Nineteen (19), all in Township Sixty-two (62), Range Twenty-three (23) and Southeast Quarter (SE) and Southeast Quarter of the Southwest Quarter (SE SW), Section Twenty-four (24), all in Township Sixty-two (62), Range Twenty-four (24).

Licensee shall also have the right of reasonable access to the Licensed Premises for the purposes described herein, over and across real property owned by the State of Minnesota in trust for the taxing districts adjacent to the Licensed Premises, with the specific access location to be designated by Itasca County, as manager of said lands, within a reasonable time upon request by Licensee, its contractors, agents, or assigns.

This License is granted pursuant to and subject to the terms of Itasca County Utility Permit to Construct dated June 6, 2022.

For the purpose of this License, "Utility" means any telephone and electric power line either by underground cable or conduit or otherwise, sewer and water lines, highways, recreational trails, railroads, and pipe lines for gas, liquids, or solids in suspension as authorized by Minn. Stat. 282.04, subd. 4.

DISCLAIMER: Licensee agrees to hold Itasca County and State of Minnesota in trust for the taxing districts harmless in regard to the legal descriptions provided by Licensee. Itasca County is relying on ownership information and license legal descriptions provided by Licensee. The grant herein is limited to parcels owned by the State of Minnesota in trust for the taxing districts. Itasca County makes no representations or warranties as to the ownership of the parcels crossed by this License, and assumes no liability for any errors or costs for corrections in that regard. The License granted herein is limited to the interest of the tax-forfeited trust, if any.

This License is granted subject to the following terms:

1. At the end of the License period and if both parties wish to renew, the renewal fee and time period will be based on Itasca County policy at that time.
2. This License is issued for underground telecommunication line utility purposes.
3. Pursuant to Minnesota Statutes Section 282.04, Subd. 4., this License shall be cancelable upon reasonable notice by Itasca County for violation of any of its terms or if at any time its continuance will conflict with a public use of the land over or upon which it is granted, or for any other reason.

In the event this License is cancelled or terminated under this Paragraph, Licensee shall remove all of Licensee's personal property, at Licensee's expense, from the Licensed Premises within one (1) year from the date of cancellation or termination.

4. If at any time the Itasca County shall deem it necessary to make any improvements or changes on all or any part of the road right-of-way or Licensed Premises on which this licensed utility and their ancillary facilities are located, then and in such event, Licensee shall within 15 days after written notice from Itasca County, or its authorized agent, proceed to alter, change, vacate or remove said utility and their ancillary facilities from the Licensed Premises so as to conform to said road changes and as directed by Itasca County. Such work shall be done without any cost whatsoever to Itasca County and shall be completed within the date specified in said written notice. Licensee shall assume all liability and hold Itasca County harmless from any and all claims of damage of any nature whatsoever occasioned by reason of not having removed said utility and their ancillary facilities within the time specified in said notice.
5. Itasca County, the State of Minnesota, or an authorized lessee thereof, under any minerals exploration lease or mining lease, or their respective successors or assigns, shall have the right to request the removal of the licensed utilities and their ancillary facilities from the Licensed Premises or the area in which they are situated, upon not less than three (3) years' written notice to the Licensee, to facilitate the mining of

minerals or materials located in, under or upon the Licensed Premises. In the event Itasca County, the State of Minnesota, or a lessee under a minerals exploration lease or mining lease requests removal of the utilities and their ancillary facilities from the Licensed Premises, Itasca County shall explore any reasonable alternative location on adjacent or nearby land owned by Itasca County or the State of Minnesota in trust for the taxing districts, for Licensee's relocation, consent for which shall not be unreasonably withheld by Itasca County or the State of Minnesota in trust for the taxing districts. All costs for removal or relocation of Licensees' utilities and their ancillary facilities shall be paid by the Licensee, or its successors or assigns. Itasca County and the State of Minnesota reserve the right to access and remove County and State-owned iron bearing minerals and lean ore materials from Licensed Premises and adjacent lands.

6. Unless otherwise authorized by Itasca County, within one (1) year from the surrender, expiration or cancellation of this License, Licensee shall remove from the Licensed Premises all the utilities and their ancillary facilities owned, installed or maintained by it. If Licensee does not remove such utilities and their ancillary facilities, all such utilities and facilities remaining shall become the property of Itasca County, to be used or disposed of as Itasca County elects. Licensee agrees to pay Itasca County for the costs of removing and disposing of such utilities and their ancillary facilities.
7. Licensee agrees, at its expense, to comply with all federal, state and local laws and regulations, including municipal ordinances, affecting Licensed Premises or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. Licensee shall comply with the requirements of the Wetland Conservation Act of 1991 (Laws of Minnesota 1991, Chapter 354), any amendments thereto, and the rules adopted thereunder. Licensee is bound by the crossing location and installation method as detailed in any associated applications and permits and as approved by the Itasca County. Licensee shall not deviate from the terms and conditions of this License or any applications or permits as approved by the State unless it has first obtained written permission from the Itasca County Land Department and the appropriate permitting authority.
8. If Licensee plans to construct or make any ancillary facilities or other improvements or alterations on the Licensed Premises as necessary or suitable for its operations and use, Licensee must first review those plans with and receive written approval from Itasca County. Any changes, alterations or improvements in or to the Licensed Premises shall be at Licensee's sole expense. Licensee's use of the Licensed Premises shall be supported by all permits required by law, and Licensee shall not operate in violation of any such permits.
9. No timber shall be cut, used, removed or destroyed by Licensee without first obtaining written permission from Itasca County. Licensee must pay for all timber (both mature timber and regeneration) damaged on the Licensed Premises by Licensee prior to incurring the damage. Timber damages will be determined by the Itasca County Land Commissioner and will be based on current market values. Itasca County reserves the right to sell and dispose of, under the provisions of law now or hereinafter governing the sale of timber on county managed lands, all the timber upon the Licensed Premises, and hereby reserves to the purchaser of such timber, or agents and servants of the purchaser, the right at all times to enter thereon, and to cut and remove any and all such timber therefrom, according to the terms of the purchaser's contract with Itasca County, and without let or hindrance from Licensee, but such purchaser shall not unnecessarily or materially interfere with the operations carried on thereon. Itasca County's agreement with a purchaser of the timber shall provide that the purchaser of the timber will agree to assume entire responsibility and liability for all damages and injury to all persons and Licensed Premises whether caused by the purchaser, the purchaser's officers, agents or employees, arising from activities undertaken based on the timber permit or the purchaser's use or occupancy of the Licensed Premises covered by the timber permit.

10. Merchantable timber on Licensed Premises shall be salvaged to the extent practical. Each species must be utilized down to a minimum merchantable top diameter (outside bark) as follows: 3 inches for cordwood material (all species), 6 inches for bolts (all species), 10 inches for saw timber (conifers), and 12 inches for saw timber (hardwoods). All non-merchantable material resulting from clearing operations on Licensed Premises originating from other ownerships shall not be brought, stored or disposed of on Licensed Premises or any county managed lands. Windrow piling or piling of any vegetative materials, including firewood, is also not permitted on said lands. Slash and non-merchantable materials slash originating from any upland site shall not be deposited in wetland areas.
11. Timber on Licensed Premises may be offered for sale by Itasca County and successful purchasers will make advanced payments on said timber. The persons and entities awarded a timber permit, heretofore referred to as permit holder(s), shall have rights to enter upon Licensed Premises to harvest the timber. Licensee must not unduly interfere with timber permit holder activities carried out under authorization of the timber permit.
12. Itasca County, or its agents or contractors, upon reasonable notice to Licensee, shall have the right to enter upon and into said Licensed Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of Licensee, except in cases where emergency entry is necessary to preserve the Licensed Premises and other property.
13. The use of Licensed Premises by Licensee in utility construction or maintenance for which this License is granted shall be subject to the use, sale, or leasing for mineral or other legal purposes. Licensee will not cause any unnecessary hindrance to the activities of Itasca County and shall allow access to and across the Licensed Premises by Itasca County when needed for activities including, but not limited to, general land management, timber management, and recreational or mineral development, whether Itasca County is acting on its own behalf or that of the State of Minnesota in trust for the taxing districts.
14. This License is permissive only. No liability shall be imposed upon or incurred by Itasca County or any of its officers, agents, or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of Licensee or any of its agents, employees, or contractors relating to any matter hereunder. This License shall not be construed as estopping or limiting any legal claim or right of action of any such person against Licensee, its agents, employees, or contractors for any damage or injury resulting from any such act of omission, or as estopping or limiting any legal claim or right of action of Itasca County against Licensee, its agents employees, or contractors, for violation of or failure to comply with the provisions of the license or applicable provisions of law. Licensee shall indemnify and hold harmless Itasca County from all claims arising out of Licensee's use of the Licensed Premises whether such claims are asserted by civil action or otherwise.
15. Licensee shall not without Itasca County's prior written consent: a) assign, convey or otherwise transfer this License or any interest under it; b) sublet the Licensed Premises or any part thereof; or c) permit the use of occupancy of the Licensed Premises or any part thereof by anyone other than Licensee. This License shall extend to, and bind the successors, heirs, legal representatives and assigns of Licensee, if any. Itasca County may require a party who has requested to sublet, use or occupy the Licensed Premises to obtain a separate License from Itasca County prior to occupying or using the Licensed Premises.
16. No delay by Itasca County in enforcing any of the conditions of this License shall operate as a waiver of any of its rights.

17. Licensee will pay when due all taxes and assessments levied against the Licensed Premises or the improvements thereon.

18. **LICENSEE 's Insurance and Indemnification.**

A. LICENSEE agrees to defend, indemnify and hold harmless ITASCA COUNTY and the State of Minnesota in trust for the taxing districts, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of LICENSEE, anyone directly or indirectly employed by them including any and all subcontractors and/or anyone for whose acts and/or omissions they may be liable herein and against all loss by reason of failure of said LICENSEE to perform fully, in any respect, all obligations under this License.

B. LICENSEE agrees at all times during the term of this License to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

a. General Liability shall list ITASCA COUNTY and State of Minnesota in trust for the taxing districts, as additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles

	<u>Limits</u>
	\$1,500,000

c. Workers' Compensation and Employer's Liability:

	Statutory Limits
--	---------------------

If LICENSEE is based outside the State of Minnesota, coverage must apply to Minnesota Laws.

d. Employer's Liability

	<u>Limits</u>
Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

An umbrella or excess policy over self-insured retentions is an acceptable method to provide the required aggregate insurance amounts.

The above establishes minimum insurance requirements. It is the sole responsibility of LICENSEE to determine the need for and to procure additional coverage that may be needed in connection with this License.

LICENSEE shall not commence work on Licensed Premises, or otherwise occupy Licensed Premises, until it has obtained required insurance and filed an acceptable Certificate of Insurance with ITASCA COUNTY to the attention of Itasca County Land Department, c/o Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744. The Certificate shall:

1. List ITASCA COUNTY and State of Minnesota in trust for the taxing districts as Certificate holder and as additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
2. Be amended to show that ITASCA COUNTY will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

C. LICENSEE also agrees that any contract let by LICENSEE for the performance of the work on Licensed Premises as provided herein shall include clauses that will: (1) require LICENSEE to defend, indemnify and hold harmless ITASCA COUNTY and the State of Minnesota in trust for the taxing districts, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said LICENSEE, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require LICENSEE to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

	<u>Limits</u>
1. Bodily Injury by Accident, each accident	\$500,000
2. Bodily Injury by Disease, policy limit	\$500,000
3. Bodily Injury by Disease, each employee	\$500,000

Note: all states endorsement is required if LICENSEE is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000
Coverages above shall also include:	
Premises - Operations	
Contractual Liability (including oral and written contracts)	
Explosion, Collapse, Underground Property Damage (XCU)	

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:
Combined Bodily Injury and Property Damage:
Each Occurrence Limit \$1,500,000

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of LICENSEE'S Subcontractor(s) to purchase additional insurance that may be necessary for the Licensed activities.

D. LICENSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

E. In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this License if LICENSEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against LICENSEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.

19. **Liability.** This License shall not be construed as imposing any liability on Itasca County for injury or damage to the person or property of Licensee, or to any other persons or property, arising out of any use of the Licensed Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect, unless such injury or damage results from the gross negligence or intentional acts of Itasca County, or from a breach of this License by Itasca County. Licensee shall indemnify and hold harmless Itasca County from all claims arising out of the use of the Licensed Premises (excepting claims resulting from the gross negligence or intentional acts of Itasca County, from a breach of this License by Itasca County or arising out of use of the Licensed Premises by a third-party who subsequent to the date hereof has been authorized by Itasca County to use the Licensed Premises, or that third-party's agents, employees, heirs or assigns). The exception to Licensee's liability set forth in this paragraph shall be subject to the liability limitations and all defenses and provisions of Minn. Stat. 466 which are specifically retained by Itasca County.

20. Licensee shall acquire necessary rights to surface not owned or managed by Itasca County. It is understood and agreed that in case any interest in the land covered by this License is owned by any entity other than Itasca County or the State of Minnesota in trust of the taxing districts, this License shall not be construed as authorizing any invasion of or trespass upon such other interest, that in case it shall be necessary to make use of any such other interest in connection with any operations hereunder, Licensee shall obtain all necessary legal rights therefore before proceeding therewith, that Licensee shall be liable for all damages to any such other interest caused by any operations hereunder, and that Itasca County shall not incur or be subject to any liability therefore.

21. Crossing of recreational trails, including but not limited to the following snowmobile trails, located over and across the E1/2 of NE1/4, Section 30, Township 62, Range 23 and the SW1/4 of SE1/4, Section 19, Township 62, Range 23; ATV/OHM and bicycle trails, to-wit: NONE; and associated spurs as currently exist and including any and all future amendments or additions to their routes:

- a. The location of any crossing of a recreational trail must be approved in advance by Itasca County. Itasca County may provide written instructions as to any specific construction standards to be followed for the crossing of a recreational trail.

