



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, June 27, 2023

2:30 PM

Itasca County Boardroom

FINAL

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: Amended Item #5.4 (MnDOT Agreement No. 1046667 - County Road 407 Gunn Road Railroad Crossing Signal) and approved the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, June 20, 2023 County Board Special Session Re: Transportation and the minutes of the Tuesday, June 20, 2023 County Board Work Session.

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

V. CONSENT AGENDA

Motion To: Pull Item #5.2 (Appointment - Park & Recreation Commission), renumber the item as Item #6.9, and approve the Consent Agenda as amended and 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. Appoint Pat Schwartz to the Bowstring Airport Commission fulfilling an unexpired vacancy effective June 27, 2023 through December 31, 2024.

3. Approve and accept the 2023/2024 Housing Support Agreements effective July 1, 2023.
4. Adopt the Resolution Re: MnDOT Agreement No. 1046667, which approves the agreement and authorizes the necessary signatures.
5. 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.
6. 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.
7. 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.
8. 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.

VI. REGULAR AGENDA

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

Congratulations to Rebecca McDonald who accepted a job change from Legal Secretary, County Attorney to Legal Secretary, Probation Department effective June 19, 2023.

Welcome to new employee Kelsey Maust, Social Worker with Itasca County Health and Human Services, effective June 20, 2023.

Welcome to new employee Taylor Peck, Corrections Deputy with Itasca County Sheriff Department, effective June 20, 2023.

Welcome to new employee Kristina Westerberg, Accounting Technician with Itasca County Auditor/Treasurer Department, effective June 25, 2023.

Farewell to Heather Roy whose last day as Assistant County Attorney, Attorney Department will be June 16, 2023 after 6+ years of service.

Farewell to Chris Gunderson whose last day as IT Director, MIS Department will be June 30, 2023 after 3+ years of service.

Farewell to Matt Huebescher whose last day as an Assessor/Appraiser I will be June 30, 2023 after 8 months of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of June 30, 2023, in the amount of \$1,495,281.18.

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

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for June 2023, in the amount of \$1,466,993.32.

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

5. Scheduling Budget Sessions

Motion To: Cancel the Budget Work Session scheduled for July 19, 2023 and schedule a Budget Work Session on Tuesday, August 8, 2023 from 9AM until 1PM to discuss the 2023 budget and preliminary levy in the Boardroom of the Itasca County Courthouse.

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

6. Interim Administrator at Grand Village

Motion To: Approve agreement with HH Operations, Inc. for Interim Administrator Services at Grand Village.

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

7. County Based Purchasing (IMCare) Division Update/Presentation

RN QI/UM Director Amber Silliman provided a County Based Purchasing (IMCare) Division update including information regarding member renewal processes following the completion of the Federal Public Health Emergency.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

8. Community Living Infrastructure (CLI) Grant Addendum

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

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. Appointment - Park & Recreation Commission

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

VII. COMMISSIONER COMMENTS

Commissioner Smith reported on his attendance at a recent Energy Transition Summit.

Commissioner Johnson reported on his attendance at a recent City of Coleraine Planning Commission meeting.

Commissioners Snyder and Johnson provided comment to acknowledge June 27 as National Post-Traumatic Stress Disorder (PTSD) Awareness Day.

Commissioner Ives provided comment regarding the status of the Short-Term Rental Ordinance.

RECESS

Chair Ives recessed the meeting at 3:47 PM.

RECONVENE

Chair Ives reconvened the meeting at 3:53 PM with all members present.

VIII. CLOSED SESSIONS**1. Closed Litigation Session – Attorney-Client Privilege**

Motion To: Go into 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 relative to case 31-CV-20-2149.

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

Others Present: County Attorney Matti Adam, MCIT Claims Representative Jeffrey Hentges (via teleconference), County Auditor/Treasurer Austin Rohling, MCIT Appointed Attorney Jessica Schwie, 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
----------------	--

IX. ADJOURN

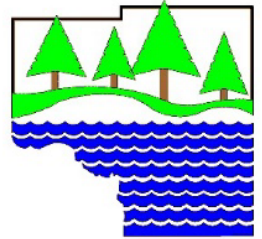
Chair Ives adjourned the meeting at 4:55 PM.

ATTEST

Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



June 27, 2023

Chair:

PULL: None

ADDITIONS: None

CHANGES:

1. Item #5.4 – Amended RBA to read as follows:
Adopt the Resolution Re: MnDOT ~~Detour~~ Agreement No. 1046667, which approves the agreement and authorizes the necessary signatures.

INFORMATIONAL:

1. Item #6.6 – Additional Information



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 20, 2023

2:00 PM

Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:00 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:00 PM
Terry Snyder	District #2	Present	2:00 PM
John Johnson	District #3	Present	2:00 PM
Burl Ives	District #4	Present	2:00 PM
Casey Venema	District #5	Present	2:00 PM

II. REGULAR AGENDA

1. Roundabout Update

Assistant County Engineer Ryan Sutherland provided a construction update regarding the CSAH 3 and 7th Avenue roundabout project, as well as other current projects.

RESULT: INFORMATIONAL - NO ACTION TAKEN

2. Mowing Completion Map

Highway Maintenance Director Kory Johnson provided information regarding the progress of roadside mowing.

RESULT: INFORMATIONAL - NO ACTION TAKEN

III. ADJOURN

Chair Ives adjourned the meeting at 2:28 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
(218) 327-2847

Tuesday, June 20, 2023

2:30 PM

Itasca County Boardroom

DRAFT

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
----------------	--

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
----------------	--

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
----------------	--

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 27, 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
2. APPT Bowstring Airport Commission - P Schwartz

06/20/2023

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

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 27, 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
----------------	--------------------------------	---------------------------------

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

**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 27, 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 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: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. SP 31-00127 Agreement Binder1

06/20/2023

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

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 27, 2023

RESOLUTION 2023-30

RE: MnDOT 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.

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

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27th day of June A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of June A.D. 2023.

