



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 20, 2024

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #6.5 (Upper Mississippi Headwaters (UMHW) Watershed Based Funding Update) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 13, 2024 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve submission of a grant request to MnDOT Aeronautics for Snow Removal Equipment at the Bowstring Municipal Airport in the amount of \$144,876.45 including a local match of \$14,487.65.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/27/2024 2:30 PM

2. Award Contract 65205 for CSAH 52 Grading, Aggregate Base, & Bituminous Surfacing to TNT Construction Group, LLC in the amount of \$2,698,800.00 and authorize the required signatures on the contract documents.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/27/2024 2:30 PM

3. Approve the Cooperative Construction Agreement with the City of Deer River for CSAH 81 (1st Avenue) road improvements.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/27/2024 2:30 PM

4. Approve three Utility Licenses for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Goodland Township and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/27/2024 2:30 PM

5. Approve four Utility Licenses for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Township 59, Range 22, 23, 24 and 25 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/27/2024 2:30 PM

6. Approve two Utility Licenses for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Carpenter and Balsam Township and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/27/2024 2:30 PM

7. Award 2024 Tree Planting Contract to Great Lakes Forestry, LLC in the amount of \$26,560.75 to be paid from Forest Resource Fund 12 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/27/2024 2:30 PM

8. Award 2024 Site Preparation Contract to Future Forests Inc. in the amount of \$62,467.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/27/2024 2:30 PM

9. Adopt the Resolution Re: Nashwauk Multi-use Trailhead Federal Recreational Trails Program Grant Application and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/27/2024 2:30 PM

10. Adopt the Resolution Re: Bass Lake Park and Campground Community Infrastructure Grant Application, and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/27/2024 2:30 PM

11. Adopt the Resolution Re: Popple River Multi-Use Recreational Trail Bridge Federal Recreational Trails Program Grant Application, and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/27/2024 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Legislative Conference Call

A Legislative Conference Call was provided by Senator Justin Eichorn and Itasca County Lobbyist Shane Zahrt.

RESULT: INFORMATIONAL - NO ACTION TAKEN

3. Additional Appointments or Changes to Committees/Commissions/Boards

Motion To: Approve an exchange of appointments to designate Commissioner Burl Ives as the county's delegate on the AMC District II Health & Human Services Policy Committee and

Commissioner John Johnson as the county's delegate on the AMC District II Public Safety Policy Committee, retaining appointment expirations of December 31, 2024 and December 31, 2026, respectively, and request that AMC list Commissioner John Johnson as an interested party on the AMC District II Health & Human Services Policy Committee.

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

4. Environmental Services Year-End Report
Environmental Services Director Katie Benes provided a 2023 Year-End Report from Environmental Services.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMITTEE REPORTS

Commissioner Snyder reported on his attendance at recent Extension Committee, Trails Task Force, Township Association, and Probation Advisory Board meetings, as well as meetings with Bigfork Ambulance and Bigfork Fire.

Commissioner Venema reported on his attendance at a recent Bearville Township meeting.

Commissioner Johnson reported on his attendance at recent Arrowhead Regional Development Commission and Law Library meetings.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding open positions. Visit <https://www.governmentjobs.com/careers/itascamn> for current job openings or visit <https://www.governmentjobs.com/careers/itascamn/jobInterestCards/categories> to complete a Job Interest Card to be notified when new job openings are posted.

IX. COMMISSIONER COMMENTS

X. CLOSED SESSIONS

XI. ADJOURN

Chair Johnson adjourned the meeting at 2:58 PM.

ATTEST



John Johnson
Chair of the County Board



Brett Skyles
Clerk of the County Board



February 20, 2024

Chair:

PULL:

1. Item #6.5 – Upper Mississippi Headwaters (UMHW) Watershed Based Funding Update

ADDITIONS: None

CHANGES: None

INFORMATIONAL:

1. Item #6.4 – Additional Information



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 13, 2024

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Johnson 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: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 6, 2024 County Board Work Session.

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

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as presented.

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

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1055914 with the State of Minnesota for the Runway Obstruction Removals Project (State Project #A3115-11) at the Bowstring Airport in the amount of \$19,000 and authorizes necessary signatures.

2. Schedule the 2024 County Board of Appeal and Equalization meeting on Monday, June 17, 2024 at 3:00 PM with 15 minute appointments available from 3:15 PM until 7:00 PM and on Thursday, June 20, 2024 from 9:00 AM to 1:00 PM, only if necessary, to finalize any items remaining from the initial meeting. No appointments will be scheduled for the Thursday, June 20, 2024 meeting.
3. Reduce the retainage for the CSAH 7 Bituminous Paving project (Contract 60732) from 5% to 1%, resulting in a retainage of \$35,471.96.
4. Approve proposal for Acoustical Improvements to Main Concourse/Training/Meeting area of the Emergency Operations Center (EOC) and approve the request to utilize the Recorder's Technology Fund for said purchase.

VI. REGULAR AGENDA

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

Farewell to Jim Kingen whose last day as Helpdesk Technician with the MIS Department will be February 14, 2024, after 6+ months of service.

Farewell to Darlene Troumbly whose last day as Corrections Deputy with the Sheriff Department was January 18, 2024, after 17 years of service.

Congratulations to Randy Washburn who has accepted a transfer from Facility Management Supervisor to Facilities Worker II, Administrative Services Department, effective February 4, 2024.

Congratulations to Tom Williams who has accepted a promotion from Deputy Sheriff/Road Deputy to Deputy Sheriff/Sergeant, Sheriff Office effective January 21, 2024.

Farewell to Anna Cass whose last day as Administrative Lieutenant with the Sheriff Department will be February 19, 2024, after 16+ years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of February 16, 2024, in the amount of \$1,512,333.46.

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

4. NE MN Home Consortium Advisory Committee Guideline Update
Commissioners discussed the guideline update and request from the NE MN HOME Consortium Advisory Committee.

It was the consensus of the County Board to direct staff to do additional follow-up regarding potential placements on the committee.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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5. American Rescue Plan (ARP) Request – Warba American Legion Campground
Motion To: Approve \$30,000 of American Rescue Plan (ARP) Funding, as requested by the Warba American Legion Campground.
- | | |
|------------------|---|
| RESULT: | APPROVED (5 TO 0) |
| MOVER: | Commissioner Casey Venema |
| SECONDER: | Commissioner Cory Smith |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |
6. Resolution in Favor of Minnesota Taking Action on a Timberwolf Hunting and Trapping Season
Motion To: Adopt the Resolution Re: Authorizing Itasca County to be in Favor of Minnesota Taking Action on a Timberwolf Hunting and Trapping Season.
- | | |
|------------------|---|
| RESULT: | APPROVED (5 TO 0) |
| MOVER: | Commissioner Cory Smith |
| SECONDER: | Commissioner Burl Ives |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |
7. Professional Services Agreement between Itasca County and David Drown Associates, Inc. (DDA)
 Human Resources Director Janet Borth and County Administrator Brett Skyles provided information regarding the request to approve a Professional Services Agreement between Itasca County and David Drown Associates, Inc. (DDA) to undertake a compensation market study in early 2024.
- It was the consensus of the County Board to direct staff to request the addition of benefit comparison services to the contract.
- | | |
|----------------|--|
| RESULT: | INFORMATIONAL - NO ACTION TAKEN |
|----------------|--|
8. Family and Child Services Division 2023 Year End Report
 Family Services Division Manager Becky Lauer provided a Family and Child Services Division update, including information regarding the 2023 Year End Report.
- | | |
|----------------|--|
| RESULT: | INFORMATIONAL - NO ACTION TAKEN |
|----------------|--|
9. Addendum to Canister Site Operation Contract
Motion To: Approve the Addendum to Canister Site Operation Contract.
- | | |
|------------------|---|
| RESULT: | APPROVED (5 TO 0) |
| MOVER: | Commissioner Cory Smith |
| SECONDER: | Commissioner Casey Venema |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |
10. Demolition Landfill RFB
Motion To: Approve the release of Request for Bids (RFB) for the operation of the Itasca County Demolition Landfill and Yard Waste Area.
- | | |
|------------------|---|
| RESULT: | APPROVED (5 TO 0) |
| MOVER: | Commissioner Terry Snyder |
| SECONDER: | Commissioner Burl Ives |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |
11. Itasca Driftskippers Snowmobile Club FRTP Equipment Grant
Motion To: Adopt the Resolution Re: Itasca Driftskippers Snowmobile Club Federal Recreational Trails Program Grant Application and authorize necessary signatures.