- b. Utility construction and maintenance activities shall be conducted in a manner so as to minimize disturbance of safe recreational trail use and to separate the public from work areas. Licensee must provide signs to warn recreational trail users of any construction hazards.
- c. Licensee is responsible for repairing any damage created by Licensee's activities, to a recreational trail in a manner satisfactory to Itasca County.
- d. Prior approval must be obtained from Itasca County Land Commissioner, or their designee, for the cutting or trimming of trees within the recreational trail right-of-way located outside of the Licensed Premises.
- e. Licensee shall notify Itasca County in advance of its intent to perform any utility construction or maintenance operations that cross or fall within a recreational trail right-of-way. Itasca County shall assist Licensee in implementing safe, cooperative usage of the recreational trail right-of-way, including planning and implementation of trail re-routes, if necessary. Licensee may not re-route or close the recreational trail right-of-way without the prior written approval of Itasca County.

22. Additional construction and maintenance specifications:

- a. Utility construction, maintenance and associated activities must be confined to the Licensed Premises. Itasca County agrees to grant temporary permits as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the Licensed Premises without permission from the Itasca County Land Commissioner. The Itasca County Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle-restricted Itasca County trails, or before heavy equipment is moved across the Licensed Premises or other county managed lands not described herein. Prior approval and notification are not required during emergencies. However, the Itasca County Land Commissioner must be notified within five (5) days of such use, damage or improvement to allow timely assessment of the damage, if any, and to ensure proper reparations and repairs.
- b. Organic soil material and mineral soil must be left in place on the Licensed Premises unless approved by the Land Commissioner, for which said approval shall not be unreasonably withheld if soil removal is required for the installation of Licensee's utility as part of permitting or other construction requirements.
- c. On utilities whose presence is not readily visible on or above the ground surface, such as on underground utilities with narrow, unmaintained right-of-ways (i.e. underground telecommunication or electric power lines), the utility location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.
- d. Upon completion of utility construction or maintenance, Licensee shall restore the Licensed Premises and right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Itasca County Land Commissioner.
- e. Construction and maintenance of the utility license and system will be performed by Licensee without any cost to Itasca County or the State of Minnesota in trust for the taxing districts.
- f. Licensee must mark all survey markers within the Licensed Premises area prior to utility construction and maintenance. Licensee shall restore at Licensee's expense all survey markers damaged from any activities associated with this License by Licensee or Licensee's contractors.
- g. Licensee shall contact Itasca County 10 days prior to installation and within 10 days following completion of any licensed utility construction or maintenance work.
- h. Licensee shall be responsible for Licensee's employees, agents and contractors receiving and thoroughly understanding all conditions of this License.

23. The contact information for Itasca County and Licensee is as follows:

Itasca County Contacts:	Licensee:
Itasca County Land Department c/o Land Commissioner Kory Cease 1177 LaPrairie Avenue Grand Rapids, Minnesota 55744 Itasca County Auditor County Courthouse 123 NE 4 th Street Grand Rapids, MN 55744	Paul Bunyan Telephone Cooperative 1831 Anne Street NW Bemidji, MN 56601

I/We as **Licensee(s)** hereby acknowledge that I/We have read the contents of the above document entitled Itasca County Utility License and understand its terms and agree to be bound by the conditions set forth therein.

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

This instrument was acknowledged to before me this _____ day of _____, 2023 by _____, as the _____ of Paul Bunyan Telephone Cooperative, Licensee.

(Notary Seal)

Notary Public

.....
WITNESS my hand at Grand Rapids, Minnesota this
_____ day of _____, 2023.

THE STATE OF MINNESOTA IN TRUST
FOR THE TAXING DISTRICTS

By: _____
Austin Rohling, County Auditor

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this _____ day of _____, 2023, by Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

.....
WITNESS my hand at Grand Rapids, Minnesota this
_____ day of _____, 2023.

ITASCA COUNTY LAND COMMISSIONER

Kory Cease

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

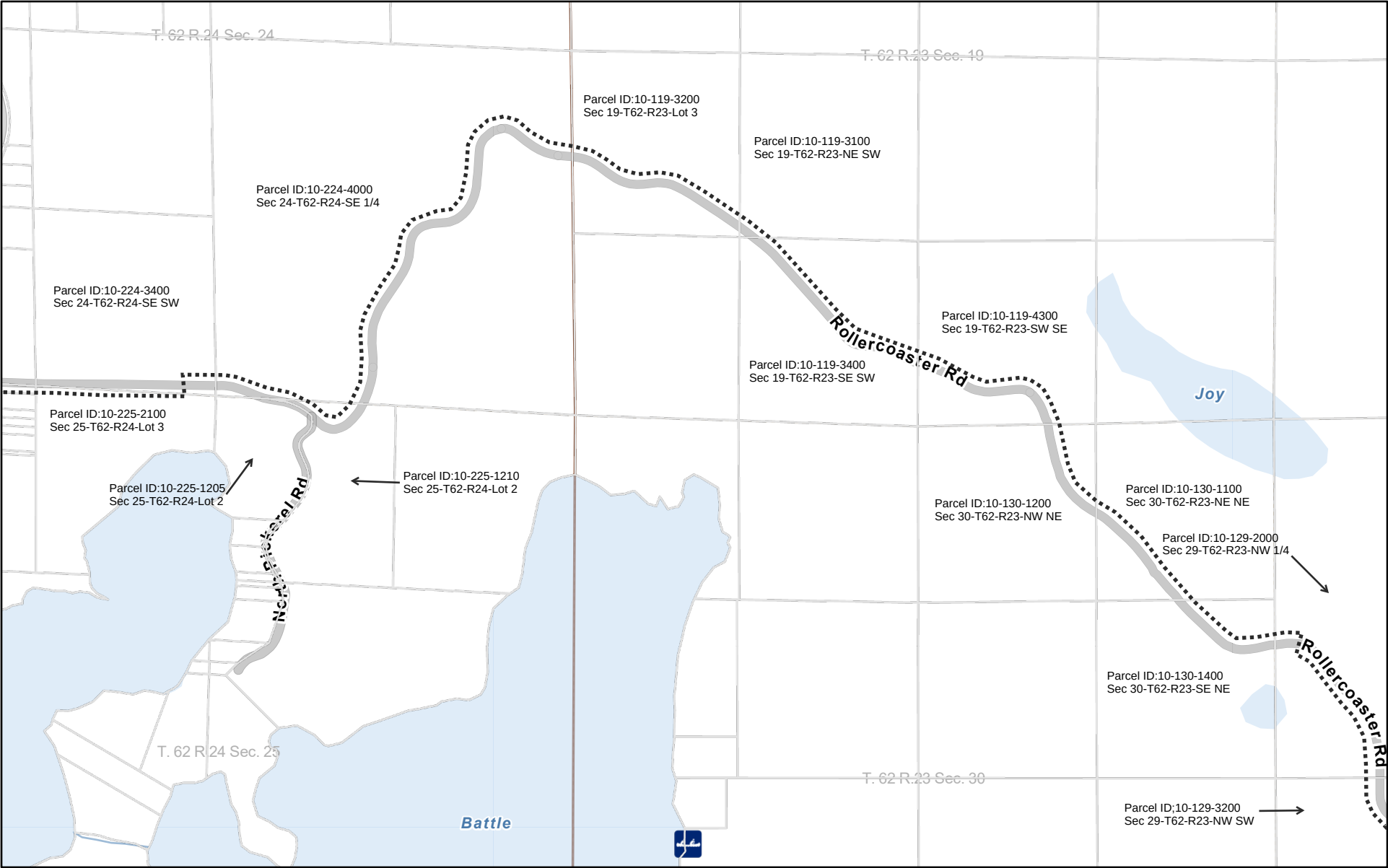
This instrument was acknowledged to before me this _____ day of _____, 2023, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

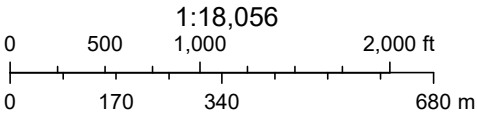
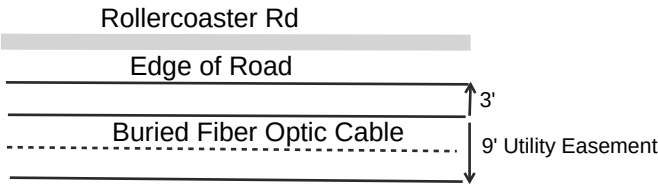
Drafted by: Cindy Shevich, Real Estate Specialist
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

Rollercoaster Rd



3/27/2023, 3:52:56 PM

- Tax Parcel
- Fiber Optic Cable





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3123

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Utility License for Paul Bunyan Telephone Cooperative on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve utility license for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Sections 19 & 30, Township 59, Range 23 and authorize necessary signatures.

BACKGROUND:

This License is for construction of underground telecommunication lines running parallel with West Scooty Lake Drive for a term of 10 years.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. License for W Scooty Lk DR 19-59-23

06/20/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/27/2023 2:30 PM
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ITASCA COUNTY UTILITY LICENSE

This license ("License") is granted this day of , 2023, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts (hereinafter Itasca County); pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which states the County Auditor with approval of the county board is authorized to grant easements or permits on unsold tax-forfeited land for telecommunications and electric power lines, either by underground cable or conduit or otherwise.

NAME AND ADDRESS OF LICENSEE: Paul Bunyan Telephone Cooperative, 1831 Anne Street NW, Bemidji, MN 56601

LICENSE FEE: Two Thousand Two Hundred Forty and 40/100ths Dollars (\$2,240.40) (sum of \$277.40 application fee, \$1963.00 land value, and \$0 timber value)

TERM: The initial term of this non-exclusive License shall commence on the date set forth above, and shall end at 12:00 a.m. on . The term of this License is ten (10) years from the date of execution, subject to termination as provided herein.

PURPOSE OF LICENSE: This License is granted unto Licensee, its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon and across and under a strip of land nine (9) feet in width, located no closer than three feet (3') off the edge of the road, known as West Scooty Lake Drive and running parallel with the existing road, as determined by the Itasca County Land Department as an acceptable License location and is located on the parcels hereinafter described, to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol underground lines, including the right to erect poles and other telecommunication line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip, under the covenants and agreements of Licensee to use the following described lands:

Located within the following lands as shown on the attached Exhibits heretofore referred to as "Licensed Premises", and whose general location is listed below for reference:

Southwest Quarter of the Northeast Quarter (SW NE), Northwest Quarter of the Northeast Quarter (NW NE) and Northeast Quarter of the Northwest Quarter (NE NW), in Section Thirty (30) and Southeast Quarter of the Southwest Quarter (SE SW), Northeast Quarter of the Southwest Quarter (NE SW), that part of Government Lot Two (2) and Five (5) Less the Plat of Scooty Lake West, Section Nineteen (19), all in Township Fifty-nine (59), Range Twenty-three (23).

Licensee shall also have the right of reasonable access to the Licensed Premises for the purposes described herein, over and across real property owned by the State of Minnesota in trust for the taxing districts adjacent to the Licensed Premises, with the specific access location to be designated by Itasca County, as manager of said lands, within a reasonable time upon request by Licensee, its contractors, agents, or assigns.

This License is granted pursuant to and subject to the terms of Itasca County Utility Permit to Construct dated June 6, 2022.

For the purpose of this License, "Utility" means any telephone and electric power line either by underground cable or conduit or otherwise, sewer and water lines, highways, recreational trails, railroads, and pipe lines for gas, liquids, or solids in suspension as authorized by Minn. Stat. 282.04, subd. 4.

DISCLAIMER: Licensee agrees to hold Itasca County and State of Minnesota in trust for the taxing districts harmless in regard to the legal descriptions provided by Licensee. Itasca County is relying on ownership information and license legal descriptions provided by Licensee. The grant herein is limited to parcels owned by the State of Minnesota in trust for the taxing districts. Itasca County makes no representations or warranties as to the ownership of the parcels crossed by this License, and assumes no liability for any errors or costs for corrections in that regard. The License granted herein is limited to the interest of the tax-forfeited trust, if any.

This License is granted subject to the following terms:

1. At the end of the License period and if both parties wish to renew, the renewal fee and time period will be based on Itasca County policy at that time.
2. This License is issued for underground telecommunication line utility purposes.
3. Pursuant to Minnesota Statutes Section 282.04, Subd. 4., this License shall be cancelable upon reasonable notice by Itasca County for violation of any of its terms or if at any time its continuance will conflict with a public use of the land over or upon which it is granted, or for any other reason.

In the event this License is cancelled or terminated under this Paragraph, Licensee shall remove all of Licensee's personal property, at Licensee's expense, from the Licensed Premises within one (1) year from the date of cancellation or termination.

4. If at any time the Itasca County shall deem it necessary to make any improvements or changes on all or any part of the road right-of-way or Licensed Premises on which this licensed utility and their ancillary facilities are located, then and in such event, Licensee shall within 15 days after written notice from Itasca County, or its authorized agent, proceed to alter, change, vacate or remove said utility and their ancillary facilities from the Licensed Premises so as to conform to said road changes and as directed by Itasca County. Such work shall be done without any cost whatsoever to Itasca County and shall be completed within the date specified in said written notice. Licensee shall assume all liability and hold Itasca County harmless from any and all claims of damage of any nature whatsoever occasioned by reason of not having removed said utility and their ancillary facilities within the time specified in said notice.