Administrator

**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

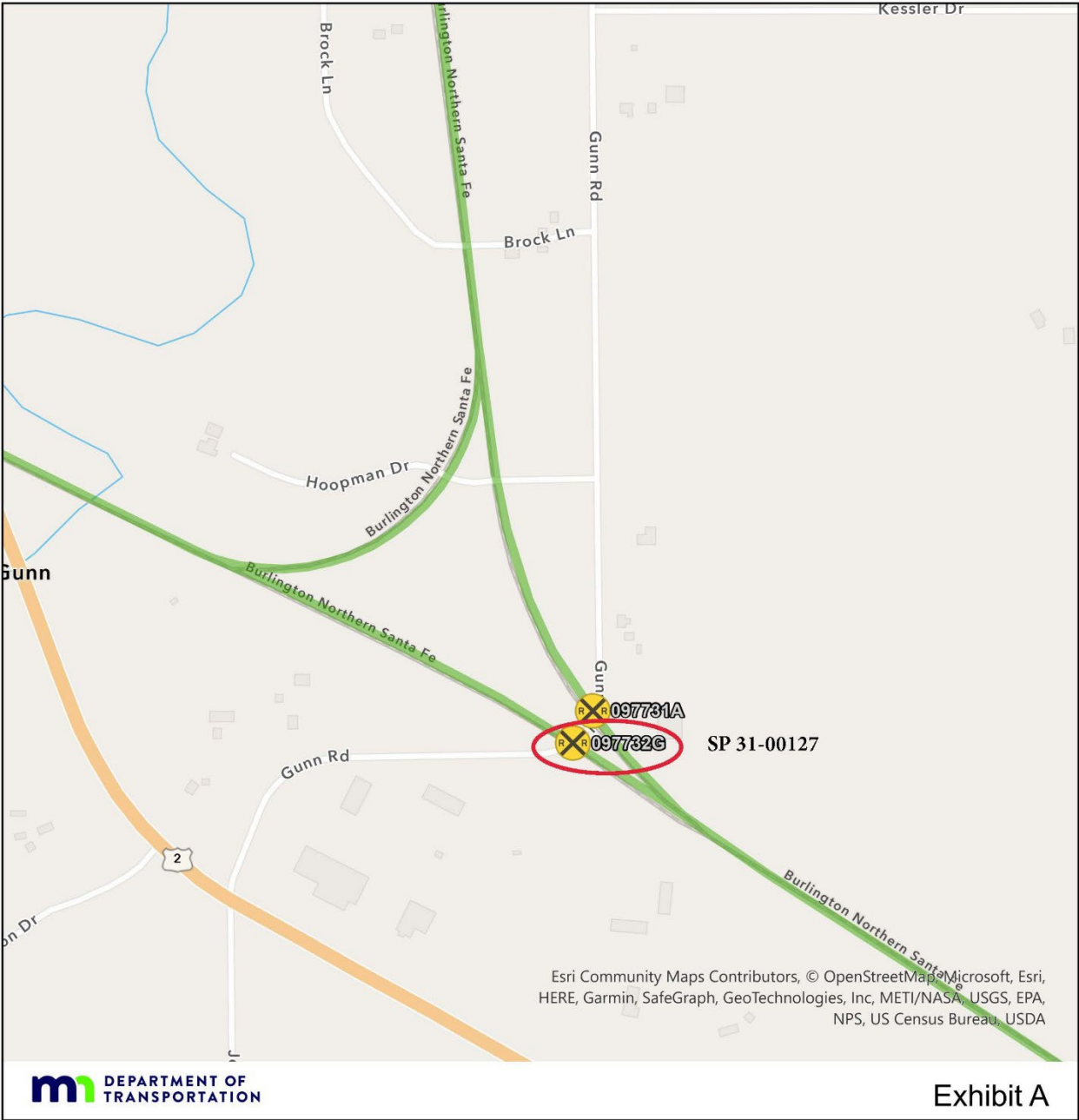


EXHIBIT B

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 27, 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
----------------	--------------------------------	---------------------------------

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

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)

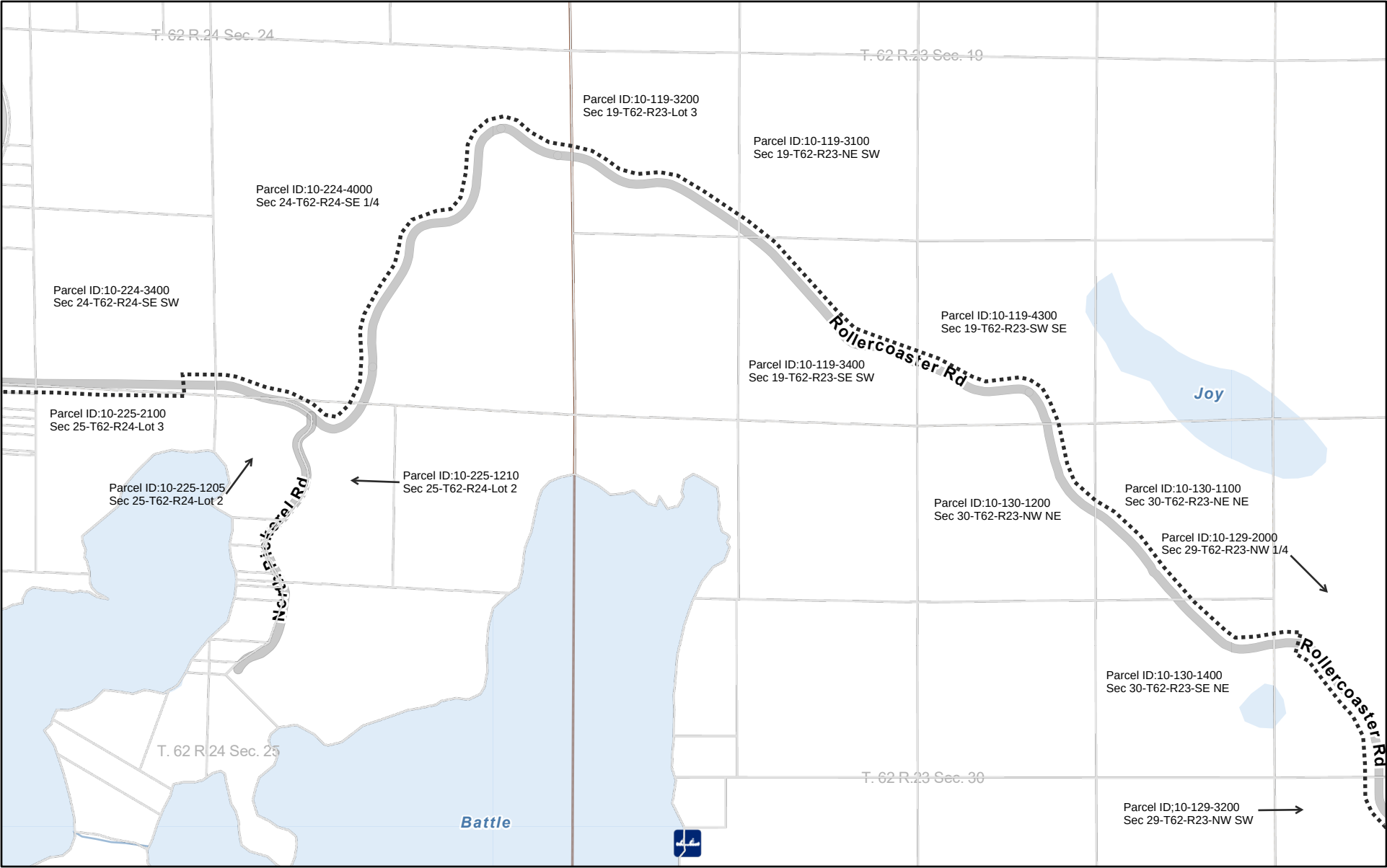
This instrument was acknowledged to before me this _____ day of _____, 2023, by Kory Cease, as Itasca County Land
Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