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

12. 5 Year Plan for Highway Improvement Projects Presentation

Assistant County Engineer Ryan Sutherland presented the draft 5 Year Plan for Highway Construction. The draft plan is available on the Transportation Department's page of the Itasca County website (<https://www.co.itasca.mn.us/DocumentCenter/View/9661/2024-5-Year-Plan-Draft?bidId=>) for public review and comment until February 29, 2024.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding the upcoming County Board of Appeal and Equalization meeting to be held on Monday, June 17, 2024.

Commissioner Snyder provided comment regarding interest in receiving a 2024 State of Minnesota Department of Transportation Road Project presentation and reported on his attendance at a recent Trails Task Force meeting.

Commissioner Venema reported on his attendance at recent Mesabi Trail and Fairgrounds Task Force meetings, as well as the recent Park & Recreation Annual Dinner, and encouraged the public to visit rural area businesses during this difficult tourism season.

Commissioner Johnson reported on his attendance at a recent ARMER Radio Committee meeting, as well as meetings regarding GIS/County boundaries and transitional changes within the Courthouse as the Correctional Facility/Courts construction project continues.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Johnson adjourned the meeting at 4:07 PM.

ATTEST

John Johnson
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, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3470

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Grant Request for Bowstring Municipal Airport

BOARD ACTION REQUESTED:

Approve submission of a grant request to MnDOT Aeronautics for Snow Removal Equipment at the Bowstring Municipal Airport in the amount of \$144,876.45 including a local match of \$14,487.65.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Bowstring Municipal Airport - SRE Grant Application Package Combined

02/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/27/2024 2:30 PM
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2/20/2024

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

RE: Bowstring Municipal Airport – Snow Removal Equipment Grant Request

Dear Commissioners,

Thank you for the opportunity to assist the Bowstring Municipal Airport with the submission of a grant request to MnDOT Aeronautics to acquire new snow removal equipment (SRE).

Karvakko has been working closely with the Bowstring Municipal Airport and MnDOT Aeronautics to coordinate this grant offer and determine eligible snow removal equipment for the airport. This equipment consists of a new Case IH 100 HP tractor with loader bucket, 84" loader mounted snow blower, and 15' tri-deck pull behind finish mower. The total equipment cost will be \$144,876.45, of which MnDOT will participate a 90% share in (\$130,388.80).

The overall local share for the project will be \$14,487.65. If acceptable, we ask that the board approve to move forward with the grant request to MnDOT Aeronautics. Note, this does not financially bind the county to any agreement. The official grant offer and resolution will be sent out by MnDOT Aeronautics once this grant request is submitted. This is anticipated to occur in the spring of 2024..

Attached you will find the original grant award notice, equipment cost breakdown, and individual equipment quotes for the tractor, snow blower, and mower. If there are any questions, please feel free to contact me at jerry.bolin@karvakko.com or 218-444-8004.

Again, thank you for this opportunity and we look forward to working with you, the Bowstring Municipal Airport, and MnDOT Aeronautics to complete this project.

Sincerely,

Karvakko Engineering, Inc.

Jerry Bolin, P.E.

January 29, 2024
Brett Skyles
Itasca County Administrator

Dear Brett Skyles,

The Minnesota Department of Transportation Aeronautics Office has completed its review and prioritization of Equipment requests for State Fiscal Year 2024 funding from the recent solicitation period.

I am pleased to inform you that: The **Tractor with Mower and snow blower** request, for an estimated total cost of **\$120,000.00** as identified in your State Fiscal Year (SFY) 2024 Equipment Solicitation Request, has been selected to receive a State Grant Offer. MnDOT will execute a Grant Contract under the following conditions:

- These funds have been identified for the equipment identified in this letter and cannot be applied toward another project or piece of equipment at your airport.
- The funds are available to execute the grant during State Fiscal Year 2024 (July 1, 2023 through June 30, 2024). To improve the use of State Airports funds, **we are requiring a complete grant request by March 31, 2024**. If you are not able to make this March 31st deadline, you must work with your Regional Engineer to schedule a submittal date that works for you. If a grant request cannot be submitted by March 31st, or an extended submittal date cannot be agreed upon, you will forfeit the offer and the funds will go back into the State Airports Funds.
- If you plan to move forward with this equipment acquisition project, the following are required by email for a complete grant request:
 - A Grant Request Letter stating the project/funding requested and on sponsor letterhead.
 - A Cost Split detailing the costs of the project in an Excel File that can be found on the MnDOT Aero website: <http://www.dot.state.mn.us/aero/airportdevelopment/forms.html>
 - A quote for the equipment with a cost breakdown of the equipment including all attachments.
 - If you are trading in equipment previously purchased with a State Grant, please provide us the details of the trade-in.
 - We will reach out if further explanation or documentation is needed.
- Once these documents are received and approved, MnDOT will encumber funds and a grant contract will be sent to you for signature. No reimbursement can be made until a fully executed (signed) Grant Contract has been completed.
- Reminder about equipment grants:
 - Equipment grants will not be amended once the grant has been executed.
 - Add-on warranties are not eligible costs for equipment grants.
 - Administration costs (including consultant services) are not eligible for equipment grants.
 - Equipment purchased with this funding is for airport use only.
 - Maximum of \$200,000 state funds per piece of equipment.

Please communicate with me at your convenience if you wish to proceed with the project, but no later than February 29th, 2024. If you no longer wish to pursue funding for the identified project in State Fiscal Year 2024, please notify me as soon as possible. Below is a summary of the deadlines outlined above:

1. February 29th, 2024 – respond to this letter and communicate intent to pursue this equipment grant.
2. March 31st, 2024 or approved extended submittal date – submit complete grant request documents to Regional Engineer.
3. April 1st, 2024 – selected equipment that have not met deadlines 1 and 2 will forgo the funds back to the State Airport Fund.

Let me know if any questions or concerns.

Sincerely,

Daniel Boerner
dan.boerner@state.mn.us

February 20th, 2024

Mr. Dan Boerner, PE
Regional Airport Engineer
MnDOT Department of Aeronautics
395 John Ireland Blvd
Main Stop 410
St. Paul, Minnesota 55155-1800

Subject: **State Grant Request – Bowstring Municipal Airport
Acquire Tractor, Snow Blower, and Finish Mower**

Dear Mr. Boerner,

On behalf of the Bowstring Municipal Airport, this request is being made for a State Grant for the above referenced project at the Bowstring Municipal Airport. The Grant request items are:

Grant Item	Total Amount	State Share	Local Share
Itasca County – Bowstring Airport / Trueman Walters Equipment Purchase	\$144,876.45	\$130,388.80	\$14,487.65
Total Project Cost	\$144,876.45	\$130,388.80	\$14,487.65

The total amount of State dollars being requested is \$130,388.80

The following items are attached to this grant request letter to assist in the processing of this application:

- Trueman Walters – Case IH Farmall Tractor Quote
- Trueman Walters – Erskine Attachments Snow Blower & Power Pack Quote
- Trueman Walters – Bush Hog TDC-1500 Mower Quote

Please contact me at (218) 327-7363 if you have any questions regarding this request.

Sincerely,

Brett Skyles, County Administrator
Itasca County

cc: Michael Karvakko, Karvakko Engineering, Inc.
 Jerry Bolin, Karvakko Engineering, Inc.
 Lisa Randall, CEDA

BOWSTRING MUNICIPAL AIRPORT		
SRE QUOTE		
Tractor	Case IH Farmall 100C with Loader	\$87,560.50
Mower	Bush Hog TDC-1500	\$27,970.00
Snowblower	Erskine Power Pack/Blower	\$29,345.95
Total		\$144,876.45



1600 Hwy 55E Buffalo MN, 55313
Phone: (763) 682-2200
Fax: (763) 682-6141
Cell: (763) 286-3658
Email seth@welters.net

Today's Date: 01/26/2024

Contract Release : T-628(5)
Contract Number : 224606
Vendor Number: 193702

Sales Contact
Seth Strehler

Quote Expires
State Contract
2/29/2024

Quote For: Bowstring Airport
Case IH Farmall 100C with Loader

Part #	Qty.	Description	Price
	1	Farmall 100C HI-LO 24Speed	\$99,529.00
X99811X	1	-CIH PKG STANDARD	(\$4,917.00)
744588	1	Deluxe Cab	\$ -
332850	1	Delux Fabric Seat w/Air Susp	\$ -
759176	1	Hand Brake	\$ -
334278	1	PTO Switch External	\$ 566.00
390832	1	EDC HPL	\$ -
762169	1	2 MMV w/3 Function Diverter	\$ 2,739.00
8239404	1	14.9R24 R1W	\$ 2,658.00
8365404	1	18.4R34 R1W	\$ 4,712.00
744674	1	Dynamic Front Fenders	\$ 879.00
743599	1	Rear Fenders (30-34)	\$ -
336744	1	HD Self Leveling Ldr +SSQA	\$ 10,006.00
336750	1	84" Bucket	\$ 1,158.00
391192	1	120Amp Alternator	\$ -
390215	1	Less Front Carrier and Weights	\$ -
334992	1	Std+30AH+Horn+ACS	\$ -
330470	1	4 x 110 lb Rear Wheel Weights	\$ 785.00
763066	1	USA English Fuel Cooler	\$ -