5. Itasca County, the State of Minnesota, or an authorized lessee thereof, under any minerals exploration lease or mining lease, or their respective successors or assigns, shall have the right to request the removal of the licensed utilities and their ancillary facilities from the Licensed Premises or the area in which they are situated, upon not less than three (3) years' written notice to the Licensee, to facilitate the mining of minerals or materials located in, under or upon the Licensed Premises. In the event Itasca County, the State of Minnesota, or a lessee under a minerals exploration lease or mining lease requests removal of the utilities and their ancillary facilities from the Licensed Premises, Itasca County shall explore any reasonable alternative location on adjacent or nearby land owned by Itasca County or the State of Minnesota in trust for the taxing districts, for Licensee's relocation, consent for which shall not be unreasonably withheld by Itasca County or the State of Minnesota in trust for the taxing districts. All costs for removal or relocation of Licensees' utilities and their ancillary facilities shall be paid by the Licensee, or its successors or assigns. Itasca County and the State of Minnesota reserve the right to access and remove County and State-owned iron bearing minerals and lean ore materials from Licensed Premises and adjacent lands.
6. Unless otherwise authorized by Itasca County, within one (1) year from the surrender, expiration or cancellation of this License, Licensee shall remove from the Licensed Premises all the utilities and their ancillary facilities owned, installed or maintained by it. If Licensee does not remove such utilities and their ancillary facilities, all such utilities and facilities remaining shall become the property of Itasca County, to be used or disposed of as Itasca County elects. Licensee agrees to pay Itasca County for the costs of removing and disposing of such utilities and their ancillary facilities.
7. Licensee agrees, at its expense, to comply with all federal, state and local laws and regulations, including municipal ordinances, affecting Licensed Premises or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. Licensee shall comply with the requirements of the Wetland Conservation Act of 1991 (Laws of Minnesota 1991, Chapter 354), any amendments thereto, and the rules adopted thereunder. Licensee is bound by the crossing location and installation method as detailed in any associated applications and permits and as approved by the Itasca County. Licensee shall not deviate from the terms and conditions of this License or any applications or permits as approved by the State unless it has first obtained written permission from the Itasca County Land Department and the appropriate permitting authority.
8. If Licensee plans to construct or make any ancillary facilities or other improvements or alterations on the Licensed Premises as necessary or suitable for its operations and use, Licensee must first review those plans with and receive written approval from Itasca County. Any changes, alterations or improvements in or to the Licensed Premises shall be at Licensee's sole expense. Licensee's use of the Licensed Premises shall be supported by all permits required by law, and Licensee shall not operate in violation of any such permits.
9. No timber shall be cut, used, removed or destroyed by Licensee without first obtaining written permission from Itasca County. Licensee must pay for all timber (both mature timber and regeneration) damaged on the Licensed Premises by Licensee prior to incurring the damage. Timber damages will be determined by the Itasca County Land Commissioner and will be based on current market values. Itasca County reserves the right to sell and dispose of, under the provisions of law now or hereinafter governing the sale of timber on county managed lands, all the timber upon the Licensed Premises, and hereby reserves to the purchaser of such timber, or agents and servants of the purchaser, the right at all times to enter thereon, and to cut and remove any and all such timber therefrom, according to the terms of the purchaser's contract with Itasca County, and without let or hindrance from Licensee, but such purchaser shall not unnecessarily or materially interfere with the operations carried on thereon. Itasca County's agreement with a purchaser of the timber shall provide that the purchaser of the timber will agree to assume entire responsibility and

liability for all damages and injury to all persons and Licensed Premises whether caused by the purchaser, the purchaser's officers, agents or employees, arising from activities undertaken based on the timber permit or the purchaser's use or occupancy of the Licensed Premises covered by the timber permit.

10. Merchantable timber on Licensed Premises shall be salvaged to the extent practical. Each species must be utilized down to a minimum merchantable top diameter (outside bark) as follows: 3 inches for cordwood material (all species), 6 inches for bolts (all species), 10 inches for saw timber (conifers), and 12 inches for saw timber (hardwoods). All non-merchantable material resulting from clearing operations on Licensed Premises originating from other ownerships shall not be brought, stored or disposed of on Licensed Premises or any county managed lands. Windrow piling or piling of any vegetative materials, including firewood, is also not permitted on said lands. Slash and non-merchantable materials slash originating from any upland site shall not be deposited in wetland areas.
11. Timber on Licensed Premises may be offered for sale by Itasca County and successful purchasers will make advanced payments on said timber. The persons and entities awarded a timber permit, heretofore referred to as permit holder(s), shall have rights to enter upon Licensed Premises to harvest the timber. Licensee must not unduly interfere with timber permit holder activities carried out under authorization of the timber permit.
12. Itasca County, or its agents or contractors, upon reasonable notice to Licensee, shall have the right to enter upon and into said Licensed Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of Licensee, except in cases where emergency entry is necessary to preserve the Licensed Premises and other property.
13. The use of Licensed Premises by Licensee in utility construction or maintenance for which this License is granted shall be subject to the use, sale, or leasing for mineral or other legal purposes. Licensee will not cause any unnecessary hindrance to the activities of Itasca County and shall allow access to and across the Licensed Premises by Itasca County when needed for activities including, but not limited to, general land management, timber management, and recreational or mineral development, whether Itasca County is acting on its own behalf or that of the State of Minnesota in trust for the taxing districts.
14. This License is permissive only. No liability shall be imposed upon or incurred by Itasca County or any of its officers, agents, or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of Licensee or any of its agents, employees, or contractors relating to any matter hereunder. This License shall not be construed as estopping or limiting any legal claim or right of action of any such person against Licensee, its agents, employees, or contractors for any damage or injury resulting from any such act of omission, or as estopping or limiting any legal claim or right of action of Itasca County against Licensee, its agents employees, or contractors, for violation of or failure to comply with the provisions of the license or applicable provisions of law. Licensee shall indemnify and hold harmless Itasca County from all claims arising out of Licensee's use of the Licensed Premises whether such claims are asserted by civil action or otherwise.
15. Licensee shall not without Itasca County's prior written consent: a) assign, convey or otherwise transfer this License or any interest under it; b) sublet the Licensed Premises or any part thereof; or c) permit the use of occupancy of the Licensed Premises or any part thereof by anyone other than Licensee. This License shall extend to, and bind the successors, heirs, legal representatives and assigns of Licensee, if any. Itasca County may require a party who has requested to sublet, use or occupy the Licensed Premises to obtain a separate License from Itasca County prior to occupying or using the Licensed Premises.

16. No delay by Itasca County in enforcing any of the conditions of this License shall operate as a waiver of any of its rights.
17. Licensee will pay when due all taxes and assessments levied against the Licensed Premises or the improvements thereon.

18. **LICENSEE 's Insurance and Indemnification.**

- A. LICENSEE agrees to defend, indemnify and hold harmless ITASCA COUNTY and the State of Minnesota in trust for the taxing districts, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of LICENSEE, anyone directly or indirectly employed by them including any and all subcontractors and/or anyone for whose acts and/or omissions they may be liable herein and against all loss by reason of failure of said LICENSEE to perform fully, in any respect, all obligations under this License.
- B. LICENSEE agrees at all times during the term of this License to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

- a. General Liability shall list ITASCA COUNTY and State of Minnesota in trust for the taxing districts, as additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

- b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles Limits
\$1,500,000

- c. Workers' Compensation and Employer's Liability: Statutory Limits
If LICENSEE is based outside the State of Minnesota, coverage must apply to Minnesota Laws.

- d. Employer's Liability Limits
Bodily injury by:
Accident - Each Accident \$500,000
Disease - Policy Limit \$500,000
Disease - Each Employee \$500,000

An umbrella or excess policy over self-insured retentions is an acceptable method to provide the required aggregate insurance amounts.

The above establishes minimum insurance requirements. It is the sole responsibility of LICENSEE to determine the need for and to procure additional coverage that may be needed in connection with this License.

LICENSEE shall not commence work on Licensed Premises, or otherwise occupy Licensed Premises, until it has obtained required insurance and filed an acceptable Certificate of Insurance with ITASCA COUNTY to the attention of Itasca County Land Department, c/o Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744. The Certificate shall:

1. List ITASCA COUNTY and State of Minnesota in trust for the taxing districts as Certificate holder and as additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
 2. Be amended to show that ITASCA COUNTY will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. LICENSEE also agrees that any contract let by LICENSEE for the performance of the work on Licensed Premises as provided herein shall include clauses that will: (1) require LICENSEE to defend, indemnify and hold harmless ITASCA COUNTY and the State of Minnesota in trust for the taxing districts, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said LICENSEE, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require LICENSEE to provide and maintain insurance in accordance with the following:

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

	<u>Limits</u>
1. Bodily Injury by Accident, each accident	\$500,000
2. Bodily Injury by Disease, policy limit	\$500,000
3. Bodily Injury by Disease, each employee	\$500,000

Note: all states endorsement is required if LICENSEE is domiciled outside the State of Minnesota.

- b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000

Personal and Advertising Injury Limit	\$1,500,000
Coverages above shall also include:	
Premises - Operations	
Contractual Liability (including oral and written contracts)	
Explosion, Collapse, Underground Property Damage (XCU)	

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:
Combined Bodily Injury and Property Damage:
Each Occurrence Limit \$1,500,000

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of LICENSEE'S Subcontractor(s) to purchase additional insurance that may be necessary for the Licensed activities.

D. LICENSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

E. In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this License if LICENSEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against LICENSEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.

19. **Liability.** This License shall not be construed as imposing any liability on Itasca County for injury or damage to the person or property of Licensee, or to any other persons or property, arising out of any use of the Licensed Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect, unless such injury or damage results from the gross negligence or intentional acts of Itasca County, or from a breach of this License by Itasca County. Licensee shall indemnify and hold harmless Itasca County from all claims arising out of the use of the Licensed Premises (excepting claims resulting from the gross negligence or intentional acts of Itasca County, from a breach of this License by Itasca County or arising out of use of the Licensed Premises by a third-party who subsequent to the date hereof has been authorized by Itasca County to use the Licensed Premises, or that third-party's agents, employees, heirs or assigns). The exception to Licensee's liability set forth in this paragraph shall be subject to the liability limitations and all defenses and provisions of Minn. Stat. 466 which are specifically retained by Itasca County.

20. Licensee shall acquire necessary rights to surface not owned or managed by Itasca County. It is understood and agreed that in case any interest in the land covered by this License is owned by any entity other than Itasca County or the State of Minnesota in trust of the taxing districts, this License shall not be construed as authorizing any invasion of or trespass upon such other interest, that in case it shall be necessary to make use of any such other interest in connection with any operations hereunder, Licensee shall obtain all necessary legal rights therefore before proceeding therewith, that Licensee shall be liable for all damages to any such other interest caused by any operations hereunder, and that Itasca County shall not incur or be subject to any liability therefore.

21. Crossing of recreational trails, including but not limited to the following snowmobile trails, to-wit: NONE; ATV/OHM and bicycle trails, to-wit: ATV trail opening fall of 2023 located over and across NE1/4, Section 30, Township 59, Range 23; and associated spurs as currently exist and including any and all future amendments or additions to their routes:
- a. The location of any crossing of a recreational trail must be approved in advance by Itasca County. Itasca County may provide written instructions as to any specific construction standards to be followed for the crossing of a recreational trail.
 - b. Utility construction and maintenance activities shall be conducted in a manner so as to minimize disturbance of safe recreational trail use and to separate the public from work areas. Licensee must provide signs to warn recreational trail users of any construction hazards.
 - c. Licensee is responsible for repairing any damage created by Licensee's activities, to a recreational trail in a manner satisfactory to Itasca County.
 - d. Prior approval must be obtained from Itasca County Land Commissioner, or their designee, for the cutting or trimming of trees within the recreational trail right-of-way located outside of the Licensed Premises.
 - e. Licensee shall notify Itasca County in advance of its intent to perform any utility construction or maintenance operations that cross or fall within a recreational trail right-of-way. Itasca County shall assist Licensee in implementing safe, cooperative usage of the recreational trail right-of-way, including planning and implementation of trail re-routes, if necessary. Licensee may not re-route or close the recreational trail right-of-way without the prior written approval of Itasca County.
22. Additional construction and maintenance specifications:
- a. Utility construction, maintenance and associated activities must be confined to the Licensed Premises. Itasca County agrees to grant temporary permits as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the Licensed Premises without permission from the Itasca County Land Commissioner. The Itasca County Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle-restricted Itasca County trails, or before heavy equipment is moved across the Licensed Premises or other county managed lands not described herein. Prior approval and notification are not required during emergencies. However, the Itasca County Land Commissioner must be notified within five (5) days of such use, damage or improvement to allow timely assessment of the damage, if any, and to ensure proper reparations and repairs.
 - b. Organic soil material and mineral soil must be left in place on the Licensed Premises unless approved by the Land Commissioner, for which said approval shall not be unreasonably withheld if soil removal is required for the installation of Licensee's utility as part of permitting or other construction requirements.
 - c. On utilities whose presence is not readily visible on or above the ground surface, such as on underground utilities with narrow, unmaintained right-of-ways (i.e. underground telecommunication or electric power lines), the utility location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.
 - d. Upon completion of utility construction or maintenance, Licensee shall restore the Licensed Premises and right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Itasca County Land Commissioner.
 - e. Construction and maintenance of the utility license and system will be performed by Licensee without any cost to Itasca County or the State of Minnesota in trust for the taxing districts.

- f. Licensee must mark all survey markers within the Licensed Premises area prior to utility construction and maintenance. Licensee shall restore at Licensee's expense all survey markers damaged from any activities associated with this License by Licensee or Licensee's contractors.
- g. Licensee shall contact Itasca County 10 days prior to installation and within 10 days following completion of any licensed utility construction or maintenance work.
- h. Licensee shall be responsible for Licensee's employees, agents and contractors receiving and thoroughly understanding all conditions of this License.

23. The contact information for Itasca County and Licensee is as follows:

Itasca County Contacts:	Licensee:
Itasca County Land Department c/o Land Commissioner Kory Cease 1177 LaPrairie Avenue Grand Rapids, Minnesota 55744 Itasca County Auditor County Courthouse 123 NE 4 th Street Grand Rapids, MN 55744	Paul Bunyan Telephone Cooperative 1831 Anne Street NW Bemidji, MN 56601

I/We as **Licensee(s)** hereby acknowledge that I/We have read the contents of the above document entitled Itasca County Utility License and understand its terms and agree to be bound by the conditions set forth therein.