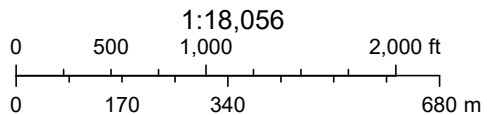
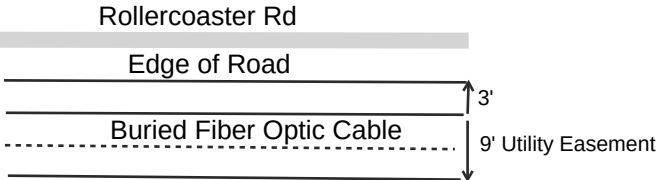
Drafted by: Cindy Shevich, Real Estate Specialist
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

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 27, 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
----------------	--------------------------------	---------------------------------

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

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)

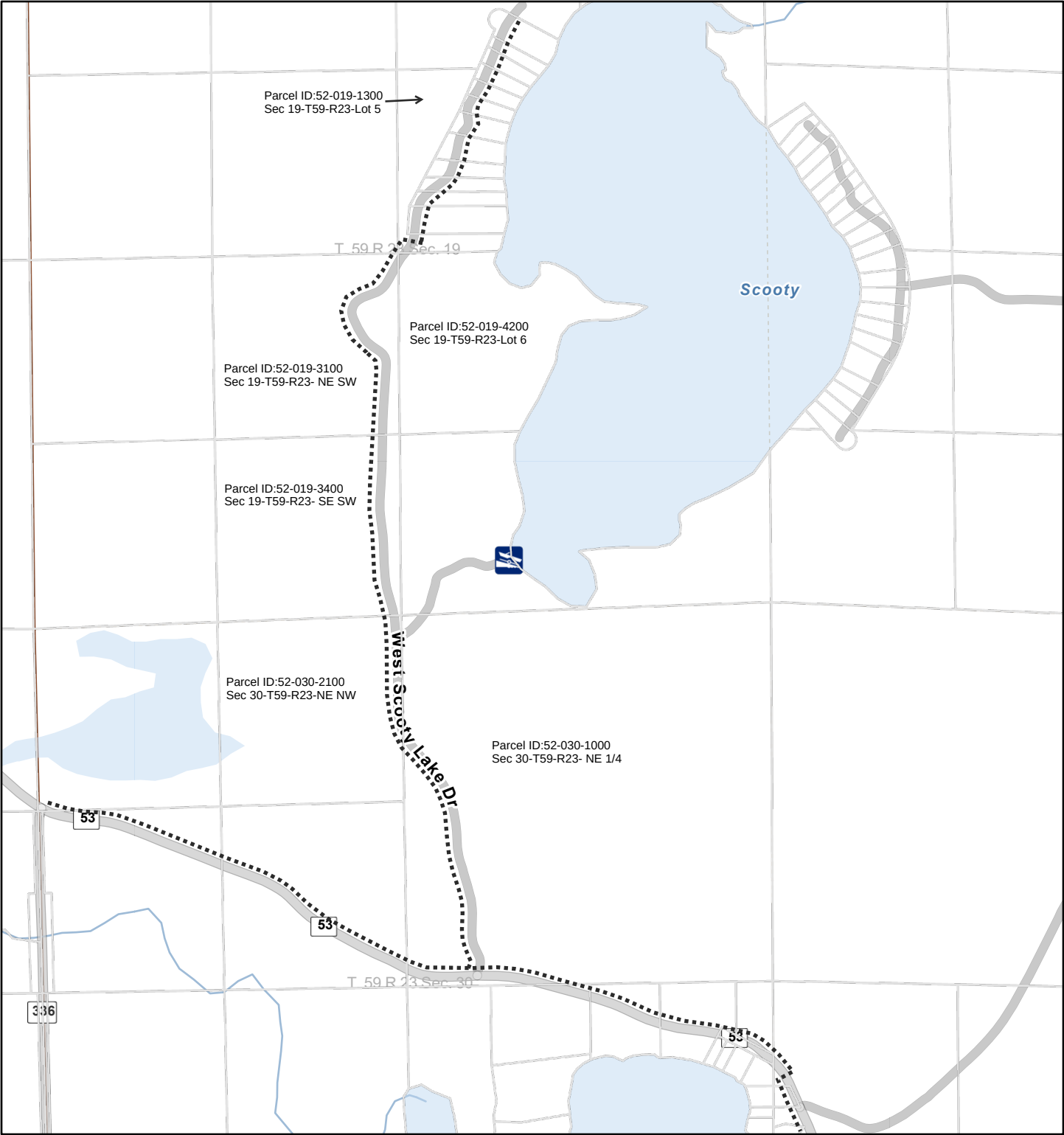
This instrument was acknowledged to before me this _____ day of _____, 2023, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

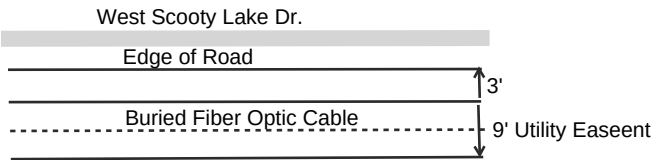
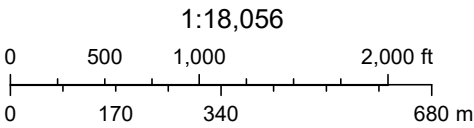
Drafted by: Cindy Shevich, Real Estate Specialist
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