		Sub Total	\$118,115.00
		30% State Contract Discount	\$ (35,434.50)
		SubTotal	\$82,680.50
		Sales Tax	ST3 Form
LED Strobe Kit with Install	1	NON CONTRACT SHOP DIA KIT	\$1,000.00
		Inbound Freight	\$2,930.00
		Customer delivery	\$950.00
		Tractor Grand Total	\$ 87,560.50

Sign & Date Here To Approve

PO#



1600 Hwy 55E Buffalo MN, 55313
Phone: (763) 682-2200
Fax: (763) 682-6141
Cell: (763) 286-3658
Email seth@welters.net

Today's Date: 01/26/2024

Contract Release: T-632(5)
Contract Number: 227407
Vendor Number: 0000193702

Quote For: Bowstring Airport
Bush Hog TDC-1500

Sales Contact
Seth Strehler

Quote Expires
State Contract
3/31/2024

Product	Qty.	Description	Price
1	TDC -1500 Tri Deck Mower	\$ 37,100.00	
Cutting Width	15 Feet		
Cutting Height (1/4" incr.)	1-5"		
Minimum Tractor PTO HP	30 HP		
Tractor PTO Speed	540 RPM		
Hitch	Cat 1 or 2 Drawbar		
Number of Blades Per Deck (Total)	3 per deck 9 total		
Blade Tip Speed	16863 FPM		
Center Deck Cutting Width (ft.)	6 Feet		
Wing Deck Cutting Width (ft.)	6 Feet		
Deck Overlap Adjustment (in.)	6 Inches		
Degree of Cutting Attitude (Flex)	30° Up / 15° Down		
Deck Thickness	8 Gauge		
Splitter Gearbox HP	80 HP		
Mower Deck Gearbox HP	50 HP		
Deck Lift Cylinders (in.)	21/2" x 10" Single Acting		
Main Driveline	Cat 6 Constant Velocity with Slip Clutch		
Hydraulics	3 - Single Action		
Transport Width (ft.)	8.1		
Transport Length (ft.)	12.2		
Transport Height (ft.)	7.7		
Overall Width (ft.)	15.2		
Max. Overall Length (ft.)	13		
Deflector Type	Rear Safety Chains Std		
Transport Tires (2) / Deck Tires (12)	201/2 x 8 - 10 Highway Rated / 11 x 4.00 - 5NHS		
Weight	2874 pounds		

Sub Total	\$ 37,100.00
30% Contract Discount	\$ (11,130.00)
Total	\$ 25,970.00
Dealer Setup / Inbound Freight	\$ 2,000.00
Tax	ST3 Form
Grand Total	\$ 27,970.00

Sign & Date Here To Accept Quote PO#



1600 Hwy 55E Buffalo MN, 55313
Phone: (763) 682-2200
Fax: (763) 682-6141
Cell: (763) 286-3658
Email seth@welthers.net

Today's Date: 01/31/2024

Sales Contact
Seth Strehler

Quote Expires
30 Days

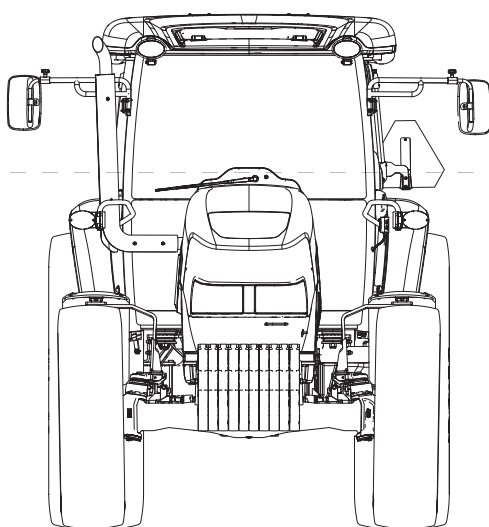
Quote for: Bowstring Airport
Erskine Power Pack/Blower

	Qty.	Description	Price
901869	1	SB360X Snowblower 84" w/ HP35 Power Unit	\$ 27,395.00
310948	1	Optional Hose 18'	\$ 520.00

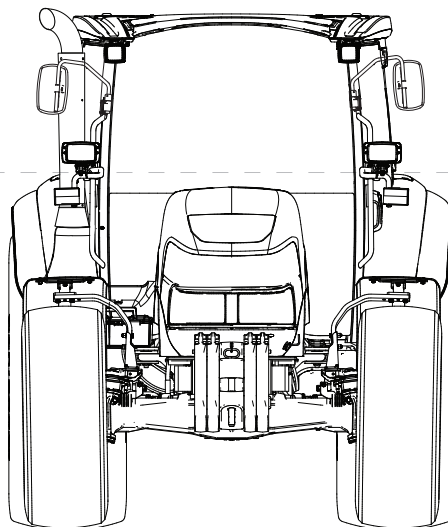
		Sub Total	\$ 27,915.00
		15% Municipal Discount	\$ (4,187.25)
		Total	\$ 23,727.75
		Freight	\$ 500.00
Hoses Fittings Front-Rear		Misc Hoses/ Fittings/Brackets	\$ 3,500.00
Hydraulic Oil	36 Gal	36 Gallons Hydraulic Oil @ 19.95 Per gal	\$ 718.20
		Tax	ST3 FORM
		Setup Labor	\$ 900.00
		Grand Total	<u>\$ 29,345.95</u>

Approve here to accept order Date

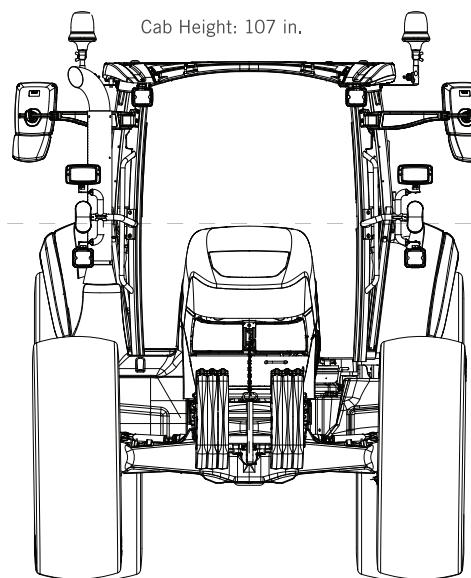
Cab Height: 106 in.
Non-Cab: 103 in.



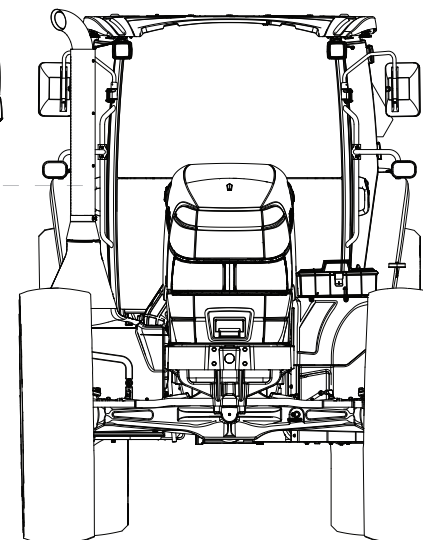
Cab Height: 102 in.
Non-Cab: 109 in.



Cab Height: 107 in.



Cab Height: 110 in.
Non-Cab: 117.3 in.



STANDARD MEDIUM UTILITY

MODELS 95A/105A/115A

- 8,000 lb. class
- 2WD Wheelbase: 91 in.
- MFD Wheelbase: 89 in.
- Configurations:
 - Cab or non-cab, 2WD/MFD
 - Low-profile/poultry
- Emissions Treatment
 - Selective catalytic reduction (SCR) with cooled exhaust gas recirculation (CEGR). *No regeneration.*

DELUXE MEDIUM UTILITY

MODELS 90C/100C/110C/120C

- 8,000 lb. class
- 2WD Wheelbase: 92 in.
- MFD Wheelbase: 90 in.
- Configurations:
 - Cab or non-cab, 2WD/MFD
- Emissions Treatment
 - Selective catalytic reduction (SCR) with cooled exhaust gas recirculation (CEGR). *No regeneration.*
 - Selective catalytic reduction (SCR) with diesel oxidation catalyst (DOC). *No regeneration.* (with 24×24 Hi-Lo transmission).