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

This instrument was acknowledged to before me this _____ day of _____, 2023 by _____, as the _____ of Paul Bunyan Telephone Cooperative, Licensee.

(Notary Seal)

Notary Public

.....
WITNESS my hand at Grand Rapids, Minnesota this
_____ day of _____, 2023.

THE STATE OF MINNESOTA IN TRUST
FOR THE TAXING DISTRICTS

By: _____
Austin Rohling, County Auditor

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this _____ day of _____, 2023, by Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

.....
WITNESS my hand at Grand Rapids, Minnesota this
_____ day of _____, 2023.

ITASCA COUNTY LAND COMMISSIONER

Kory Cease

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

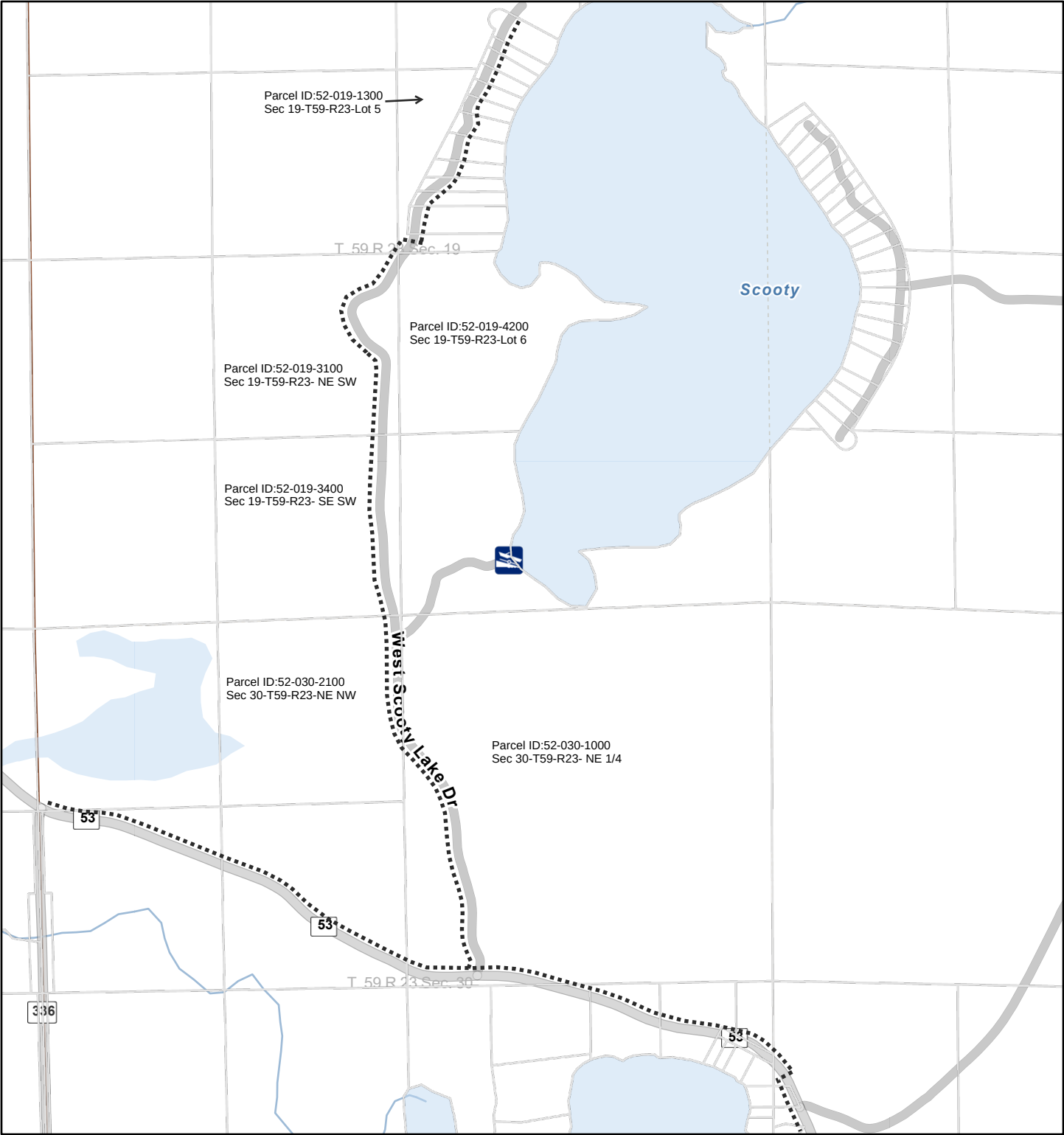
This instrument was acknowledged to before me this _____ day of _____, 2023, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

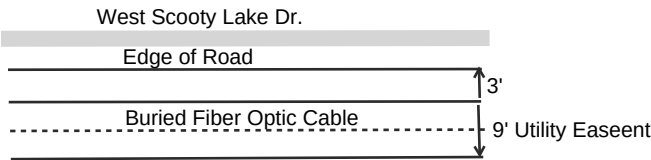
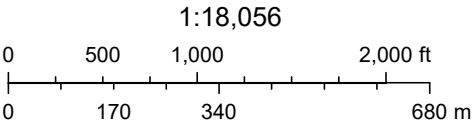
Drafted by: Cindy Shevich, Real Estate Specialist
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

West Scooty Lake Dr



3/27/2023, 5:02:41 AM

-  Tax Parcel
-  Fiber Optic Cable





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3124

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Utility License for Paul Bunyan Telephone Cooperative on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve Utility License for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Sections 20 & 29, Township 59, Range 23 and authorize necessary signatures.

BACKGROUND:

This License is for construction of underground telecommunication lines running parallel with East Scooty Lake Road for a term of 10 years.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. License for E Scooty Lk Rd 20-59-23

06/20/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/27/2023 2:30 PM
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ITASCA COUNTY UTILITY LICENSE

This license ("License") is granted this day of , 2023, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts (hereinafter Itasca County); pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which states the County Auditor with approval of the county board is authorized to grant easements or permits on unsold tax-forfeited land for telecommunications and electric power lines, either by underground cable or conduit or otherwise.

NAME AND ADDRESS OF LICENSEE: Paul Bunyan Telephone Cooperative, 1831 Anne Street NW, Bemidji, MN 56601

LICENSE FEE: Two Thousand Nine Hundred Sixty-six and 80/100ths Dollars (\$2,966.80) (sum of \$366.80 application fee, \$2600.00 land value, and \$0 timber value)

TERM: The initial term of this non-exclusive License shall commence on the date set forth above, and shall end at 12:00 a.m. on . The term of this License is ten (10) years from the date of execution, subject to termination as provided herein.

PURPOSE OF LICENSE: This License is granted unto Licensee, its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon and across and under a strip of land nine (9) feet in width, located no closer than three feet (3') off the edge of the road, known as East Scooty Lake Road and running parallel with the existing road, as determined by the Itasca County Land Department as an acceptable License location and is located on the parcels hereinafter described, to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol underground lines, including the right to erect poles and other telecommunication line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip, under the covenants and agreements of Licensee to use the following described lands:

Located within the following lands as shown on the attached Exhibits heretofore referred to as "Licensed Premises", and whose general location is listed below for reference:

Southwest Quarter of the Southeast Quarter (SW SE), Northwest Quarter of the Southeast Quarter (NW SE), Northeast Quarter of the Southwest Quarter (NE SW), and pt of Government Lot 2 Less the Plat of Scooty Lake East, Section Twenty (20) and Northeast Quarter of the Southwest Quarter (NE SW), Southeast Quarter of the Northwest Quarter (SE NW), and the West Half of the Northeast (W1/2 NE), in Section Twenty-nine (29), all in Township Fifty-nine (59), Range Twenty-three (23).

Licensee shall also have the right of reasonable access to the Licensed Premises for the purposes described herein, over and across real property owned by the State of Minnesota in trust for the taxing districts adjacent to the Licensed Premises, with the specific access location to be designated by Itasca County, as manager of said lands, within a reasonable time upon request by Licensee, its contractors, agents, or assigns.

This License is granted pursuant to and subject to the terms of Itasca County Utility Permit to Construct dated June 6, 2022.

For the purpose of this License, "Utility" means any telephone and electric power line either by underground cable or conduit or otherwise, sewer and water lines, highways, recreational trails, railroads, and pipe lines for gas, liquids, or solids in suspension as authorized by Minn. Stat. 282.04, subd. 4.

DISCLAIMER: Licensee agrees to hold Itasca County and State of Minnesota in trust for the taxing districts harmless in regard to the legal descriptions provided by Licensee. Itasca County is relying on ownership information and license legal descriptions provided by Licensee. The grant herein is limited to parcels owned by the State of Minnesota in trust for the taxing districts. Itasca County makes no representations or warranties as to the ownership of the parcels crossed by this License, and assumes no liability for any errors or costs for corrections in that regard. The License granted herein is limited to the interest of the tax-forfeited trust, if any.

This License is granted subject to the following terms:

1. At the end of the License period and if both parties wish to renew, the renewal fee and time period will be based on Itasca County policy at that time.
2. This License is issued for underground telecommunication line utility purposes.
3. Pursuant to Minnesota Statutes Section 282.04, Subd. 4., this License shall be cancelable upon reasonable notice by Itasca County for violation of any of its terms or if at any time its continuance will conflict with a public use of the land over or upon which it is granted, or for any other reason.

In the event this License is cancelled or terminated under this Paragraph, Licensee shall remove all of Licensee's personal property, at Licensee's expense, from the Licensed Premises within one (1) year from the date of cancellation or termination.

4. If at any time the Itasca County shall deem it necessary to make any improvements or changes on all or any part of the road right-of-way or Licensed Premises on which this licensed utility and their ancillary facilities are located, then and in such event, Licensee shall within 15 days after written notice from Itasca County, or its authorized agent, proceed to alter, change, vacate or remove said utility and their ancillary facilities from the Licensed Premises so as to conform to said road changes and as directed by Itasca County. Such work shall be done without any cost whatsoever to Itasca County and shall be completed within the date specified in said written notice. Licensee shall assume all liability and hold Itasca County harmless from any and all claims of damage of any nature whatsoever occasioned by reason of not having removed said utility and their ancillary facilities within the time specified in said notice.
5. Itasca County, the State of Minnesota, or an authorized lessee thereof, under any minerals exploration lease or mining lease, or their respective successors or assigns, shall have the right to request the removal of the licensed utilities and their ancillary facilities from the Licensed Premises or the area in which they

are situated, upon not less than three (3) years' written notice to the Licensee, to facilitate the mining of minerals or materials located in, under or upon the Licensed Premises. In the event Itasca County, the State of Minnesota, or a lessee under a minerals exploration lease or mining lease requests removal of the utilities and their ancillary facilities from the Licensed Premises, Itasca County shall explore any reasonable alternative location on adjacent or nearby land owned by Itasca County or the State of Minnesota in trust for the taxing districts, for Licensee's relocation, consent for which shall not be unreasonably withheld by Itasca County or the State of Minnesota in trust for the taxing districts. All costs for removal or relocation of Licensees' utilities and their ancillary facilities shall be paid by the Licensee, or its successors or assigns. Itasca County and the State of Minnesota reserve the right to access and remove County and State-owned iron bearing minerals and lean ore materials from Licensed Premises and adjacent lands.

6. Unless otherwise authorized by Itasca County, within one (1) year from the surrender, expiration or cancellation of this License, Licensee shall remove from the Licensed Premises all the utilities and their ancillary facilities owned, installed or maintained by it. If Licensee does not remove such utilities and their ancillary facilities, all such utilities and facilities remaining shall become the property of Itasca County, to be used or disposed of as Itasca County elects. Licensee agrees to pay Itasca County for the costs of removing and disposing of such utilities and their ancillary facilities.
7. Licensee agrees, at its expense, to comply with all federal, state and local laws and regulations, including municipal ordinances, affecting Licensed Premises or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. Licensee shall comply with the requirements of the Wetland Conservation Act of 1991 (Laws of Minnesota 1991, Chapter 354), any amendments thereto, and the rules adopted thereunder. Licensee is bound by the crossing location and installation method as detailed in any associated applications and permits and as approved by the Itasca County. Licensee shall not deviate from the terms and conditions of this License or any applications or permits as approved by the State unless it has first obtained written permission from the Itasca County Land Department and the appropriate permitting authority.
8. If Licensee plans to construct or make any ancillary facilities or other improvements or alterations on the Licensed Premises as necessary or suitable for its operations and use, Licensee must first review those plans with and receive written approval from Itasca County. Any changes, alterations or improvements in or to the Licensed Premises shall be at Licensee's sole expense. Licensee's use of the Licensed Premises shall be supported by all permits required by law, and Licensee shall not operate in violation of any such permits.
9. No timber shall be cut, used, removed or destroyed by Licensee without first obtaining written permission from Itasca County. Licensee must pay for all timber (both mature timber and regeneration) damaged on the Licensed Premises by Licensee prior to incurring the damage. Timber damages will be determined by the Itasca County Land Commissioner and will be based on current market values. Itasca County reserves the right to sell and dispose of, under the provisions of law now or hereinafter governing the sale of timber on county managed lands, all the timber upon the Licensed Premises, and hereby reserves to the purchaser of such timber, or agents and servants of the purchaser, the right at all times to enter thereon, and to cut and remove any and all such timber therefrom, according to the terms of the purchaser's contract with Itasca County, and without let or hindrance from Licensee, but such purchaser shall not unnecessarily or materially interfere with the operations carried on thereon. Itasca County's agreement with a purchaser of the timber shall provide that the purchaser of the timber will agree to assume entire responsibility and liability for all damages and injury to all persons and Licensed Premises whether caused by the purchaser, the purchaser's officers, agents or employees, arising from activities undertaken based on the timber permit or the purchaser's use or occupancy of the Licensed Premises covered by the timber permit.