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 27, 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
----------------	--------------------------------	---------------------------------

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

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

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)

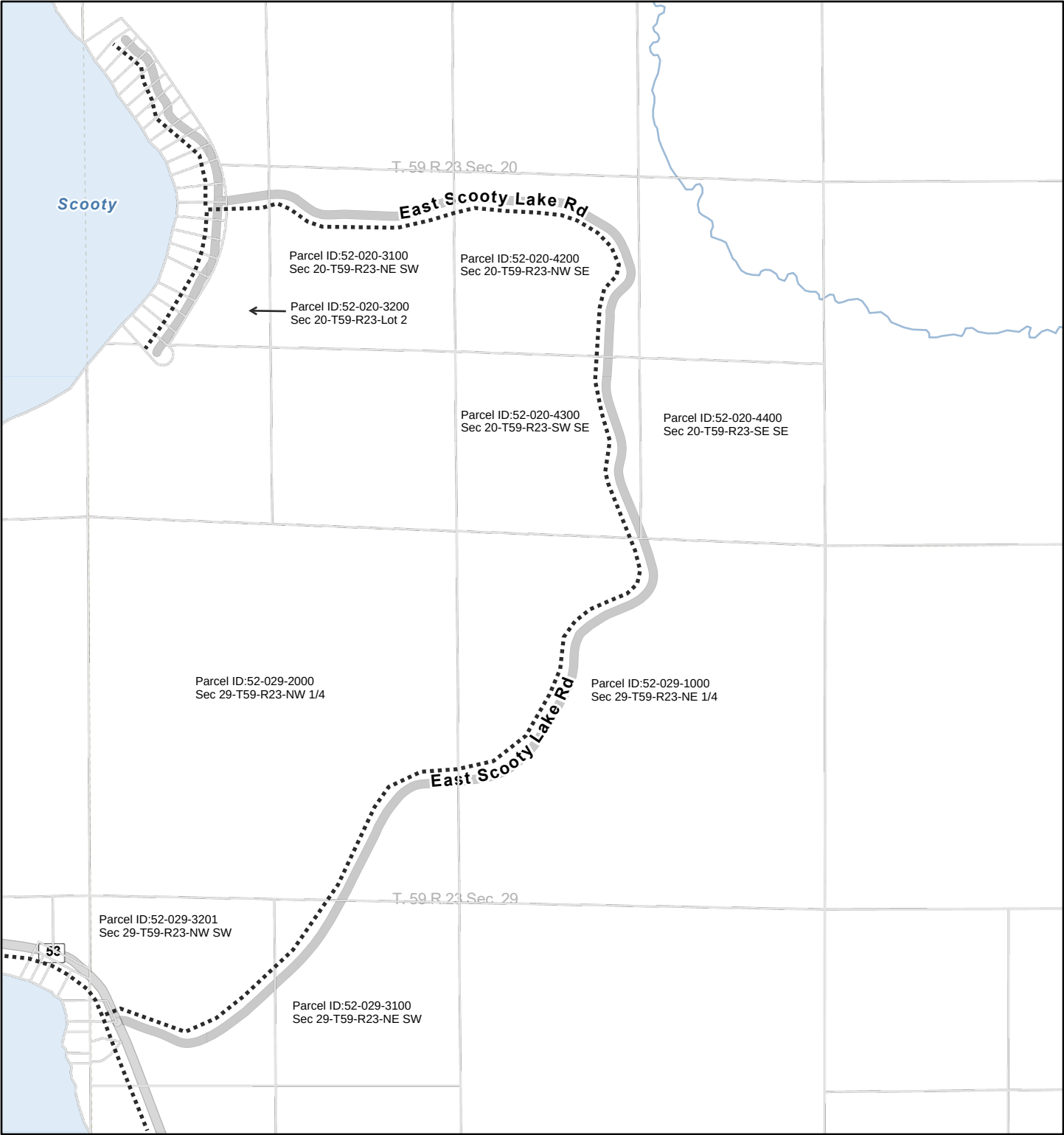
This instrument was acknowledged to before me this _____ day of _____, 2023, by Kory Cease, as Itasca County Land
Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

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

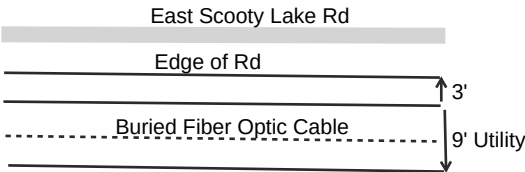
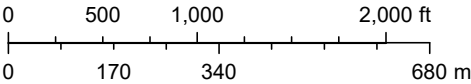
East Scooty Lake Rd



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 27, 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
----------------	--------------------------------	---------------------------------

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

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
----	--	------------------------------

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)