PREMIUM MEDIUM UTILITY

MODELS 110U/120U

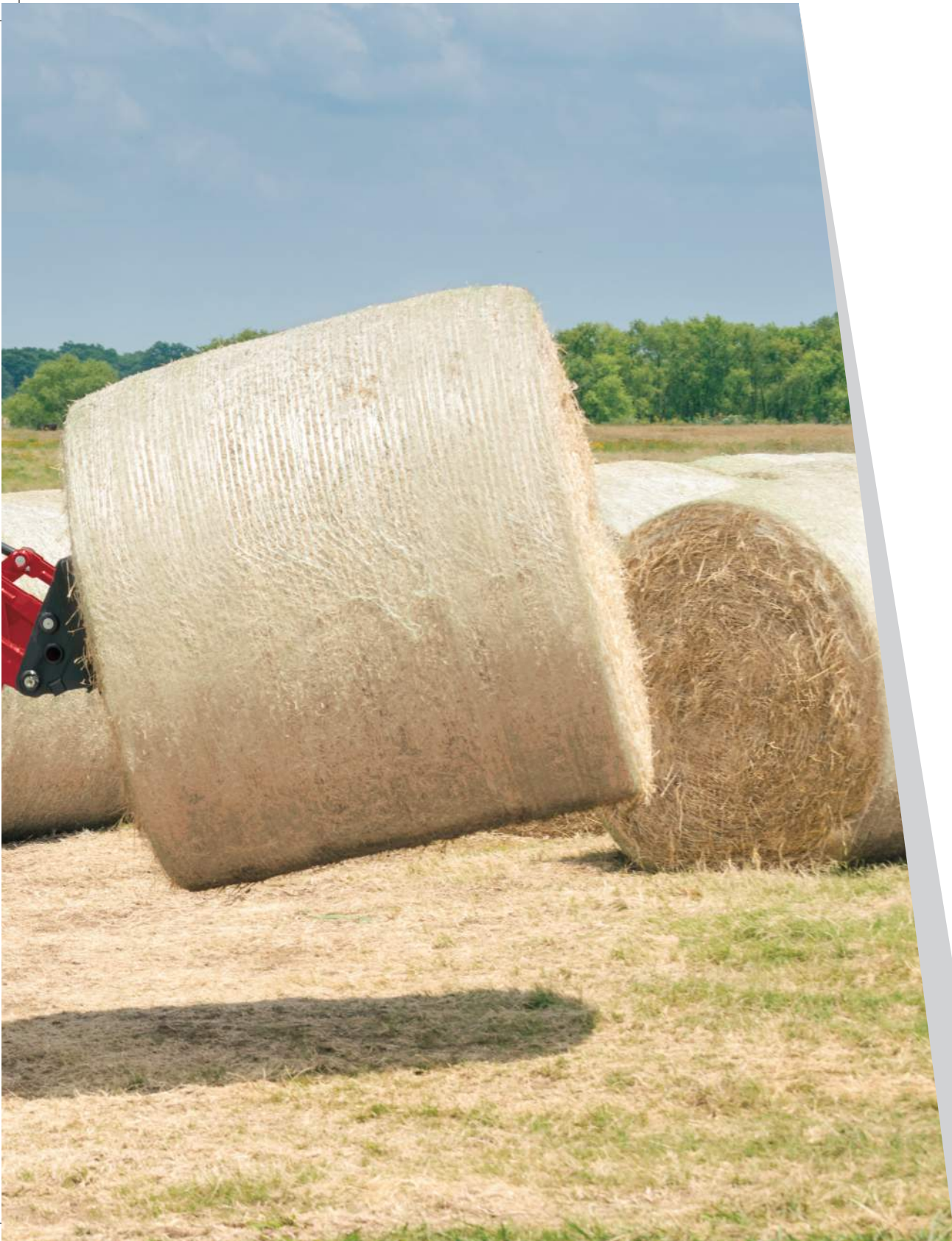
- 10,000 lb. class
- MFD Wheelbase: 93.7 in.
- Configurations:
 - Cab, MFD
- Emissions Treatment
 - Selective catalytic reduction (SCR) with cooled exhaust gas recirculation (CEGR). *No regeneration.*

STANDARD LARGE UTILITY

MODELS 110A/120A/130A/140A PRO

- 11,000 lb. class
- 2WD Wheelbase: 96 in.
- MFD Wheelbase: 104 in.
- Configurations:
 - 110A: Cab, MFD
 - 120A: Cab or non-cab, MFD
 - 130A: Cab, 2WD/MFD
 - 140A: Cab, 2WD or non-cab MFD
- Emissions Treatment
 - Selective catalytic reduction (SCR) with diesel oxidation catalyst (DOC). *No regeneration.*





DELUXE **MEDIUM UTILITY**

UTILITY C SERIES

FARMALL UTILITY 90C / 100C / 110C / 120C | 86–117 ENGINE HP*

The Farmall utility 90C, 100C, 110C and 120C models feature full power, full comfort and full features, and they are ideal for demanding livestock duties, larger hay operations and heavy loader work.

STANDARD FEATURES:

- 4-cylinder, 3.4-L FPT engine (Tier 4 B/Final)
- 12×12 power shuttle transmission
- Two rear remotes
- Instructor seat (cab configurations)
- Radio (cab configurations)

OPTIONAL FEATURES:

- 12×12 power shuttle transmission with creeper
- 24×24 hi-lo transmission
- 540/1000 PTO*
- Third rear remote
- High visibility roof panel (cab configurations)

CONFIGURATIONS:

- Cab or non-cab, 2WD/MFD



*See specs for details.



FARMALL UTILITY 90C/100C/110C/120C

POWER THROUGH EVERY CHORE.

- The Case IH FPT engine is **turbocharged and electronically controlled with a tunnel block design** to ensure ruggedness and easy maintenance without sacrificing power, efficiency or performance.
- **No diesel particulate filter or regeneration is required.** Our Selective Catalytic Reduction (SCR) technology means increased uptime and decreased operating costs — all while meeting Tier 4 B/Final engine emissions standards.
- An **electronic, high-pressure common rail fuel system** precisely meters fuel as power is demanded, delivering optimal performance and fuel efficiency.
- **Heavy-duty powertrain components** put more weight where you need it to deliver a heavy, durable tractor that matches demanding jobs.

EASY-TO-USE SHUTTLE.

- The **push/pull design** makes directional changes intuitive.

PUSH, PULL & LIFT MORE.

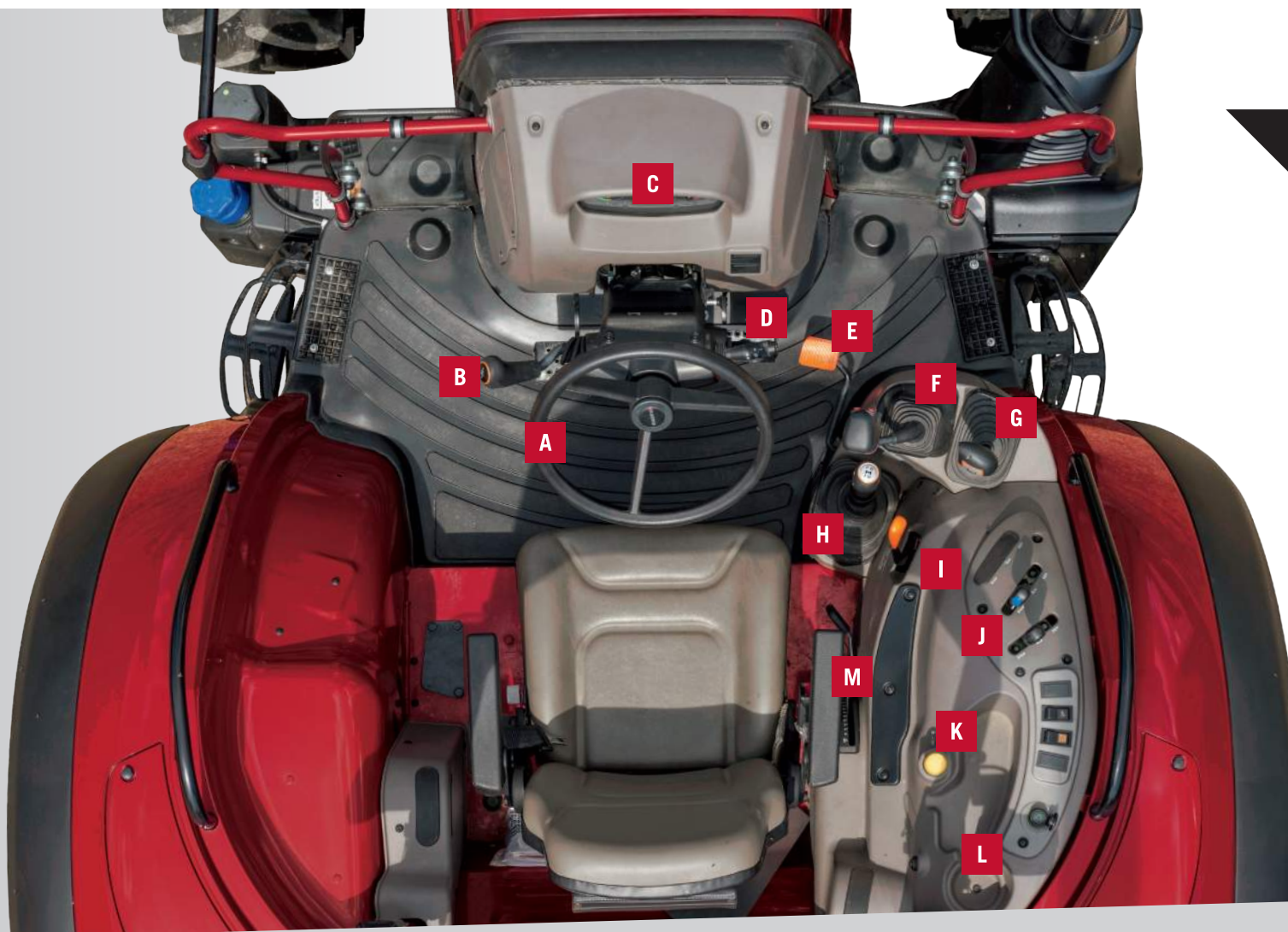
- Farmall C tractors are built for implements with **dual, engine-driven hydraulic pumps** that deliver performance where and when you need it.
- Connect implements quickly and easily with **two standard rear remotes** and an optional third remote for added flexibility.
- **Standard 3-point hitch** pulls its weight with a 4,339-lb. lift capacity with telescopic stabilizers and right-link turnbuckle leveling.