10. Merchantable timber on Licensed Premises shall be salvaged to the extent practical. Each species must be utilized down to a minimum merchantable top diameter (outside bark) as follows: 3 inches for cordwood material (all species), 6 inches for bolts (all species), 10 inches for saw timber (conifers), and 12 inches for saw timber (hardwoods). All non-merchantable material resulting from clearing operations on Licensed Premises originating from other ownerships shall not be brought, stored or disposed of on Licensed Premises or any county managed lands. Windrow piling or piling of any vegetative materials, including firewood, is also not permitted on said lands. Slash and non-merchantable materials slash originating from any upland site shall not be deposited in wetland areas.
11. Timber on Licensed Premises may be offered for sale by Itasca County and successful purchasers will make advanced payments on said timber. The persons and entities awarded a timber permit, heretofore referred to as permit holder(s), shall have rights to enter upon Licensed Premises to harvest the timber. Licensee must not unduly interfere with timber permit holder activities carried out under authorization of the timber permit.
12. Itasca County, or its agents or contractors, upon reasonable notice to Licensee, shall have the right to enter upon and into said Licensed Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of Licensee, except in cases where emergency entry is necessary to preserve the Licensed Premises and other property.
13. The use of Licensed Premises by Licensee in utility construction or maintenance for which this License is granted shall be subject to the use, sale, or leasing for mineral or other legal purposes. Licensee will not cause any unnecessary hindrance to the activities of Itasca County and shall allow access to and across the Licensed Premises by Itasca County when needed for activities including, but not limited to, general land management, timber management, and recreational or mineral development, whether Itasca County is acting on its own behalf or that of the State of Minnesota in trust for the taxing districts.
14. This License is permissive only. No liability shall be imposed upon or incurred by Itasca County or any of its officers, agents, or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of Licensee or any of its agents, employees, or contractors relating to any matter hereunder. This License shall not be construed as estopping or limiting any legal claim or right of action of any such person against Licensee, its agents, employees, or contractors for any damage or injury resulting from any such act of omission, or as estopping or limiting any legal claim or right of action of Itasca County against Licensee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the license or applicable provisions of law. Licensee shall indemnify and hold harmless Itasca County from all claims arising out of Licensee's use of the Licensed Premises whether such claims are asserted by civil action or otherwise.
15. Licensee shall not without Itasca County's prior written consent: a) assign, convey or otherwise transfer this License or any interest under it; b) sublet the Licensed Premises or any part thereof; or c) permit the use of occupancy of the Licensed Premises or any part thereof by anyone other than Licensee. This License shall extend to, and bind the successors, heirs, legal representatives and assigns of Licensee, if any. Itasca County may require a party who has requested to sublet, use or occupy the Licensed Premises to obtain a separate License from Itasca County prior to occupying or using the Licensed Premises.
16. No delay by Itasca County in enforcing any of the conditions of this License shall operate as a waiver of any of its rights.

17. Licensee will pay when due all taxes and assessments levied against the Licensed Premises or the improvements thereon.

18. **LICENSEE 's Insurance and Indemnification.**

A. LICENSEE agrees to defend, indemnify and hold harmless ITASCA COUNTY and the State of Minnesota in trust for the taxing districts, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of LICENSEE, anyone directly or indirectly employed by them including any and all subcontractors and/or anyone for whose acts and/or omissions they may be liable herein and against all loss by reason of failure of said LICENSEE to perform fully, in any respect, all obligations under this License.

B. LICENSEE agrees at all times during the term of this License to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

a. General Liability shall list ITASCA COUNTY and State of Minnesota in trust for the taxing districts, as additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

b.	Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	<u>Limits</u> \$1,500,000
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c.	Workers' Compensation and Employer's Liability:	Statutory Limits
	If LICENSEE is based outside the State of Minnesota, coverage must apply to Minnesota Laws.	

d.	Employer's Liability	<u>Limits</u>
	Bodily injury by:	
	Accident - Each Accident	\$500,000
	Disease - Policy Limit	\$500,000
	Disease - Each Employee	\$500,000

An umbrella or excess policy over self-insured retentions is an acceptable method to provide the required aggregate insurance amounts.

The above establishes minimum insurance requirements. It is the sole responsibility of LICENSEE to determine the need for and to procure additional coverage that may be needed in connection with this License.

LICENSEE shall not commence work on Licensed Premises, or otherwise occupy Licensed Premises, until it has obtained required insurance and filed an acceptable Certificate of Insurance with ITASCA COUNTY to the attention of Itasca County Land Department, c/o Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744. The Certificate shall:

1. List ITASCA COUNTY and State of Minnesota in trust for the taxing districts as Certificate holder and as additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
2. Be amended to show that ITASCA COUNTY will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

C. LICENSEE also agrees that any contract let by LICENSEE for the performance of the work on Licensed Premises as provided herein shall include clauses that will: (1) require LICENSEE to defend, indemnify and hold harmless ITASCA COUNTY and the State of Minnesota in trust for the taxing districts, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said LICENSEE, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require LICENSEE to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

	<u>Limits</u>
1. Bodily Injury by Accident, each accident	\$500,000
2. Bodily Injury by Disease, policy limit	\$500,000
3. Bodily Injury by Disease, each employee	\$500,000

Note: all states endorsement is required if LICENSEE is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000

Coverages above shall also include:

Premises - Operations

Contractual Liability (including oral and written contracts)

Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:

Combined Bodily Injury and Property Damage:

Each Occurrence Limit

\$1,500,000

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of LICENSEE'S Subcontractor(s) to purchase additional insurance that may be necessary for the Licensed activities.

D. LICENSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

E. In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this License if LICENSEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against LICENSEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.

19. **Liability.** This License shall not be construed as imposing any liability on Itasca County for injury or damage to the person or property of Licensee, or to any other persons or property, arising out of any use of the Licensed Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect, unless such injury or damage results from the gross negligence or intentional acts of Itasca County, or from a breach of this License by Itasca County. Licensee shall indemnify and hold harmless Itasca County from all claims arising out of the use of the Licensed Premises (excepting claims resulting from the gross negligence or intentional acts of Itasca County, from a breach of this License by Itasca County or arising out of use of the Licensed Premises by a third-party who subsequent to the date hereof has been authorized by Itasca County to use the Licensed Premises, or that third-party's agents, employees, heirs or assigns). The exception to Licensee's liability set forth in this paragraph shall be subject to the liability limitations and all defenses and provisions of Minn. Stat. 466 which are specifically retained by Itasca County.

20. Licensee shall acquire necessary rights to surface not owned or managed by Itasca County. It is understood and agreed that in case any interest in the land covered by this License is owned by any entity other than Itasca County or the State of Minnesota in trust of the taxing districts, this License shall not be construed as authorizing any invasion of or trespass upon such other interest, that in case it shall be necessary to make use of any such other interest in connection with any operations hereunder, Licensee shall obtain all necessary legal rights therefore before proceeding therewith, that Licensee shall be liable for all damages to any such other interest caused by any operations hereunder, and that Itasca County shall not incur or be subject to any liability therefore.

21. Crossing of recreational trails, including but not limited to the following snowmobile trails, to-wit: NONE; ATV/OHM and bicycle trails, to-wit: ATV trail opening fall of 2023 located over and across SW1/4 SE1/4, Section 20, and SE1/4 NW1/4, Section 29, all in Township 59, Range 23; and associated spurs as currently exist and including any and all future amendments or additions to their routes:

- a. The location of any crossing of a recreational trail must be approved in advance by Itasca County. Itasca County may provide written instructions as to any specific construction standards to be followed for the crossing of a recreational trail.
- b. Utility construction and maintenance activities shall be conducted in a manner so as to minimize disturbance of safe recreational trail use and to separate the public from work areas. Licensee must provide signs to warn recreational trail users of any construction hazards.
- c. Licensee is responsible for repairing any damage created by Licensee's activities, to a recreational trail in a manner satisfactory to Itasca County.
- d. Prior approval must be obtained from Itasca County Land Commissioner, or their designee, for the cutting or trimming of trees within the recreational trail right-of-way located outside of the Licensed Premises.
- e. Licensee shall notify Itasca County in advance of its intent to perform any utility construction or maintenance operations that cross or fall within a recreational trail right-of-way. Itasca County shall assist Licensee in implementing safe, cooperative usage of the recreational trail right-of-way, including planning and implementation of trail re-routes, if necessary. Licensee may not re-route or close the recreational trail right-of-way without the prior written approval of Itasca County.

22. Additional construction and maintenance specifications:

- a. Utility construction, maintenance and associated activities must be confined to the Licensed Premises. Itasca County agrees to grant temporary permits as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the Licensed Premises without permission from the Itasca County Land Commissioner. The Itasca County Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle-restricted Itasca County trails, or before heavy equipment is moved across the Licensed Premises or other county managed lands not described herein. Prior approval and notification are not required during emergencies. However, the Itasca County Land Commissioner must be notified within five (5) days of such use, damage or improvement to allow timely assessment of the damage, if any, and to ensure proper reparations and repairs.
- b. Organic soil material and mineral soil must be left in place on the Licensed Premises unless approved by the Land Commissioner, for which said approval shall not be unreasonably withheld if soil removal is required for the installation of Licensee's utility as part of permitting or other construction requirements.
- c. On utilities whose presence is not readily visible on or above the ground surface, such as on underground utilities with narrow, unmaintained right-of-ways (i.e. underground telecommunication or electric power lines), the utility location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.
- d. Upon completion of utility construction or maintenance, Licensee shall restore the Licensed Premises and right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Itasca County Land Commissioner.
- e. Construction and maintenance of the utility license and system will be performed by Licensee without any cost to Itasca County or the State of Minnesota in trust for the taxing districts.
- f. Licensee must mark all survey markers within the Licensed Premises area prior to utility construction and maintenance. Licensee shall restore at Licensee's expense all survey markers damaged from any activities associated with this License by Licensee or Licensee's contractors.

- g. Licensee shall contact Itasca County 10 days prior to installation and within 10 days following completion of any licensed utility construction or maintenance work.
- h. Licensee shall be responsible for Licensee's employees, agents and contractors receiving and thoroughly understanding all conditions of this License.

23. The contact information for Itasca County and Licensee is as follows:

Itasca County Contacts:	Licensee:
Itasca County Land Department c/o Land Commissioner Kory Cease 1177 LaPrairie Avenue Grand Rapids, Minnesota 55744 Itasca County Auditor County Courthouse 123 NE 4 th Street Grand Rapids, MN 55744	Paul Bunyan Telephone Cooperative 1831 Anne Street NW Bemidji, MN 56601

I/We as **Licensee(s)** hereby acknowledge that I/We have read the contents of the above document entitled Itasca County Utility License and understand its terms and agree to be bound by the conditions set forth therein.

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

This instrument was acknowledged to before me this _____ day of _____, 2023 by _____, as the _____ of Paul Bunyan Telephone Cooperative, Licensee.

(Notary Seal)

Notary Public

.....
WITNESS my hand at Grand Rapids, Minnesota this
_____ day of _____, 2023.

THE STATE OF MINNESOTA IN TRUST
FOR THE TAXING DISTRICTS

By: _____
Austin Rohling, County Auditor

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this _____ day of _____, 2023, by Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

.....
WITNESS my hand at Grand Rapids, Minnesota this
_____ day of _____, 2023.

ITASCA COUNTY LAND COMMISSIONER

Kory Cease

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

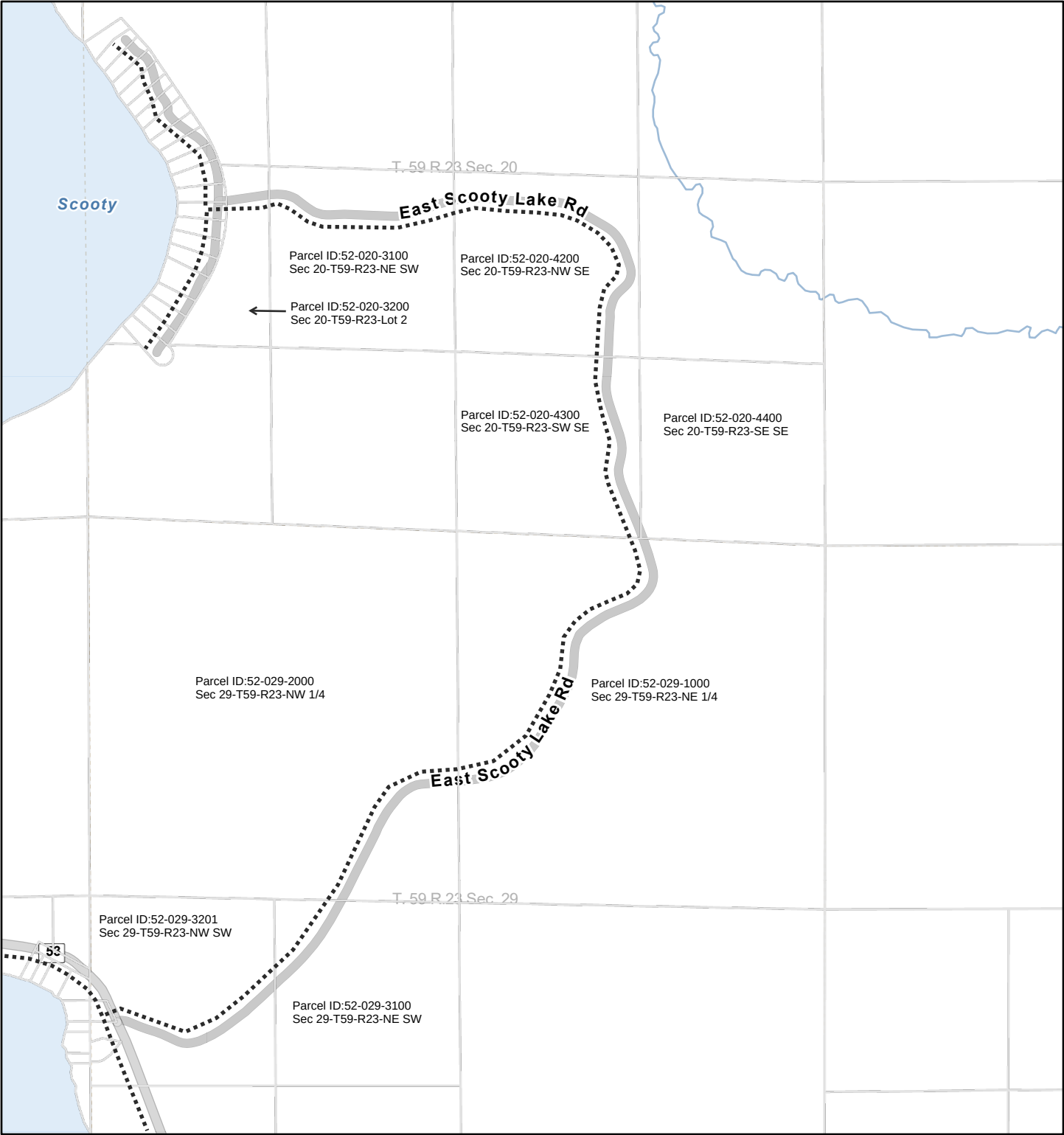
This instrument was acknowledged to before me this _____ day of _____, 2023, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