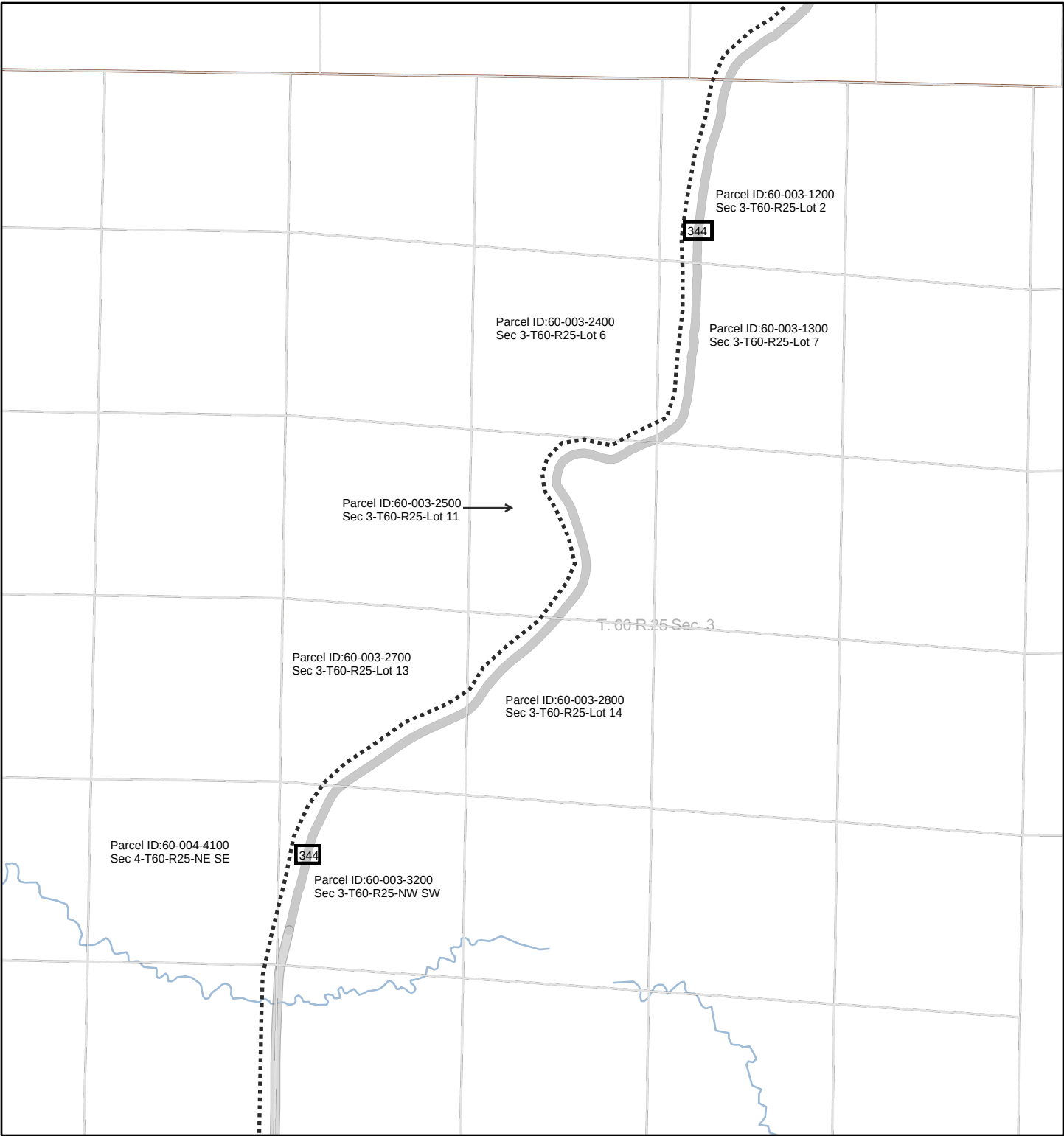
This instrument was acknowledged to before me this _____ day of _____, 2023, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

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

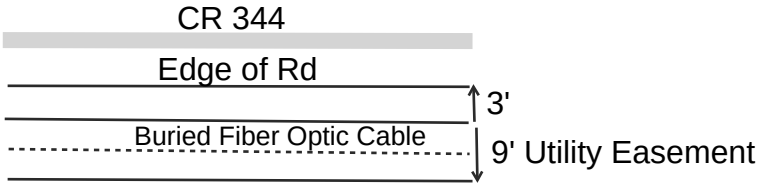
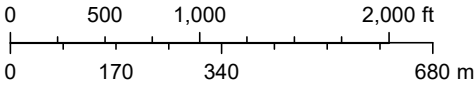
CR 344



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 27, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2789

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
----------------	--



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 27, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3156

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

To recognize those employees who have either experienced a job change, given notice of leaving employment, received commendation, or to welcome any new employees.

BACKGROUND:

- Congratulations to Rebecca McDonald who accepted a job change from Legal Secretary, County Attorney to Legal Secretary, Probation Department effective June 19, 2023.
- Welcome to new employee Kelsey Maust, Social Worker with Itasca County Health and Human Services, effective June 20, 2023.
- Welcome to new employee Taylor Peck, Corrections Deputy with Itasca County Sheriff Department, effective June 20, 2023.
- Welcome to new employee Kristina Westerberg, Accounting Technician with Itasca County Auditor/Treasurer Department, effective June 25, 2023.
- Farewell to Heather Roy whose last day as Assistant County Attorney, Attorney Department will be June 16, 2023 after 6+ years of service.
- Farewell to Chris Gunderson whose last day as IT Director, MIS Department will be June 30, 2023 after 3+ years of service.
- Farewell to Matt Huebescher whose last day as an Assessor/Appraiser I will be June 30, 2023 after 8 months of service.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 27, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2823

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of June 30, 2023, in the amount of \$1,495,281.18.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 27, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2841

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

ICHHS Warrants

BOARD ACTION REQUESTED:

Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for June 2023, in the amount of \$1,466,993.32.

BACKGROUND:

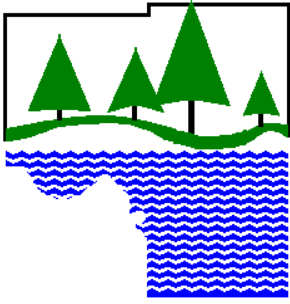
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHS Warrants - June 2023

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



ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

Visit us at : www.co.itasca.mn.us

June 2023

Income Maint/Admin Payments	\$ 179,813.68
Social Services - Waivers	\$ 22,093.53
Social Services - Non-Waivers	\$ 500,385.48
Foster Care/Out of Home/FamilySupport	\$ 563,762.89
Relative Custody/Preventive Placement Costs/Incidentals	\$ 40,206.91
Public Health	\$ 5,079.66
Community Health Board	\$ 155,651.17
Total	\$ 1,466,993.32

Note : The above is a general description of payments made during the month indicated and is not intended to be a detailed itemization. The Community Health Board does not affect the Health & Human Services budget or levy.