DELUXE ACCOMMODATIONS.

- A **large operator area** provides outstanding comfort along with ease of operation and exceptional visibility. An **air suspension seat comes standard** on cab configurations.
- The optional, loader joystick is **integrated into the right-hand console** for easier operation and greater productivity.
- Non-cab models feature a **vinyl seat with armrests and a foldable ROPS** for working areas with low overheads.
- Cab models feature a **standard instructor seat and radio**.
- A **hinged rear window opens completely and is supported by gas struts**, with a lower viewing window for increased visibility to the drawbar, 3-point hitch and remotes.
- **24x24 hi-lo transmission features electro hydraulic shuttle** and electronic rear hitch controls on cab configurations.

FARMALL UTILITY 120C
SHOWN



A Clutch Pedal

B Power Shuttle Control Lever

**C Backlit Automotive-Style Gauges
with a Central LCD Display:**

Fuel Level, Tachometer and Engine Coolant Temperature

D Brake Pedals

E Foot Throttle

F Loader Joystick

G Transmission Shift Lever: Hi/Lo Shift Integrated into
the Handle on 24×24 Models

H Range Selector with Parking Lock (or Choose
Hand Brake Option)

I Hand Throttle

J Remote Hydraulic Control Levers

K PTO Switch

L Beverage Holder

M 3-Point Hitch Control Levers: Position and Draft Control

Not Shown:

**Air Suspension Seat with 15 Degree
Swivel** **Standard** Cab Configurations

Instructor Seat **Standard** Cab Configurations

Radio **Standard** Cab Configurations

Optional High Visibility Roof Panel Cab Configurations

MODEL	FARMALL 90C	FARMALL 95A	FARMALL 100C	FARMALL 105A	FARMALL 110C
SERIES CLASSIFICATION	DELUXE	STANDARD	DELUXE	STANDARD	DELUXE
Operator Station	Cab/Non-cab				
Traction	2WD² / MFD	2WD / MFD	2WD² / MFD	2WD / MFD	2WD² / MFD
ENGINE					
Type	4-cylinder, Tier 4 B/Final, FPT turbocharged & aftercooled. Tier 4 B/Final - Stage V with 24×24 Hi-Lo transmission.				
Displacement	3.4 L (3.6 L with 24×24 Hi-Lo transmission)	3.4 L	3.4 L (3.6 L with 24×24 Hi-Lo transmission)	3.4 L	3.4 L (3.6 L with 24×24 Hi-Lo transmission)
Engine HP¹	86	97	99	112	107
PTO HP¹	73	78	85	92	93
Rated Engine RPM	2,300				
TRANSMISSION / PTO					
Standard	12×12 Power shuttle (wet clutch)	12×12 Power shuttle (wet clutch), creeper ready (20×20)	12×12 Power shuttle (wet clutch)	12×12 Power shuttle (wet clutch), creeper ready (20×20)	12×12 Power shuttle (wet clutch)
Optional	12×12 Power shuttle (wet clutch) w/ creeper, 24×24 Hi-Lo (wet clutch) w/ electrohydraulic shuttle	12×12 Mechanical shuttle (dry clutch), creeper ready (20×20)	12×12 Power shuttle (wet clutch) w/ creeper, 24×24 Hi-Lo (wet clutch) w/ electrohydraulic shuttle	12×12 Mechanical shuttle (dry clutch), creeper ready (20×20)	12×12 Power shuttle (wet clutch) w/ creeper, 24×24 Hi-Lo (wet clutch) w/ electrohydraulic shuttle
Differential Lock	12×12: Mechanical; Hi-Lo: Electrohydraulic	Mechanical	12×12: Mechanical; Hi-Lo: Electrohydraulic	Mechanical	12×12: Mechanical; Hi-Lo: Electrohydraulic
MFD Engagement	Electrohydraulic				
PTO Speed (Standard / Optional)	12×12: 540 / 540/1,000; Hi-Lo: 540/1,000	540 / 540/540E / 540/1,000	12×12: 540 / 540/1,000; Hi-Lo: 540/1,000	540 / 540/540E / 540/1,000	12×12: 540 / 540/1,000; Hi-Lo: 540/1,000
AXLES					
Front	12×12: HD 2WD or MFD or HD MFD with limited slip Hi-Lo: HD MFD with limited slip	2WD or MFD with limited slip	12×12: HD 2WD or MFD or HD MFD with limited slip Hi-Lo: HD MFD with limited slip	2WD or MFD with limited slip	12×12: HD 2WD or MFD or HD MFD with limited slip Hi-Lo: HD MFD with limited slip
Rear	Flange				
HYDRAULICS / HITCH					
Type	Open center				
Rear Remotes (Standard / Optional)	2 / 3				
Implement Pump / Flow ¹	16.9 gpm (64 L)				
3-point Hitch Category and Draft Sensing Type	2, 12×12 MDC top link sensing Hi-Lo Cab EDC lower link Hi-Lo Non-cab MDC top link	1/2, Mechanical Draft Control (MDC) top link	2, 12×12 MDC top link sensing Hi-Lo Cab EDC lower link Hi-Lo Non-cab MDC top link	1/2, Mechanical Draft Control (MDC) top link	2, 12×12 MDC top link sensing Hi-Lo Cab EDC lower link Hi-Lo Non-cab MDC top link
Lower Link End / Stabilizer Type	Flex ends / Telescopic stabilizers				
Standard Lift Capacity @ 24 in. Behind Pin (Standard / Optional)	4,339 lb. (1,968 kg) / 5,620 lb. (2,549 kg)	3,200 lb. (1,451 kg) / 7,716 lb. (3,500 kg)	4,339 lb. (1,968 kg) / 5,620 lb.(2,549 kg)	3,200 lb. (1,451 kg) / 7,716 lb. (3,500 kg)	4,339 lb. (1,968 kg) / 5,620 lb. (2,549 kg)
CAPACITIES					
Fuel Tank (Cab / Non-Cab)	42.3 gal (160 L)	29 gal. (110 L) / 23 gal. (90 L)	42.3 gal (160 L)	29 gal. (110 L) / 23 gal. (90 L)	42.3 gal (160 L)
Diesel Exhaust Fluid Tank	2.5 gal (9.6 L)	2.9 gal. (11 L)	2.5 gal (9.6 L)	2.9 gal. (11 L)	2.5 gal (9.6 L)
DIMENSIONS & WEIGHTS					
Wheelbase (2WD / MFD)	92 in. (2,343 mm) / 90 in. (2,285 mm)	91 in. (2,310 mm) / 89 in. (2,260 mm)	92 in. (2,343 mm) / 90 in. (2,285 mm)	91 in. (2,310 mm) / 89 in. (2,260 mm)	92 in. (2,343 mm) / 90 in. (2,285 mm)
Overall Length (2WD / MFD)	163 in. (4,144 mm) / 161 in. (4,086 mm)	161.6 in. (4,105 mm)	163 in. (4,144 mm) / 161 in. (4,086 mm)	161.6 in. (4,105 mm)	163 in. (4,144 mm) / 161 in. (4,086 mm)
Minimum Height (ROPS Folded)	82.9 in. (2,106 mm) ³	72.8 in. (1,849 mm) ⁴	82.9 in. (2,106 mm) ³	72.8 in. (1,849 mm) ⁴	82.9 in. (2,106 mm) ³
Overall Height MFD (Top of Cab)	102.2 in. (2,595 mm) ³	106 in. (2,690 mm) ⁴	102.2 in. (2,595 mm) ³	106 in. (2,690 mm) ⁴	102.2 in. (2,595 mm) ³
Weight w/o Ballast (Cab/Non-Cab 2WD)	7,253 lb. (3,290 kg) / 6,768 lb. (3,070 kg)	8,173 lb. (3,715 kg) / 7,304 lb. (3,320 kg)	7,253 lb. (3,290 kg) / 6,768 lb. (3,070 kg)	8,173 lb. (3,715 kg) / 7,304 lb. (3,320 kg)	7,253 lb. (3,290 kg) / 6,768 lb. (3,070 kg)
Weight w/o Ballast (Cab/Non-Cab MFD)	8,157 lb. (3,700 kg) / 7,672 lb. (3,480 kg)	8,492 lb. (3,860 kg) / 7,689 lb. (3,495 kg)	8,157 lb. (3,700 kg) / 7,672 lb. (3,480 kg)	8,492 lb. (3,860 kg) / 7,689 lb. (3,495 kg)	8,157 lb. (3,700 kg) / 7,672 lb. (3,480 kg)