Drafted by: Cindy Shevich, Real Estate Specialist
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

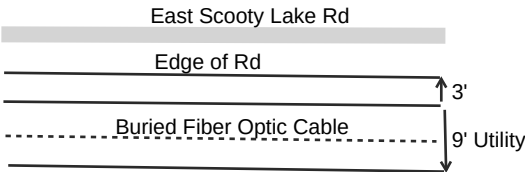
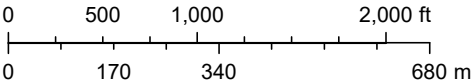
East Scooty Lake Rd



3/27/2023, 2:30:40 PM

1:18,056

- Tax Parcel
- Fiber Optic Cable





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3125

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Utility License for Paul Bunyan Telephone Cooperative on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve Utility License for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Section 3, Township 60, Range 25 and authorize necessary signatures.

BACKGROUND:

This License is for construction of underground telecommunication lines running parallel with County Road 344 for a term of 10 years.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. License for approval 3-60-25

06/20/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/27/2023 2:30 PM
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ITASCA COUNTY UTILITY LICENSE

This license ("License") is granted this day of , 2023, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts (hereinafter Itasca County); pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which states the County Auditor with approval of the county board is authorized to grant easements or permits on unsold tax-forfeited land for telecommunications and electric power lines, either by underground cable or conduit or otherwise.

NAME AND ADDRESS OF LICENSEE: Paul Bunyan Telephone Cooperative, 1831 Anne Street NW, Bemidji, MN 56601

LICENSE FEE: One Thousand Six Hundred Ninety-four and 20/100ths Dollars (\$1,694.20) (sum of \$303.20 application fee, \$1391.00 land value, and \$0 timber value)

TERM: The initial term of this non-exclusive License shall commence on the date set forth above, and shall end at 12:00 a.m. on . The term of this License is ten (10) years from the date of execution, subject to termination as provided herein.

PURPOSE OF LICENSE: This License is granted unto Licensee, its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon and across and under a strip of land nine (9) feet in width, located no closer than three feet (3') off the edge of the road, known as County Road 344 and running parallel with the existing road, as determined by the Itasca County Land Department as an acceptable License location and is located on the parcels hereinafter described, to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol underground lines, including the right to erect poles and other telecommunication line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip, under the covenants and agreements of Licensee to use the following described lands:

Located within the following lands as shown on the attached Exhibits heretofore referred to as "Licensed Premises", and whose general location is listed below for reference:

Government Lot Two (2), Seven (7), Thirteen (13) and the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4), all in Section Three (3), Township Sixty (60), Range Twenty-five (25).

Licensee shall also have the right of reasonable access to the Licensed Premises for the purposes described herein, over and across real property owned by the State of Minnesota in trust for the taxing districts adjacent to the Licensed Premises, with the specific access location to be designated by Itasca County, as manager of said lands, within a reasonable time upon request by Licensee, its contractors, agents, or assigns.

This License is granted pursuant to and subject to the terms of Itasca County Utility Permit to Construct dated June 6, 2022.

For the purpose of this License, "Utility" means any telephone and electric power line either by underground cable or conduit or otherwise, sewer and water lines, highways, recreational trails, railroads, and pipe lines for gas, liquids, or solids in suspension as authorized by Minn. Stat. 282.04, subd. 4.

DISCLAIMER: Licensee agrees to hold Itasca County and State of Minnesota in trust for the taxing districts harmless in regard to the legal descriptions provided by Licensee. Itasca County is relying on ownership information and license legal descriptions provided by Licensee. The grant herein is limited to parcels owned by the State of Minnesota in trust for the taxing districts. Itasca County makes no representations or warranties as to the ownership of the parcels crossed by this License, and assumes no liability for any errors or costs for corrections in that regard. The License granted herein is limited to the interest of the tax-forfeited trust, if any.

This License is granted subject to the following terms:

1. At the end of the License period and if both parties wish to renew, the renewal fee and time period will be based on Itasca County policy at that time.
2. This License is issued for underground telecommunication line utility purposes.
3. Pursuant to Minnesota Statutes Section 282.04, Subd. 4., this License shall be cancelable upon reasonable notice by Itasca County for violation of any of its terms or if at any time its continuance will conflict with a public use of the land over or upon which it is granted, or for any other reason.

In the event this License is cancelled or terminated under this Paragraph, Licensee shall remove all of Licensee's personal property, at Licensee's expense, from the Licensed Premises within one (1) year from the date of cancellation or termination.

4. If at any time the Itasca County shall deem it necessary to make any improvements or changes on all or any part of the road right-of-way or Licensed Premises on which this licensed utility and their ancillary facilities are located, then and in such event, Licensee shall within 15 days after written notice from Itasca County, or its authorized agent, proceed to alter, change, vacate or remove said utility and their ancillary facilities from the Licensed Premises so as to conform to said road changes and as directed by Itasca County. Such work shall be done without any cost whatsoever to Itasca County and shall be completed within the date specified in said written notice. Licensee shall assume all liability and hold Itasca County harmless from any and all claims of damage of any nature whatsoever occasioned by reason of not having removed said utility and their ancillary facilities within the time specified in said notice.
5. Itasca County, the State of Minnesota, or an authorized lessee thereof, under any minerals exploration lease or mining lease, or their respective successors or assigns, shall have the right to request the removal of the licensed utilities and their ancillary facilities from the Licensed Premises or the area in which they are situated, upon not less than three (3) years' written notice to the Licensee, to facilitate the mining of minerals or materials located in, under or upon the Licensed Premises. In the event Itasca County, the

State of Minnesota, or a lessee under a minerals exploration lease or mining lease requests removal of the utilities and their ancillary facilities from the Licensed Premises, Itasca County shall explore any reasonable alternative location on adjacent or nearby land owned by Itasca County or the State of Minnesota in trust for the taxing districts, for Licensee's relocation, consent for which shall not be unreasonably withheld by Itasca County or the State of Minnesota in trust for the taxing districts. All costs for removal or relocation of Licensees' utilities and their ancillary facilities shall be paid by the Licensee, or its successors or assigns. Itasca County and the State of Minnesota reserve the right to access and remove County and State-owned iron bearing minerals and lean ore materials from Licensed Premises and adjacent lands.

6. Unless otherwise authorized by Itasca County, within one (1) year from the surrender, expiration or cancellation of this License, Licensee shall remove from the Licensed Premises all the utilities and their ancillary facilities owned, installed or maintained by it. If Licensee does not remove such utilities and their ancillary facilities, all such utilities and facilities remaining shall become the property of Itasca County, to be used or disposed of as Itasca County elects. Licensee agrees to pay Itasca County for the costs of removing and disposing of such utilities and their ancillary facilities.
7. Licensee agrees, at its expense, to comply with all federal, state and local laws and regulations, including municipal ordinances, affecting Licensed Premises or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. Licensee shall comply with the requirements of the Wetland Conservation Act of 1991 (Laws of Minnesota 1991, Chapter 354), any amendments thereto, and the rules adopted thereunder. Licensee is bound by the crossing location and installation method as detailed in any associated applications and permits and as approved by the Itasca County. Licensee shall not deviate from the terms and conditions of this License or any applications or permits as approved by the State unless it has first obtained written permission from the Itasca County Land Department and the appropriate permitting authority.
8. If Licensee plans to construct or make any ancillary facilities or other improvements or alterations on the Licensed Premises as necessary or suitable for its operations and use, Licensee must first review those plans with and receive written approval from Itasca County. Any changes, alterations or improvements in or to the Licensed Premises shall be at Licensee's sole expense. Licensee's use of the Licensed Premises shall be supported by all permits required by law, and Licensee shall not operate in violation of any such permits.
9. No timber shall be cut, used, removed or destroyed by Licensee without first obtaining written permission from Itasca County. Licensee must pay for all timber (both mature timber and regeneration) damaged on the Licensed Premises by Licensee prior to incurring the damage. Timber damages will be determined by the Itasca County Land Commissioner and will be based on current market values. Itasca County reserves the right to sell and dispose of, under the provisions of law now or hereinafter governing the sale of timber on county managed lands, all the timber upon the Licensed Premises, and hereby reserves to the purchaser of such timber, or agents and servants of the purchaser, the right at all times to enter thereon, and to cut and remove any and all such timber therefrom, according to the terms of the purchaser's contract with Itasca County, and without let or hindrance from Licensee, but such purchaser shall not unnecessarily or materially interfere with the operations carried on thereon. Itasca County's agreement with a purchaser of the timber shall provide that the purchaser of the timber will agree to assume entire responsibility and liability for all damages and injury to all persons and Licensed Premises whether caused by the purchaser, the purchaser's officers, agents or employees, arising from activities undertaken based on the timber permit or the purchaser's use or occupancy of the Licensed Premises covered by the timber permit.

10. Merchantable timber on Licensed Premises shall be salvaged to the extent practical. Each species must be utilized down to a minimum merchantable top diameter (outside bark) as follows: 3 inches for cordwood material (all species), 6 inches for bolts (all species), 10 inches for saw timber (conifers), and 12 inches for saw timber (hardwoods). All non-merchantable material resulting from clearing operations on Licensed Premises originating from other ownerships shall not be brought, stored or disposed of on Licensed Premises or any county managed lands. Windrow piling or piling of any vegetative materials, including firewood, is also not permitted on said lands. Slash and non-merchantable materials slash originating from any upland site shall not be deposited in wetland areas.
11. Timber on Licensed Premises may be offered for sale by Itasca County and successful purchasers will make advanced payments on said timber. The persons and entities awarded a timber permit, heretofore referred to as permit holder(s), shall have rights to enter upon Licensed Premises to harvest the timber. Licensee must not unduly interfere with timber permit holder activities carried out under authorization of the timber permit.
12. Itasca County, or its agents or contractors, upon reasonable notice to Licensee, shall have the right to enter upon and into said Licensed Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of Licensee, except in cases where emergency entry is necessary to preserve the Licensed Premises and other property.
13. The use of Licensed Premises by Licensee in utility construction or maintenance for which this License is granted shall be subject to the use, sale, or leasing for mineral or other legal purposes. Licensee will not cause any unnecessary hindrance to the activities of Itasca County and shall allow access to and across the Licensed Premises by Itasca County when needed for activities including, but not limited to, general land management, timber management, and recreational or mineral development, whether Itasca County is acting on its own behalf or that of the State of Minnesota in trust for the taxing districts.
14. This License is permissive only. No liability shall be imposed upon or incurred by Itasca County or any of its officers, agents, or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of Licensee or any of its agents, employees, or contractors relating to any matter hereunder. This License shall not be construed as estopping or limiting any legal claim or right of action of any such person against Licensee, its agents, employees, or contractors for any damage or injury resulting from any such act of omission, or as estopping or limiting any legal claim or right of action of Itasca County against Licensee, its agents employees, or contractors, for violation of or failure to comply with the provisions of the license or applicable provisions of law. Licensee shall indemnify and hold harmless Itasca County from all claims arising out of Licensee's use of the Licensed Premises whether such claims are asserted by civil action or otherwise.
15. Licensee shall not without Itasca County's prior written consent: a) assign, convey or otherwise transfer this License or any interest under it; b) sublet the Licensed Premises or any part thereof; or c) permit the use of occupancy of the Licensed Premises or any part thereof by anyone other than Licensee. This License shall extend to, and bind the successors, heirs, legal representatives and assigns of Licensee, if any. Itasca County may require a party who has requested to sublet, use or occupy the Licensed Premises to obtain a separate License from Itasca County prior to occupying or using the Licensed Premises.
16. No delay by Itasca County in enforcing any of the conditions of this License shall operate as a waiver of any of its rights.

17. Licensee will pay when due all taxes and assessments levied against the Licensed Premises or the improvements thereon.

18. **LICENSEE 's Insurance and Indemnification.**

A. LICENSEE agrees to defend, indemnify and hold harmless ITASCA COUNTY and the State of Minnesota in trust for the taxing districts, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of LICENSEE, anyone directly or indirectly employed by them including any and all subcontractors and/or anyone for whose acts and/or omissions they may be liable herein and against all loss by reason of failure of said LICENSEE to perform fully, in any respect, all obligations under this License.