June 2023
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison					
	Actual 2023	Actual 2022	Actual 2021	Actual 2020	Actual 2019
January	481,711.66	433,150.76	375,450.87	459,792.92	304,901.00
February	553,117.21	348,631.48	276,036.33	591,619.05	395,125.46
March	549,963.91	390,198.68	470,336.10	503,054.15	481,292.60
April	519,051.04	552,814.60	327,746.28	447,083.94	369,984.89
May	438,535.58	487,698.28	435,540.15	533,038.47	431,360.66
June	563,762.89	585,853.92	453,742.31	382,221.73	511,262.03
July		400,212.87	295,647.79	361,553.69	374,861.55
August		484,467.08	406,809.83	324,126.58	553,349.32
September		499,454.00	351,501.34	388,223.65	454,942.93
October		596,946.77	253,884.89	482,584.01	535,920.86
November		361,433.79	424,163.31	397,425.90	420,910.89
December		510,726.16	280,089.95	351,799.88	222,554.78
Total	3,106,142.29	5,651,588.39	4,350,949.15	5,222,523.97	5,056,466.97

Child Protection Statistics					
	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	36	25	69%	9	36%
February	52	26	50%	9	35%
March	64	29	45%	2	7%
April	64	30	47%	9	30%
May	25	13	52%	10	77%
June	35	26	74%	9	35%
July			#DIV/0!		#DIV/0!
August			#DIV/0!		#DIV/0!
September			#DIV/0!		#DIV/0!
October			#DIV/0!		#DIV/0!
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
	276	149	#DIV/0!	48	#DIV/0!
			average		average

June 2023
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
Northwestern MN Juvenile	-	\$200-\$340/day	\$ 117,195
North Homes	-	\$175 - \$365/day	\$ 109,897
The Bridge Residential Facility	-	\$250/day	\$ 52,750
Northwood	-	\$294-\$331/day	\$ 50,086
Snyders/Foundation for Life	-	\$122/day	\$ 21,163
Arrowhead Juvenile Center	-	\$250/day	\$ 16,874
Mille Lacs Academy	-	\$525/day	\$ 16,263
Northstar	-	\$128/day	\$ 15,019
Port Group Homes	-	\$269/day	\$ 10,333
Little Sand Group Home	-	\$240/day	\$ 10,312
New Trails Group Home	-	\$242/day	\$ 9,673
Go Forward Group Home	-	\$245/day	\$ 7,609
Village Ranch	-	\$175 - \$231/day	\$ 6,733
Lutheran Social Services	-	\$148-\$194/day	\$ 6,608
Lighthouse	-	\$128/day	\$ 5,291
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ -
Crow Wing Community Serv	-	\$295/day	\$ -
Dakota County Juvenile Serv	-	\$325 - \$340/day	\$ -
Evergreen Shelter	-		\$ -
Heartland Girls Ranch	-	\$249 - \$316/day	\$ -
Kidspeace Corp	-	\$266/day	\$ -
Kindred Family Focus	-		\$ -
MCF - Redwing	-	\$260/day	\$ -
MN Dept of Corrections	-	\$269/day	\$ -
Pathfinders Children Treat	-	\$106/day	\$ -
Peace House	-	\$115/day	\$ -
Prairie Lakes Youth Program	-	\$209 - \$239/day	\$ -
Serenity Christian Homes	-	\$256.69/day	\$ -
St Cloud Children's Home	-	\$221/day	\$ -
Volunteers of America	-		\$ -
West Central Juvenile Center	-	\$334/day	\$ -
Woodland Hills	-	\$152 - \$331/day	\$ -
Individuals*	-	\$21 - \$121/day	\$ 107,959
Total			\$ 563,763

*Individuals : Includes Foster Care & Family Support Programs

June 2023
North Homes & Northwestern Placement Breakdown

North Homes							
	Assessment Evaluation	Shelter	Hawkins Home	Boys & Girls Programs	Cottage	Foster	Total
Jan	9,743.95	40,591.98	10,147.20	27,260.40	-	20,115.90	107,859.43
Feb	8,114.60	61,092.98	10,485.44	19,327.26	9,354.00	20,786.43	129,160.71
Mar	26,239.62	52,728.50	10,485.44	19,327.26	12,082.25	13,282.34	134,145.41
Apr	15,499.59	27,061.32	9,470.72	12,383.28	14,175.47	26,098.98	104,689.36
May	-	32,391.58	10,485.44	16,959.58	9,697.48	4,734.32	74,268.40
Jun	8,184.75	28,291.38	10,147.20	32,394.36	26,297.25	4,581.60	109,896.54
Jul							-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	67,782.51	242,157.74	61,221.44	127,652.14	71,606.45	89,599.57	660,019.85

Northwestern							
		Residential	Non-Secure Detention	Secure Detention	Satellite Homes		Total
Jan		59,610.41	9,768.00	53,847.00	8,386.46		131,611.87
Feb		54,809.24	12,180.00	48,900.00	13,580.95		129,470.19
Mar		53,268.00	17,980.00	45,600.00	11,128.88		127,976.88
Apr		69,455.83	53,760.00	22,200.00	13,514.76		158,930.59
May		70,375.57	26,396.00	5,700.00	13,130.87		115,602.44
Jun		57,663.55	27,138.00	18,300.00	14,093.82		117,195.37
Jul							-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	-	365,182.60	147,222.00	194,547.00	73,835.74	-	780,787.34



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 27, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3157

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Scheduling Budget Sessions

BOARD ACTION REQUESTED:

Discuss scheduling additional budget sessions for the 2024 County budget.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Cancel the Budget Work Session scheduled for July 19, 2023 and schedule a Budget Work Session on Tuesday, August 8, 2023 from 9AM until 1PM to discuss the 2023 budget and preliminary levy in the Boardroom of the Itasca County Courthouse.

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 27, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3158

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Interim Administrator at Grand Village

BOARD ACTION REQUESTED:

Approve agreement with HH Operations, Inc. for Interim Administrator Services at Grand Village.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Consulting Agreement-HH-Operations

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

CONSULTING SERVICES AGREEMENT

BETWEEN

HH Operations, Inc

AND

Itasca Nursing Home dba Grand Village

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (Agreement) is made and entered into as of the 1st day of July, 2023 (Effective Date) between **HH Operations** (Consultant), and Itasca Nursing Home dba: Grand Village, a skilled nursing Client (Client).

Recitals

WHEREAS, Consultant is a Licensed Nursing Home Administrator (LNHA); and

WHEREAS, Client desires an interim nursing home administrator upon the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of these Recitals and the promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE AND RELATIONSHIP OF PARTIES.