CASE IH LOADERS ARE READY TO WORK FOR YOU.

- Case IH loaders are easy to install — just drive the tractor into the loader, put in the pins, attach the hydraulics and start working.
- Unobstructed forward sight lines let you easily see to the top of the bucket and around the front tires.
- Optional rear weights and ballast boxes are also available for more demanding loader work.



MODEL	LOADER	MAX. LIFT CAPACITY 31.5 in. (800 mm) Forward of Pivot Pin		MAX. HEIGHT Under Level Bucket	
		Non Self-leveling (NSL)	Mechanical Self-leveling (MSL)	Non Self-leveling (NSL)	Mechanical Self-leveling (MSL)
SMALL UTILITY TRACTORS					
50A, 60A, 70A	L545	1,742 lb. (790 kg)	2,205 lb. (1 000 kg)	102 in. (2 590 mm)	106 in. (2 680 mm)
	L555	1,940 lb. (880 kg)	2,734 lb (1 240 kg)	105 in. (2 670 mm)	
55A, 65A, 75A	L610 ²	1,828 lb. (829 kg)	3,153 lb. (1 430 kg)	120 in. (3 040 mm)	
65C, 75C	L565	1,940 lb. (880 kg)	2,734 lb. (1 240 kg)	105 in. (2 670 mm)	
	L620	2,478 lb. (1 124 kg)	3,179 lb. (1 442 kg)	114 in. (2 910 mm)	
MEDIUM UTILITY TRACTORS					
95A, 105A, 115A	L575	2,028 lb. (920 kg)	3,174 lb. (1 440 kg)	134.5 in. (3 416 mm)	
90C, 100C, 110C, 120C	L575	2,028 lb. (920 kg)	3,175 lb. (1 440 kg)	125 in. (3 180 mm)	
	L103	2,205 lb. (1 000 kg)	3,241 lb. (1 470 kg)	129 in. (3 270 mm)	
	L620	2,478 lb. (1 124 kg)	3,179 lb. (1 442 kg)	114 in. (2 910 mm)	
	L630 ²	2,632 lb. (1 194 kg)	3,428 lb. (1 555 kg)	123 in. (3 131 mm)	124 in. (3 149 mm)
110U, 120U	L103	2,359 lb. (1 070 kg)	3,461 lb. (1 570 kg)	132 in. (3 350 mm)	
LARGE UTILITY TRACTORS					
110A, 120A, 130A, 140A	L103 ¹	2,094 lb. (950 kg)	N/A	133 in. (3 370 mm)	N/A
	L104 ²	2,557 lb. (1 160 kg)	3,814 lb. (1 730 kg)	139 in. (3 530 mm)	

¹Only compatible with 2WD. ²Only compatible with MFD.

Finish Mowers



BUSH HOG®

IF IT DOESN'T SAY
BUSH HOG®
IT JUST WON'T CUT IT™

HDTH SERIES | TDC TRI-DECK SERIES



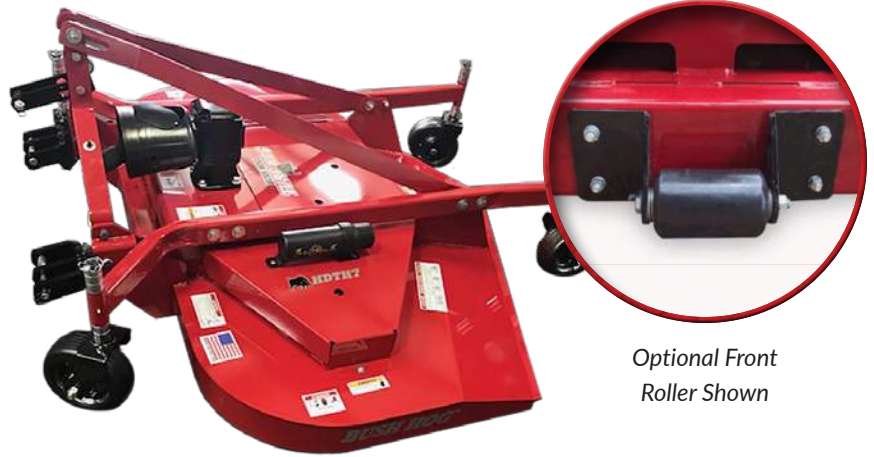
FINISH MOWERS

HDTH SERIES

HDTH5 / HDTH6 / HDTH7 / HDTH8

Bush Hog® HDTH “Turf Hog” Finish Mower

Turn your tractor into a lawn mowing machine with the new HDTH “Turf Hog” Finish Mowers from Bush Hog®. These new Finish Mowers deliver superior grass cutting performance for your well-kept lawn. With models ranging from 5' – 8', our HDTH Finish Mowers help you save time spent cutting your lawn, and more time enjoying it. Built Bush Hog® tough in Selma, AL, our new HDTH Finish Mowers are manufactured to the highest quality standards for durability and performance.



Optional Front
Roller Shown

Powerful but smooth even in the toughest grasses!

- 1 Year Limited Warranty with a 5 Year Gearbox Warranty
- 60 – 99 inch Cutting Widths
- Minimum Required HP of 15 – 35 to meet the needs of today's smaller, compact tractors
- Quick Hitch compatibility on all models allows for easier hook up
- Dual floating hitch points allow the mower to rise and fall with the contour of terrain
- Blade Tip Speeds over 18,200 feet per minute ensure a clean cut every time
- 1 ½" blade overlap eliminates streaking
- Cutting height adjustment is made with the pull of a pin, and ranges from 1 ½" to 6 ½"
- New dove-tail rear discharge design steadily slopes downward eliminating the need for any type of chain shielding, thereby reducing the possibility of clumping or thrown objects
- Durable 7 gauge steel decks
- Sideband depth increased to 5" to allow additional flow of cut material under deck reducing clipping size
- Greasing blade spindles and idlers is easy with openings in deck
- Adjustable Spring-Loaded Idlers maintain proper belt tension
- Axle arms are offset to reduce grass compaction and tire tracking
- Strong Aramid fiber belts reduce stretching
- Spring-style lynch pins prevent accidental snags keeping casters locked in place

FINISH MOWER SPECIFICATIONS

MODELS:	HDTH5	HDTH6	HDTH7	HDTH8
Cutting Width	60"	72"	84"	99"
Cutting Height (1/2" increments)	1 ½" – 6 ½"			
Tractor HP Range	15–35 PTO	20–40 PTO	30–55 PTO	35–55 PTO
Hitch Type	Cat. 1 Std & QH		Cat. 1, Cat. 2 Std & QH	
Blade Size	1/4" x 2 ½" x 21"	1/4" x 2 ½" x 25"	5/16" x 2 ½" x 29"	1/4" x 2 ½" x 21"
Number of Blades	3			5
Blade Tip Speed	18,231 FPM	18,272 FPM	18,266 FPM	
Blade Overlap	1 ½"			
Blade Uplift	60"			
Driveline Size	ASAE Cat. 3			
Front Roller (optional)	3" x 5"			3" x 13"
Discharge	Rear			
Deck Thickness	7-Gauge Steel Plate			
Tires	3 ¼ x 10 Solid		4 x 10 Solid	5 x 13 Solid
Belts	(1) "B" Size Aramid Cord			(2) "B" Size Aramid Cord
Belt Adjustment	Spring-Loaded Idler			
Gearbox	45 HP		55 HP	
Approx. Weight	672 lb.	730 lb.	954 lb.	1190 lb.
Warranty	1-Year Limited Warranty with a 5-Year Limited Gearbox Warranty			

TRI-DECK FINISH MOWERS

**TDC
SERIES**

TDC-1200 / TDC-1500 / TDC-1700

Bush Hog® TDC Tri-Deck Finishing Mower

The Bush Hog® TDC Series Tri-Deck Finishing Mower delivers a superior cut across large mowing zones and is ideal for residential and professional use. Built rugged to last, the TDC series offers you the dynamic control features necessary to achieve a fine cut over a variety of terrains. Mowing widths from 12' – 17' that make short work of large expanses are equally complemented by adjustable wings that flex and float over uneven ground for a finely groomed appearance.