B. LICENSEE agrees at all times during the term of this License to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

a. General Liability shall list ITASCA COUNTY and State of Minnesota in trust for the taxing districts, as additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

b.	Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	<u>Limits</u> \$1,500,000
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c.	Workers' Compensation and Employer's Liability:	Statutory Limits
	If LICENSEE is based outside the State of Minnesota, coverage must apply to Minnesota Laws.	

d.	Employer's Liability	<u>Limits</u>
	Bodily injury by:	
	Accident - Each Accident	\$500,000
	Disease - Policy Limit	\$500,000
	Disease - Each Employee	\$500,000

An umbrella or excess policy over self-insured retentions is an acceptable method to provide the required aggregate insurance amounts.

The above establishes minimum insurance requirements. It is the sole responsibility of LICENSEE to determine the need for and to procure additional coverage that may be needed in connection with this License.

LICENSEE shall not commence work on Licensed Premises, or otherwise occupy Licensed Premises, until it has obtained required insurance and filed an acceptable Certificate of Insurance with ITASCA COUNTY to the attention of Itasca County Land Department, c/o Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744. The Certificate shall:

1. List ITASCA COUNTY and State of Minnesota in trust for the taxing districts as Certificate holder and as additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
 2. Be amended to show that ITASCA COUNTY will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. LICENSEE also agrees that any contract let by LICENSEE for the performance of the work on Licensed Premises as provided herein shall include clauses that will: (1) require LICENSEE to defend, indemnify and hold harmless ITASCA COUNTY and the State of Minnesota in trust for the taxing districts, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said LICENSEE, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require LICENSEE to provide and maintain insurance in accordance with the following:

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

	<u>Limits</u>
1. Bodily Injury by Accident, each accident	\$500,000
2. Bodily Injury by Disease, policy limit	\$500,000
3. Bodily Injury by Disease, each employee	\$500,000

Note: all states endorsement is required if LICENSEE is domiciled outside the State of Minnesota.

- b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000
Coverages above shall also include:	
Premises - Operations	

Contractual Liability (including oral and written contracts)
Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:
Combined Bodily Injury and Property Damage:
Each Occurrence Limit \$1,500,000

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of LICENSEE'S Subcontractor(s) to purchase additional insurance that may be necessary for the Licensed activities.

D. LICENSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

E. In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this License if LICENSEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against LICENSEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.

19. **Liability.** This License shall not be construed as imposing any liability on Itasca County for injury or damage to the person or property of Licensee, or to any other persons or property, arising out of any use of the Licensed Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect, unless such injury or damage results from the gross negligence or intentional acts of Itasca County, or from a breach of this License by Itasca County. Licensee shall indemnify and hold harmless Itasca County from all claims arising out of the use of the Licensed Premises (excepting claims resulting from the gross negligence or intentional acts of Itasca County, from a breach of this License by Itasca County or arising out of use of the Licensed Premises by a third-party who subsequent to the date hereof has been authorized by Itasca County to use the Licensed Premises, or that third-party's agents, employees, heirs or assigns). The exception to Licensee's liability set forth in this paragraph shall be subject to the liability limitations and all defenses and provisions of Minn. Stat. 466 which are specifically retained by Itasca County.

20. Licensee shall acquire necessary rights to surface not owned or managed by Itasca County. It is understood and agreed that in case any interest in the land covered by this License is owned by any entity other than Itasca County or the State of Minnesota in trust of the taxing districts, this License shall not be construed as authorizing any invasion of or trespass upon such other interest, that in case it shall be necessary to make use of any such other interest in connection with any operations hereunder, Licensee shall obtain all necessary legal rights therefore before proceeding therewith, that Licensee shall be liable for all damages to any such other interest caused by any operations hereunder, and that Itasca County shall not incur or be subject to any liability therefore.

21. Crossing of recreational trails, including but not limited to the following snowmobile trails, to-wit: NONE; ATV/OHM and bicycle trails, to-wit: NONE; and associated spurs as currently exist and including any and all future amendments or additions to their routes:

- a. The location of any crossing of a recreational trail must be approved in advance by Itasca County. Itasca County may provide written instructions as to any specific construction standards to be followed for the crossing of a recreational trail.
- b. Utility construction and maintenance activities shall be conducted in a manner so as to minimize

disturbance of safe recreational trail use and to separate the public from work areas. Licensee must provide signs to warn recreational trail users of any construction hazards.

- c. Licensee is responsible for repairing any damage created by Licensee's activities, to a recreational trail in a manner satisfactory to Itasca County.
- d. Prior approval must be obtained from Itasca County Land Commissioner, or their designee, for the cutting or trimming of trees within the recreational trail right-of-way located outside of the Licensed Premises.
- e. Licensee shall notify Itasca County in advance of its intent to perform any utility construction or maintenance operations that cross or fall within a recreational trail right-of-way. Itasca County shall assist Licensee in implementing safe, cooperative usage of the recreational trail right-of-way, including planning and implementation of trail re-routes, if necessary. Licensee may not re-route or close the recreational trail right-of-way without the prior written approval of Itasca County.

22. Additional construction and maintenance specifications:

- a. Utility construction, maintenance and associated activities must be confined to the Licensed Premises. Itasca County agrees to grant temporary permits as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the Licensed Premises without permission from the Itasca County Land Commissioner. The Itasca County Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle-restricted Itasca County trails, or before heavy equipment is moved across the Licensed Premises or other county managed lands not described herein. Prior approval and notification are not required during emergencies. However, the Itasca County Land Commissioner must be notified within five (5) days of such use, damage or improvement to allow timely assessment of the damage, if any, and to ensure proper reparations and repairs.
- b. Organic soil material and mineral soil must be left in place on the Licensed Premises unless approved by the Land Commissioner, for which said approval shall not be unreasonably withheld if soil removal is required for the installation of Licensee's utility as part of permitting or other construction requirements.
- c. On utilities whose presence is not readily visible on or above the ground surface, such as on underground utilities with narrow, unmaintained right-of-ways (i.e. underground telecommunication or electric power lines), the utility location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.
- d. Upon completion of utility construction or maintenance, Licensee shall restore the Licensed Premises and right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Itasca County Land Commissioner.
- e. Construction and maintenance of the utility license and system will be performed by Licensee without any cost to Itasca County or the State of Minnesota in trust for the taxing districts.
- f. Licensee must mark all survey markers within the Licensed Premises area prior to utility construction and maintenance. Licensee shall restore at Licensee's expense all survey markers damaged from any activities associated with this License by Licensee or Licensee's contractors.
- g. Licensee shall contact Itasca County 10 days prior to installation and within 10 days following completion of any licensed utility construction or maintenance work.
- h. Licensee shall be responsible for Licensee's employees, agents and contractors receiving and thoroughly understanding all conditions of this License.

23. The contact information for Itasca County and Licensee is as follows:

Itasca County Contacts:	Licensee:
Itasca County Land Department c/o Land Commissioner Kory Cease 1177 LaPrairie Avenue Grand Rapids, Minnesota 55744 Itasca County Auditor County Courthouse 123 NE 4 th Street Grand Rapids, MN 55744	Paul Bunyan Telephone Cooperative 1831 Anne Street NW Bemidji, MN 56601

I/We as **Licensee(s)** hereby acknowledge that I/We have read the contents of the above document entitled Itasca County Utility License and understand its terms and agree to be bound by the conditions set forth therein.

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)

) ss

COUNTY OF _____)

This instrument was acknowledged to before me this _____ day of _____, 2023 by _____, as the _____ of Paul Bunyan Telephone Cooperative, Licensee.

(Notary Seal)

Notary Public

WITNESS my hand at Grand Rapids, Minnesota this _____ day of _____, 2023.

THE STATE OF MINNESOTA IN TRUST
FOR THE TAXING DISTRICTS

By: _____
Austin Rohling, County Auditor

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

This instrument was acknowledged before me this _____ day of _____, 2023, by Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

WITNESS my hand at Grand Rapids, Minnesota this _____ day of _____, 2023.

ITASCA COUNTY LAND COMMISSIONER

Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

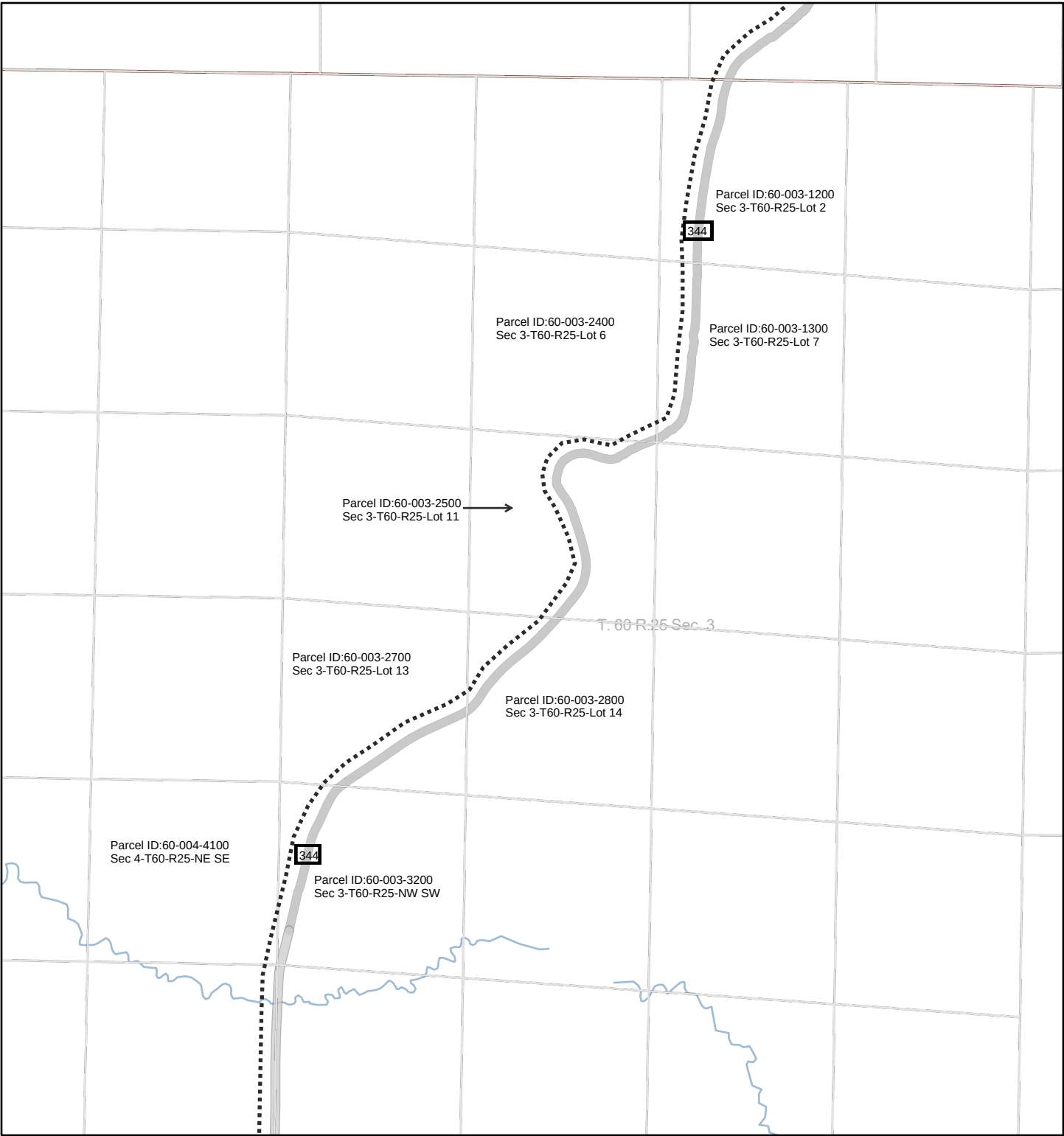
This instrument was acknowledged to before me this _____ day of _____, 2023, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

Drafted by: Cindy Shevich, Real Estate Specialist
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

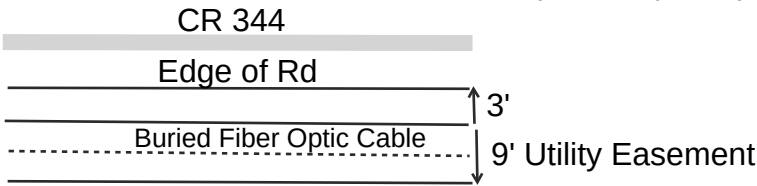
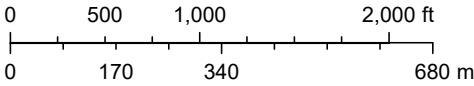
CR 344



3/27/2023, 3:10:52 PM

1:18,056

- Tax Parcel
- Fiber Optic Cable





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2788

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

The Itasca County Board of Commissioners encourages citizen input. Each citizen will be allowed to address the County Board one time for up to three (3) minutes in length. Comments should be directed to the Board as a body. When addressing the Board, please state your name and address for the record. The Board will take all information under advisement. As part of County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a County Board meeting. In addition, no political grandstanding, candidate endorsement, or other attempts to influence the outcome of an election shall be permitted. Any violation of the above statement shall result in the loss of your remaining time.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3144

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Deb Davis

AGENDA ITEM:

Off Sale Liquor License

BOARD ACTION REQUESTED:

Approve New Off Sale Liquor License for Prestige Worldwide 99 Inc dba: Frontier Sport located at 48919 State Highway 38, Marcell MN 56657.

BACKGROUND:

Request for immediate approval to expedite approval from the MN Dept of Alcohol and Gambling and scheduling an inspection of the building by a State Inspector. See Township Resolution attached in support of this request.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. TD3000 - Liquor Licenses in Towns
2. Marcell Township Resolution

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

LIQUOR LICENSES IN TOWNS

While townships do not issue liquor licenses, township boards have the power to consent over whether retail liquor licenses can be issued within the township and, including consenting to the conditions that may be placed on the licensee by the county. This resource will discuss the types of liquor licenses available and the powers provided to township boards related to liquor licenses.