- A. Scope of Relationship. Consultant will provide services consistent with Section 2 of this Agreement to Client. Client agrees to retain Consultant as an adviser and consultant on nursing home administration, consistent with Consultant's expertise and ability. All of Consultants' agents and/or employees under this Agreement will be qualified and appropriately licensed personnel.
- B. Independent Contractor. The services rendered by Consultant to Client shall be as an independent contractor and this Agreement does not make Consultant the employee, agent or legal representative of Client for any purpose, including without limitation, participation in any benefits or privileges given or extended by Client to its employees. Client shall not withhold for Consultant any federal or state taxes from the amounts to be paid to Consultant and Consultant agrees it is responsible for its own taxes.
- C. Exclusivity. Nothing in this Agreement shall limit or restrict the right of Consultant to engage in other business or consulting agreements, including serving as a consultant to another Client or other entity.

2. CONSULTANT OBLIGATIONS.

- A. Each service provided by Consultant shall be set forth in the Statement of Work (SOW), which shall refer to and be expressly incorporated into this Agreement upon execution by both parties. The first SOW is attached to this Agreement. Each additional SOW shall be in similar format and shall be numbered in succession, such as A-1, A-2, and continuing as necessary. A new SOW will be prepared and signed by both parties when there is a modification to services.
- B. Consultant will provide interim nursing home administrator services to Client.

- C. Consultant shall provide planning for and other advisory services as Client may specifically request.
- D. Consultant shall have no minimum hours per month of consulting services provided to Client and may accept or reject any request by Client for additional consulting services outside the Scope of Work.

3. **CLIENT OBLIGATIONS.**

- A. Compensation. Consultant's rate is \$35,000 per month. Client agrees to make payment in full to Consultant within 30 calendar days of Consultant submitting its invoice to Client. Client agrees to compensate Consultant for a minimum of three (3) months, unless Consultant terminates the agreement before the term of the contract is completed.
 - a. If Client defaults on the terms of payment per this Agreement, Client agrees to pay all of Consultant's costs of collection, including attorneys' fees and court costs. Client further agrees to pay Consultant interest on any unpaid balance due in the amount of eight percent (8%) per annum. Consultant reserves the right to remove its employees, agents and its proprietary and intellectual property, other property or trade secrets from Client's facility immediately due to non-payment.
 - b. Client agrees to reimburse Consultant's travel time to Client at a rate of \$0.655/mile.
 - c. Client shall reimburse Consultant for all pre-approved and necessary expenses incurred by Consultant in carrying out its duties under this Agreement, including but not limited to mileage. Consultant shall submit related receipts and documentation with each request for reimbursement.
- B. Retainer. A retainer in the amount of \$35,000 is due upon the first accounts payable run after acceptance of this Agreement. The retainer is a non-refundable deposit credited against the completion of services. In the event the retainer is not exhausted upon Consultant's completion of services, any remaining funds will be credited/applied to the final invoice.
- C. Recruitment of Consultant's Agents or Employees. Client agrees not to recruit or otherwise attempt to employ Consultant or its agents or employees for any position, facility, or related organization during the terms of this Agreement and for 12 months thereafter. Client further agrees that a failure to abide by this provision will result in Client paying Consultant a one-time payment of the annual salary of the recruited individual within 30 days of Consultant's demand. For those employees who are hourly employees, the liquidated damages shall be computed by multiplying the employee's hourly wage by six hundred (600) hours. Consultant also retains any other remedies against Client as allowed by law.

4. **TERM AND TERMINATION.**

- A. The term of this Agreement shall commence as of the Effective Date and shall continue thereafter for a period of Three (3) months (“Initial Term”) unless earlier terminated pursuant to this Section. At the conclusion of the Initial Term, this Agreement, upon mutual agreement of Parties, may be renewed for successive monthly terms (“Renewal Term”) unless otherwise terminated. Upon renewal of this Agreement, all other terms in existence at the end of the Initial Term shall continue in place.
- B. This Agreement may be terminated as follows:
 - a. Immediately upon mutual agreement of Consultant and Client.
 - b. Notwithstanding any provision in this Section to the contrary, Client or Consultant may terminate this Agreement at any time upon thirty (30) days’ written notice to the other party.
- C. Termination or expiration of this Agreement shall not extinguish any rights to compensation or expenses reimbursement that accrue prior to the termination or are reasonably connected to the termination or any obligations stated in Paragraphs 3 A and B above.
- D. Impossibility of Performance. Neither of the parties shall be deemed to be in default or in violation of this Agreement if prevented from performing any obligation for any circumstance or reason beyond its control, including, without limitation, acts of God or the public enemy, flood, storm, strikes, regulatory or legal delay or restraint. In the event all or a portion of either party’s performance is rendered impossible, the parties shall cooperate with each other and use best efforts to remove the impediment, develop a substitute manner of performing, and provide for interim performance to continue operations.

5. **CONFIDENTIALITY.**

- A. Confidential Information. Confidential Information means information that is not generally known and that is proprietary to either Consultant or Client or that Consultant or Client is obligated to treat as proprietary. This information includes without limitation:
 - i. Trade secret information;
 - ii. Information concerning Client's or Consultant’s business as Client or Consultant has conducted it or as it may be conducted it in the future; and
 - iii. Information concerning any of Client's or Consultant’s past, current or possible future products, including (without limitation) information about Client's or Consultant’s research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing efforts.

- B. Mutual Obligations of the Parties. Any information that either party reasonably considers Confidential Information, or treats as Confidential Information, will be presumed to be Confidential Information. Except as required in its duties to the other party, neither party will use or disclose Confidential Information to any person not authorized to receive it.
- C. Data Privacy and HIPAA. The parties agree to abide by all State and Federal laws and regulations regarding use and disclosure of protected health information of Client's clients and residents. If necessary under HIPAA, the parties will enter into a Business Associate Agreement. Agreement is also subject to the Minnesota Government Data Privacy Act.

6. **LIABILITY COVERAGE.**

- A. Client shall maintain liability coverage of at least \$1,500,000.00 single and \$3,000,000.00 aggregate and provide written proof of same to Consultant upon Consultant's request.
- B. Client shall name Consultant as an additional insured on Client's liability policy for the duration of this agreement.
- C. Consultant agrees to maintain workers' compensation and liability coverage in reasonable amounts as applicable to Consultant's services under this Agreement.