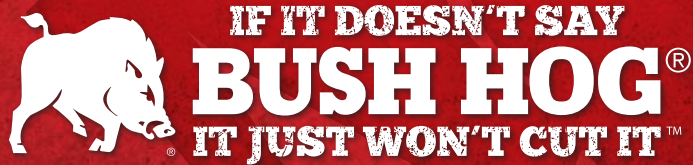


Durable Features & Reliable Design – For a Fine Finish Cut Acre After Acre

- 12-ft., 15-ft., 17-ft. Mowing Widths
- Adjustable Cutting Height: 1" – 5"
- Single Action Hydraulic Folding Wings
- Adjustable Telescoping Wings – Control Overlap
- Completely Independent Free Floating Decks
- High Blade Tip Speed with Precision Overlap
- Heavy Duty Transport Frame
- Stamped Steel Reinforced Wheel Arms
- Stamped Steel Wheel Yokes
- 8 Gauge Reinforced Decks
- Heavy Duty, One Piece, Steel Pulleys
- Heavy Duty Reinforced Belts

TRI-DECK FINISH MOWER SPECIFICATIONS

MODELS:	TDC-1200	TDC-1500	TDC-1700
Cutting Width	12'	15'	17'
Cutting Height (1/4" Increments)	1" – 5"		
Tractor HP Range	25 – 80 PTO	30 – 80 PTO	35 – 80 PTO
Tractor PTO Speed	540		
Hitch Type	Cat. 1 & 2, Drawbar		
Front Hitch	Adjustable 6 Position		
Number of Blades Per Deck (Total)	3 (9)		
Blade Tip Speed	15,747 FPM	16,863 FPM	16,732 FPM
Center Deck Cutting Width (ft.)	5'	6'	
Wing Deck Cutting Width (ft.)	4'	5'	6'
Deck Overlap Adjustment (in.)	6"		
Degree of Cutting Attitude (Flex)	30° Up / 15° Down		
Deck Thickness	8-Gauge Steel Plate		
Splitter Gearbox HP	80 HP		
Mower Deck Gearbox HP	50 HP		
Deck Lift Cylinders (in.)	2.5" x 10" Single Acting		
Main Driveline	Cat. 6 Constant Velocity with Slip Clutch		
Hydraulics	3 - Single Action		
Transport Width (ft.)	7.6'	8.1'	8.3'
Transport Length (ft.)	11.9'	12.2'	12.2'
Transport Height (ft.)	6.2'	7.7'	8.7'
Overall Width (ft.)	12.2'	15.2'	17.2'
Max. Overall Length (ft.)	12.7'	13'	13'
Deflector Type	Rear Safety Chains Std.		
Transport Tires (2)	20.5 x 8 – 10 Highway Rated		
Total Weight (lb.)	2,742 lb.	2,874 lb.	2,995 lb.
Warranty	1-Year Limited Warranty		



2501 Griffin Avenue, Selma, Alabama 36703

Tel: 800-363-6096 | Fax: 334-874-2701



BushHog.com



CONTENT DISCLAIMER:

The products and information contained in this literature are subject to change without notice. Bush Hog® reserves the right to improve our products and make changes to specifications, designs, and standard equipment without notice. For additional product information, please visit Bush Hog®'s website or see your dealer for complete details.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3457

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Bid Award for Contract 65205

BOARD ACTION REQUESTED:

Award Contract 65205 for CSAH 52 Grading, Aggregate Base, & Bituminous Surfacing to TNT Construction Group, LLC in the amount of \$2,698,800.00 and authorize the required signatures on the contract documents.

BACKGROUND:

Bids were opened on February 6, 2024 @ 11:00 am. Results of that opening are provided below.

TNT Construction Group:	\$2,698,800.00
Gladden Construction Inc.:	\$2,974,613.42
Wm. J. Schwartz & Sons:	\$3,185,816.32
KGM Contractors, Inc.:	\$3,623,508.26
Ulland Brothers, Inc.:	\$3,738,665.00

Engineer's Estimate: \$2,974,336.68

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. CONTRACT 65205-unsigned

02/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/27/2024 2:30 PM
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CONTRACT 65205
CSAH 52 GRADING, AGGREGATE BASE, & BITUMINOUS SURFACING

S T A T E O F M I N N E S O T A

C O U N T Y O F I T A S C A

CONTRACT
HIGHWAY CONSTRUCTION

This agreement, made this 27th day of February, 2024 between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and TNT Construction Group, LLC, of Grand Rapids, MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of CSAH 52 GRADING, AGGREGATE BASE, & BITUMINOUS SURFACING from CR 340 to CR 342 located as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after June 3, 2024, and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

August 30, 2024

IN WITNESS WHEREOF, The County has caused these presents to be executed and the Contractor has hereunto subscribed his name.

Dated at 4:00 P.M., this _____, day of _____, 2024

County of Itasca

By: _____

John Johnson, Chairperson County Board

Austin Rohling, County Auditor / Treasurer

Contractor

By: _____

TNT Construction Group, LLC

Contractor

Approved as to form and execution this _____ Day of _____, 2024

Matti Adam, County Attorney

Brett Skyles, Clerk of County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3458

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Deer River Cooperative Construction Agreement

BOARD ACTION REQUESTED:
Approve the Cooperative Construction Agreement with the City of Deer River for CSAH 81 (1st Avenue) road improvements.

BACKGROUND:
The City of Deer River has planned road and utility improvements on (3) city streets in Deer River in 2024. Portions of the city work impact CSAH 81. The county has asked the city to include additional improvements to CSAH 81 (SAP 031-681-005) in the city prepared construction plan above what is required for the city restoration work. The Cooperative Construction Agreement describes the roles and responsibilities of each party and the shared costs for the improvements to both city and county streets.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Cooperative Construction Agreement 02072024

02/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/27/2024 2:30 PM
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**ITASCA COUNTY
And
CITY OF DEER RIVER
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Aid Highway Number: C.S.A.H 81

Itasca County State Aid Project: 031-681-005

Deer River Project: DEERR 175005 Phase 3

This Agreement is between Itasca County acting through its Board of Commissioners ("County") and the City of Deer River acting through its City Council ("City").

Recitals

1. DEERR 175005 Phase 3 includes grading, aggregate base, plant mixed bituminous, concrete curb and gutter, ADA improvements, watermain, sanitary sewer, storm sewer and landscaping related improvements; and
2. DEERR 175005 Phase 3 project limits extend into CSAH 81 right-of-way; and
3. County has asked that DEERR 175005 Phase 3 project plans include specific CSAH 81 improvements to improve drainage at 4th and 5th Avenue; and
4. County will fund county identified drainage improvements associated with CSAH 81; and
5. City will maintain the water, sanitary sewer and sidewalk within CSAH 81 right-of-way; and
6. Minnesota Statutes § 162.17, authorizes the County and City to make arrangements with and cooperate with any county and city authority for the purposes of constructing, maintaining and improving CSAH's and City streets.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective date:** This Agreement will be effective on the date the County obtains all signatures required.
- 1.2. **Expiration date:** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 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, without limitation, the following clauses: 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 3. Maintenance Responsibilities will survive the expiration of this Agreement but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, Special Provisions:** Plans, specifications and special provisions designated by the DEERR 175005 Phase 3, when completed, will be on file in the office of the County Highway Engineer, and incorporated into this Agreement by reference ("Project Plans").

- 1.5. **Exhibits:** Preliminary Schedule "I" (Cost participation and funding breakdown) is on file in the office of the County Highway Engineer and incorporated into this Agreement by reference.