I. TYPES OF LIQUOR LICENSES

It is important to remember that most townships cannot issue liquor licenses, generally, only the counties may issue liquor licenses within townships.¹ No one may sell alcohol without a license,² but the license issued may take one of several forms. There are two broad categories, **on-sale** and **off-sale**. On-sale means that the alcohol is purchased and consumed on the premises, whereas off-sale means that alcohol is purchased on-site, by consumed off-site. The specific types of liquor licenses include:

- (1) off-sale or on-sale 3.2% malt liquor license;³
- (2) temporary on-sale 3.2% malt liquor license;⁴
- (3) annual on-sale intoxicating liquor license;⁵
- (4) seasonal on-sale intoxicating liquor license;⁶
- (5) temporary on-sale intoxicating liquor license;⁷
- (6) off-sale intoxicating liquor license;⁸
- (7) combination off-sale and on-sale intoxicating liquor license;⁹ or
- (8) consumption and display permits.¹⁰

¹ Minn. Stat. § 340A.405, subd. 3 allows urban townships in Ramsey County to issue off-sale intoxicating liquor licenses with the approval of the commissioner to an exclusive liquor store located within the town.

² Minn. Stat. § 340A.401.

³ Minn. Stat. § 340A.403, subd. 1.

⁴ *Id.*, at subd. 2.

⁵ Minn. Stat. § 340A.404, subd. 6(a).

⁶ *Id.*, at subd. 6(b).

⁷ *Id.*, at subd. 10.

⁸ Minn. Stat. § 340A.405, subd. 2(a) & (b).

⁹ *Id.*, at subd. 2(c).

¹⁰ Minn. Stat. § 340A.414.

II. TOWN BOARD CONSENT & REFERENDUMS

The following will discuss the specific requirements for townships when the questions of issuing a liquor license arises. In general, if a county is seeking to issue a liquor license in the town, the township must consent, if the liquor license is for Sunday liquor sales, the town must receive elector approval at an election.

A. Town Board Consent Required

A county may not issue a retail license to sell any alcoholic beverages within a town unless the town board consents to the issuance.¹¹ Retail includes any sale for consumption.¹² This means it is possible for a town to prohibit the sale of alcoholic beverages within the town by refusing to consent to the licenses.

There are other restrictions on a county's issue of liquor licenses as well. For example, a county containing an urban town may not issue an off-sale license to an exclusive liquor store and a county that contains a non-urban town may not issue a combination off-sale and on-sale license, unless the town board adopts a resolution supporting the issuance of the license.¹³ Additionally, a county may not issue an off-sale intoxicating liquor license unless a public hearing is held on the issue.¹⁴

B. Referendum

In all but one instance, a vote of the town electors is **not** required before the board decides whether to consent to a license. The exception is the general vote on the issue of on-sale Sunday sales liquor licenses.¹⁵ A county may not issue an on-sale Sunday sales intoxicating liquor license to establishments in a town unless the electors have authorized it. The question of authorization must be submitted by ballot to the electors at the town election.¹⁶ A special election may **not** be called to ask this question.

Sample Ballot Language

"Shall the county be permitted to issue Sunday sales intoxicating liquor licenses to establishments within the town?"

If a majority of those voting vote yes, general authorization exists for the county to issue on-sale Sunday sales licenses. However, because it is a retail license, consent by the town board would still be required for each license. Once elector authorization is given, subsequent license requests are not submitted to a vote of the people.

¹¹ Minn. Stat. § 340A.410, subd. 1.

¹² Minn. Stat. § 340A.101, subd. 26.

¹³ Minn. Stat. § 340A.405, subd. 2(a) & (b).

¹⁴ *Id.*, at subd. 2(d).

¹⁵ Minn. Stat. § 340A.504, subd. 3(d) & (e).

¹⁶ *Id.*, at subd. 3(d)

III. LICENSE FEES

A town board may impose a retail liquor license fees as allowed by statute.¹⁷ While town boards are not directly involved in setting the county's fees, they are authorized to impose additional fees on a license. The fees received by the town, among other things, help to defray the cost of the additional burdens the licensed establishment may impose on the town (e.g., increased road maintenance needs).

A. On-sale and Off-Sale Intoxicating Liquor Licenses

A town board may impose an additional license fee on each on-sale intoxicating liquor licensed establishment in the town of up to 20 percent of the county license.¹⁸ The imposition of the additional fee should be by resolution and must be preceded by notice and a hearing. A town board may also impose an additional fee of up to 20 percent of the county license fee on off-sale intoxicating liquor licenses.¹⁹ A \$800 cap is imposed on off-sale intoxicating liquor licenses issued by a county.²⁰ It appears the \$800 cap may be exceeded to allow the additional fee imposed by the township.

B. Non-intoxicating Malt Liquor Licenses

The license fee for on-sale and off-sale 3.2 percent malt liquor licenses is set by the county.²¹ The county is required to pay the town board one-half of the fee it receives from such licenses issued in the town.²² Because the town receives one-half of the county's fee, the town cannot impose an additional fee on non-intoxicating liquor licenses.

C. Increasing a Fee

A county, city, or town may not increase the fee for a retail liquor license unless it provides notice to the affected owners and holds a hearing.²³ The notice must be mailed to all the affected owners at least 30 days before the hearing.

A town board wishing to impose an additional license fee should do so by resolution. Furthermore, it should coordinate the holding of the hearing with the county.

¹⁷ Minn. Stat. § 340A.408.

¹⁸ *Id.*, at subd. 2(d).

¹⁹ Minn. Stat. § 340A.405, subd. 2(f).

²⁰ Minn. Stat. § 340A.408, subd. 3(b).

²¹ *Id.*, at subd. 1(a).

²² *Id.*, at subd. 1(b).

²³ *Id.*, at subd. 3a.

**RESOLUTION CONSENTING TO A LIQUOR LICENSE ISSUED
BY _____ COUNTY, MINNESOTA**

WHEREAS, Minnesota Statutes § 340A.410, subdivision 1, states that “a county may not issue a retail license to sell any alcoholic beverage within an organized town unless the governing body of the town has consented to the issuance of the license”;

WHEREAS, the license for (Company Name) _____ is a retail license as defined by Minnesota Statute § 340A.101;

WHEREAS, Minnesota Statutes § 340A.408, subdivision 2(d) states “The town board of a town in which an on-sale establishment has been licensed by a county may impose an additional license fee on each such establishment in an amount not to exceed 20 percent of the county license fee”;

[And/Or if the license is an on-sale, off-sale, or combined]

WHEREAS, Minnesota Statutes § 340A.405, subdivision 2(f) states “The town board may impose an additional license fee in an amount not to exceed 20 percent of the county license fee” on off-sale licenses;

NOW, THEREFORE BE IT RESOLVED, the town board of _____ township, _____ County, Minnesota, consents to a liquor licensed being issued by _____ County in _____ Township;

BE IT FINALLY RESOLVED, the town board issues an additional licensing fee of \$____, which is ____% of _____ County’s licensing fee of \$____.

Passed this _____ day of _____, 20____.

BY THE BOARD

Town Board Chair

Attest: _____
Town Clerk

RESOLUTION TO PLACE SUNDAY LIQUOR SALES ON THE BALLOT OF THE UPCOMING TOWNSHIP ELECTION

WHEREAS, Minnesota Statutes § 340A.504, subdivision 3(d) allows towns to place a question on the ballot of the annual township election for voters to decide on whether the town should adopt a policy allowing for the town board of _____ township to authorize liquor licenses for Sunday liquor sales;

WHEREAS, at the annual town election will be held on the ____ day of March, 20____ the question described in Minn. Stat. § 340A.504, subdivision 3(d) will be submitted to the electors and adopted if passed by a majority of those voting on the question;

NOW, THEREFORE BE IT RESOLVED, _____ township will notify the county auditor that it desires to place the question “Shall the county be permitted to issue Sunday sale intoxicating liquor licenses to establishments within the town?” on the ballot of the following town annual elections.

Passed this _____ day of _____, 20__.

BY THE BOARD

Town Board Chair

Attest: _____
Town Clerk



MARCELL TOWNSHIP

PO Box 141

Marcell, MN 56657

RESOLUTION CONSENTING TO A LIQUOR LICENSE ISSUED BY ITASCA COUNTY, MINNESOTA

Resolution # 6/14/2023

WHEREAS, Minnesota Statutes § 340A.410, subdivision 1, states that “a county may not issue a retail license to sell any alcoholic beverage within an organized town unless the governing body of the town has consented to the issuance of the license”;

WHEREAS, the license for Prestige Worldwide 99, Inc. dba Frontier Sport, is a retail license as defined by Minnesota Statute § 340A.101;

WHEREAS, Minnesota Statutes § 340A.408, subdivision 2(d) states “The town board of a town in which an on-sale establishment has been licensed by a county may impose an additional license fee on each such establishment in an amount not to exceed 20 percent of the county license fee”;

[And/Or if the license is an on-sale, off-sale, or combined]

WHEREAS, Minnesota Statutes § 340A.405, subdivision 2(f) states “The town board may impose an additional license fee in an amount not to exceed 20 percent of the county license fee” on off- sale licenses;

NOW, THEREFORE BE IT RESOLVED, the town board of Marcell Township,

Itasca County, Minnesota, consents to a liquor licensed being issued by Itasca County in Marcell Township;

BE IT FINALLY RESOLVED, the town board issues an additional licensing fee of \$0, which is 0% of Itasca County’s licensing fee.

Passed this 14 day of June 2023.

BY THE BOARD

Town Board Chair

Attest:

Town Clerk



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3147

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Loren Solberg

AGENDA ITEM:

Legislative Update

BOARD ACTION REQUESTED:

Receive a Legislative Update.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

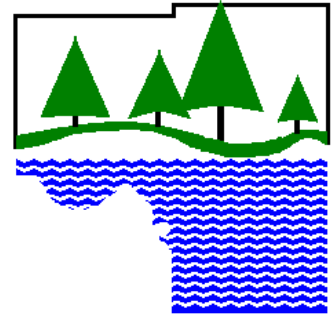
SUPPORTING DOCUMENTATION:

1. 2023 Legislative Priorities FINAL

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY

Courthouse
Administrative Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-7363 Fax (218) 327-2848



Itasca County 2023 Legislative Priorities

- Canisteo Mine Pit – Dewatering efforts.
- Hwy 169 – Support efforts for double lane completion.
- Increased PILT reimbursement.
- Fully fund Probation Officers Reimbursement according to M.S.A. 244.19. Reimbursement to Itasca County should be 50% of salary costs, currently at 26%.
- Increased County Program Aid – direct reduction to property tax.
- Property Valuation Caps – Pass legislation that limits year over year property valuation increases.
- Short-term Rentals: VRBO's/Air B&B – State reform is needed.
- Hill Annex Mine – Support efforts to keep this open.
- State property tax assessed asset valuations cases – aid for Counties in back payments and future liabilities.
- Anoka Regional Treatment Center cost shift to Counties – placements cost County's over \$40,000 per month with little or no input from the County.
- Keeping value-based reimbursement in place without reducing the rates – essential for Skilled Nursing Facilities who have made investments in staff and resources expecting the value-based reimbursement to continue.
- Appropriate reimbursement on ICWA funding based on costs and utilization.
- Require DHS to follow state statute regarding Medicaid/Medicare Advantage/Special Needs Basic Care Procurement processes.
- Place moratorium on cervid farms and transport.
- Continued investment in Broadband focusing on greater MN.

Equal Opportunity Employer



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3148

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Legislative Delegation Luncheon

BOARD ACTION REQUESTED:

Schedule a Legislative Delegation Luncheon with Itasca County legislators, Lobbyist Loren Solberg, County Board members, and Department Heads.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to schedule a Legislative Delegation Luncheon with Itasca County legislators, Lobbyist Loren Solberg, County Board members, and Department Heads on Tuesday, July 25, 2023 beginning at 11:30 AM in the Boardroom of the Itasca County Courthouse.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3150

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Schedule Special Session

BOARD ACTION REQUESTED:

Schedule a Special Session regarding Grand Village.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to schedule a Special Session regarding Grand Village on Tuesday, June 27, 2023 beginning at 12:30 PM in the Boardroom of the Itasca County Courthouse.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3152

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Terry Snyder

AGENDA ITEM:

Scheduling Budget Sessions

BOARD ACTION REQUESTED:

Discuss scheduling budget sessions for the 2024 County budget.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to schedule Budget Work Sessions on Wednesday, July 19, 2023 from 12 noon until 4:30 PM; Monday, July 24, 2023 from 12 noon until 4:30 PM; and Tuesday, July 25, 2023 from 8 AM until 11 AM to discuss the 2024 budget and preliminary levy in the Boardroom of the Itasca County Courthouse.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3102

DEPARTMENT: Administrative Services

TIME REQUESTED: 30 Minutes

PRESENTER: Joe Dasovich, Brian Clark

AGENDA ITEM:

Closed Session per MN Statutes 13D.05, Subd. 3(d) Re: Courthouse Security

BOARD ACTION REQUESTED:

Hold a Closed Session per MN Statutes 13D.05, Subd. 3(d) regarding Courthouse Security.

BACKGROUND:

13D.05 Subd. 3. What meetings may be closed.

(d) Meetings may be closed to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures and to discuss security deficiencies in or recommendations regarding public services, infrastructure and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting. Before closing a meeting under this paragraph, the public body, in describing the subject to be discussed, must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting. A closed meeting must be tape recorded at the expense of the governing body, and the recording must be preserved for at least four years.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 20, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3151

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Matti Adam

AGENDA ITEM:

Closed Litigation Session - Attorney-Client Privilege

BOARD ACTION REQUESTED:

Hold a meeting which may be closed pursuant to Minn. Stat. §§ 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minn. Stat. § 595.02, Subd. 1(b), to consult with its attorney in reference to attorney-client privilege information.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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