7. **MISCELLANEOUS**

- A. Indemnification. Client shall indemnify and hold Consultant, its agents, officers, directors and employees harmless from any claim(s) or cause(s) of action, and from any loss, expense or attorneys' fees and court costs arising out of or in connection with this Agreement as a result of Consultant's services provided to Client when Consultant uses and relies in good faith on nursing judgment. This Indemnification provision by Client does not apply to any claim(s) or cause(s) of action that result in Consultant's negligence, willful misconduct or dishonesty in the performance of its obligations under this Agreement.
- B. Entire Agreement and Amendments. This Agreement is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding the subject matter of this Agreement. This Agreement may be amended only in a written document, signed by both parties.
- C. Authorization. Each party represents to the other with respect to itself that the execution and performance of this Agreement have been duly authorized by all necessary laws, resolutions, corporate and other action, and this Agreement constitutes the valid and enforceable obligation of each of the respective parties in accordance with its terms. Each party acknowledges entering into this Agreement as their free and voluntary act, under no duress or undue influence.

- D. Third Party Beneficiaries and Subcontractors. The parties acknowledge that, except if expressly stated otherwise, none of the parties nor any of their employees or agents has the power or authority to bind or obligate the other party and there are no third-party beneficiaries of this Agreement. The parties agree that both parties must agree in writing to use of a subcontractor under the terms of this Agreement.
- E. Governing Law. All claims regarding this Agreement are governed by and construed in accordance with the laws of the State of Minnesota.
- F. Dispute Resolution Procedures. Any controversy or claim arising out of or relating to this Agreement or a breach of the Agreement other than non-payment shall be submitted to arbitration. Any arbitration shall occur in Itasca County, Minnesota, in accordance with the rules of the American Arbitration Association. Matters submitted to Arbitration shall be determined by majority vote of the arbitrators or a single arbitrator if agreed to by the parties. The arbitrator's decision shall be final and binding.
- G. Regulatory Approval. The parties agree to cooperate with each other in the event that any regulatory agency shall seek information regarding this Agreement or shall require approval of this Agreement under applicable law or regulation.
- H. Assignment. This Agreement is not assignable, delegable or otherwise transferable by either party in whole or in part without the prior written consent of both parties. This Agreement binds and inures to the benefit of the parties' successors and assigns.
- I. No Waivers; Cumulative Remedies. A party's failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of its rights under this Agreement. Except if expressly stated otherwise, all remedies under this Agreement, at law or in equity, are cumulative and nonexclusive.
- J. Severability. If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties and the remaining portions remain in full force and effect.
- K. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained in them shall in no way be held of deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction of meaning of any provision of or the scope or intent of this Agreement nor in any way affect the Agreement.
- L. Notices. All notices, including notices of address changes, under this Agreement must be sent by registered or certified mail or by overnight commercial delivery to the address set forth in this Agreement by each party as follows:

HH Operations, Inc
Attn: Kyle Hedlund
PO Box 937
Grand Rapids, MN 55744

Itasca County
Brett Skyles, County Administrator
123 NE 4th Street
Grand Rapids, MN 55744

IN WITNESS WHEREOF, the parties execute this Agreement. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party and expressly acknowledges they have read the entire Agreement and understand its terms.

HH Operations, Inc

By: _____ Date: _____
Print Name: _____
Title: _____

Itasca Nursing Home dba: Grand Village

By: _____ Date: _____
Print Name: _____

SCOPE OF WORK

A-1

Essential Consultant Responsibilities:

- 1. Ensures quality of resident care through planning, implementing, evaluating, and delegating authority to appropriate staff to ensure that programs and care are maintained.**
- 2. Prepares budget, and plans, implements and evaluates an integrated financial program with necessary financial controls in order to keep operations within budget.**
- 3. Plans and implements the coordination of recruitment, hiring, training mentorship, retention, and evaluation of staff. Provides leadership in areas of employee and labor relations.**
- 4. Directs and ensures compliance with all required government regulations, (e.g. Federal, State, Local, VA, OSHA, OFCCP, and various licensing agencies).**
- 5. Plans future programs on growth, expansion, building and staffing by identifying objectives through strategic planning.**
- 6. Plans public relations programs to enhance the image of all services in general.**
- 7. Assign Administrator of Record (AOR) with Board of Executives for Long Term Services and Supports to Client for the duration of this agreement.**



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 27, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2851

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

Receive County Based Purchasing (IMCare) Division Update/Presentation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 27, 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
2. CLI Grant Addendum 2023-2025 FULLY EXECUTED

06/20/2023

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

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Terry Snyder

SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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: _____

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

In this Amendment, changes to Original Grant Contract language will use ~~strike through~~ for deletions and underlining for insertions.

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, 2023~~ 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 ~~two hundred and ninety-one thousand and two hundred dollars (\$291,200.00)~~ 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.

DocuSigned by:
By: Angela Lofgren
53AD6200B0B8428...
Date: 6/28/2023

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.

DocuSigned by:
By: Brett Skyles
48CECC8421FD47F...
Title: County Administrator
Date: 6/28/2023

DocuSigned by:
By: Brian Ives
B02632470E064A2...
Title: Commissioner
Date: 6/29/2023

3. STATE AGENCY

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

DocuSigned by:
By (with delegated authority): [Signature]
07F7745352A44BB...
Title: Assistant Commissioner
Date: 6/30/2023

ATTACHMENT A-1

Itasca County

Fiscal Year 2022 – ~~2023~~2025Budget

Category of Funding	Budget	What This Funds
Outreach	\$36,692	\$16,692: Salary and Fringe: Outreach Worker, 4 months @ 1 FTE \$20,000 Other: Outreach to Leech Lake.
Housing Resource Specialist	\$246,000	\$243,000 Salary and Fringe: 1 FTE Housing Resource Specialist (Salary and Fringe) \$3,000 Office equipment
Administration and Monitoring of Housing Support	\$226,000	\$224,800: .5 FTE Administration and Monitoring of Housing Support and CLI grant. \$1,200 Other (please explain): Office Equipment
TOTAL	\$508,692	

Itasca County will be awarded ~~\$291,200~~ **\$508,692** in federal funds in this round of funding for the Community Living Infrastructure Program for fiscal years 2022 – ~~2023~~ 2025. **This funding will cover initiatives in the: 1) Outreach; 2) Housing Resource Specialist; and 3) Administration and Monitoring of Housing Support categories.**



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 27, 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
2. Park & Recreation Commission - Not Appointed - T Saxhaug

06/20/2023

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 27, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3155

DEPARTMENT: Administrative Services

TIME REQUESTED: 30 Minutes

PRESENTER: Jessica Schwie

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 relative to case 31-CV-20-2149.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--