2. Construction by the City

- 2.1. **Contract Award:** Within 5 days of opening bids for the construction contract, the City shall submit a copy to the County of the low bid and abstract of all bids. If the County's portion is greater than the construction costs listed in Preliminary Schedule I, the City shall not award the construction contract without written approval from the County.
- 2.2. **Bid Documents furnished by County:** The City is responsible for all bid documents necessary to advertise, bid and construct the project.
- 2.3. **Performance of Construction Engineering:** The City will perform the construction inspection and material inspection for the construction project in accordance with the state aid manual for construction, the state aid for local transportation schedule of materials control and project plans.
- A. The City will provide all labor, equipment, and materials necessary to perform the construction inspection and material inspection for the contract.
 - B. All inspection, control of materials, and associated documentation for the construction to be performed in accordance with the construction plans, specification, and/or special provisions will be performed by City's engineer assigned to the construction.
 - C. The City may make changes in the Project Plans and contract construction which may include County participation covered under this Agreement and will enter into any necessary addenda, change orders and supplemental agreements with the City's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The City Engineer's authorized representative will inform the County Engineer of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the County participation covered under this Agreement and get concurrence from the County Engineer prior to approval of the addenda, change orders and supplemental agreements.
 - D. **Inspection by City:** Construction covered under this Agreement that is within county right-of-way will be open to inspection by the County. If County believes the City construction covered under this Agreement has not been properly performed or that the construction is defective, County will inform the City Engineer's authorized representative in writing of those defects. The City will have the exclusive right to determine whether the City's contractor has satisfactorily performed the County portion of the construction covered under this Agreement.
 - E. County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the City. If the City determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the City will cause the additional work or plan changes to be made.
- 2.4. **Satisfactory Completion of Contract:** The County will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. Compliance with Laws, Ordinances, Regulations: The City will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations.

A. The City will obtain all necessary permits to complete the improvements.

2.6. Construction Documents Furnished by the County: The City will keep records and accounts that enable it to provide to the County, when requested, with the following:

A. Copies of the City's contractor's invoice(s) covering all contract construction.

B. Copies of the endorsed and canceled City warrant(s) or checks(s) paying for final contract construction, or computer documentation of the warrants(s) issued, certified by an appropriate City official that final construction contract payment has been made.

C. Copies of all construction contract change orders and supplemental agreements.

D. A certification form signed by the City's Engineer in charge of the contract construction attesting to the following:

i. Satisfactory performance and completion of all contract construction according to the Project Plans.

ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the City's current "Standard Specifications for Construction".

iii. Full payment by the City to its contractor for all contract construction.

E. Copies, certified by the City's engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction,

3. Maintenance Responsibilities

3.1. Storm Sewers: Maintenance and ownership of any storm sewers are as follows:

A. **County** – Any storm sewer located within county right-of-way.

B. **City** – Storm sewer located outside county right-of-way.

C. Storm sewer outlets that serve both County and City storm sewer shall be a shared responsibility.

3.2. Sidewalks: Maintenance and ownership of any sidewalks are as follows:

A. **County** – None.

B. **City** – All sidewalks located on the project.

Maintenance includes but is not limited to; snow and debris removal and any other maintenance activities necessary to perpetuate the walkways in a safe and useable condition.

3.3. Water and Sanitary Sewer: Maintenance and ownership of the water and sanitary infrastructure is as follows:

A. **County** – None.

B. **City** – Any water and sanitary sewer located on the project.

Maintenance includes but is not limited to adjustment and replacement of castings, valve boxes, manholes, mains and services.

- 3.4. **Additional Drainage:** Neither party to this Agreement will drain any additional drainage into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Basis of Funding

- 4.1. **SCHEDULE "I":** Preliminary SCHEDULE "I" includes all anticipated County and City participation construction items and the design and construction engineering cost share covered under this Agreement.

5. Project Costs

- 5.1. **Estimated County Costs:** \$120,024.90 is the County's estimated share of the costs of the contract construction labeled as SAP 031-681-005 and shown in Preliminary SCHEDULE "I". This includes project construction, design and observation and testing.

- 5.2. **Estimated City Costs:** \$1,805,530.65 is the City's estimated share of the costs of the contract construction labeled as DEERR 175005 Phase 3 as shown in Preliminary SCHEDULE "I".

- 5.3. **Liquidated Damages.** All liquidated damages assessed the County's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

- 5.4. **Conditions of Payment by the County:** The City will invoice County for all costs incurred to date for items covered by County. County will pay the City within 30 days of receipt of the invoice.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

- 6.1. The City's Authorized Representative will be:

Name/Title: Mark Box, City Administrator (or successor)
Address: 60 2nd Street, Deer River, MN 56636
Telephone: (218) 246-8195
E-Mail: mark.box@deerrivermn.org

- 6.2. The County's Authorized Representative will be:

Name/Title: Karin Grandia, County Highway Engineer (or successor)
Address: 123 4th Street NE, Grand Rapids, MN 55744
Telephone: (218) 327-2853
E-Mail: Karin.Grandia@co.itasca.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. **Assignment:** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

- 7.2. **Amendments:** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

- 7.3. **Waiver:** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. **Contract Complete:** This Agreement contains all prior negotiations and agreements between the County and City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims; Insurance

- 8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County and City. Notwithstanding the foregoing, The City and the County shall each at their own sole cost and expense defend, indemnify, save and hold harmless the other and all of its agents, officers and employees of and from all claims, demands, proceedings, actions or cause of action of whatsoever nature or character arising out of or by reason of contract construction, construction engineering and/or maintenance covered under this agreement, including an action or claim which alleges negligence of the One Party, its agents, officers and employees.
- 8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 8.3. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a, provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The County and City, must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County and City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County and City.

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Itasca County, Minnesota.

13. Termination.

- 13.1. **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

ITASCA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By: _____
(County Board Chair)

Date: _____

By: _____
(Clerk to the County Board)

Date: _____

By: _____
(County Engineer)

Date: _____

CITY OF DEER RIVER

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By: _____
(Mayor of Deer River)

Date: _____

By: _____
(City Clerk)

Date: _____

SCHEDULE 1

LINE NO	DESCRIPTION	UNITS	UNIT PRICE	TOTAL QUANTITY	TOTAL COST
1	MOBILIZATION	LUMP SUM	\$ 160,000.00	1.0	\$ 160,000
2	CLEARING	EACH	\$ 1,500.00	7.0	\$ 10,500
3	GRUBBING	EACH	\$ 500.00	9.0	\$ 4,500
4	REMOVE MANHOLE OR CATCH BASIN	EACH	\$ 500.00	8.0	\$ 4,000
5	REMOVE HYDRANT	EACH	\$ 200.00	4.0	\$ 800
6	SALVAGE SIGN PANEL TYPE C	EACH	\$ 250.00	6.0	\$ 1,500
7	SALVAGE SIGN PANEL TYPE SPECIAL	EACH	\$ 150.00	4.0	\$ 600
8	REMOVE SIGN TYPE C	EACH	\$ 200.00	4.0	\$ 800
9	SALVAGE CASTING	EACH	\$ 200.00	5.0	\$ 1,000
10	REMOVE CASTING	EACH	\$ 200.00	1.0	\$ 200
11	ABANDON HYDRANT	EACH	\$ 1,500.00	1.0	\$ 1,500
12	ABANDON WATERMAIN	EACH	\$ 500.00	2.0	\$ 1,000
13	REMOVE SEWER PIPE (SANITARY)	LIN FT	\$ 5.00	1934.0	\$ 9,670
14	REMOVE WATER MAIN	LIN FT	\$ 5.00	1497.0	\$ 7,485
15	REMOVE WATER SERVICE PIPE	LIN FT	\$ 5.00	823.0	\$ 4,115
16	REMOVE CURB & GUTTER	LIN FT	\$ 3.00	1309.0	\$ 3,927
17	SAVING BITUMINOUS PAVEMENT (FULL DEP	SO YD	\$ 3.00	510.0	\$ 1,530
18	SAVING CONCRETE PAVEMENT (FULL DEP	LIN FT	\$ 6.00	284.0	\$ 1,704
19	REMOVE BITUMINOUS PAVEMENT	SO YD	\$ 3.50	5520.0	\$ 19,320
20	REMOVE CONCRETE PAVEMENT	SO YD	\$ 10.00	414.0	\$ 4,140
21	SALVAGE RECLAIM MATERIAL	CU YD	\$ 12.00	435.0	\$ 5,220
22	COMMON EXCAVATION (P)	CU YD	\$ 12.00	2698.0	\$ 32,376
23	SELECT GRANULAR BORROW (CV)	CU YD	\$ 25.00	4518.0	\$ 112,950
24	SUBGRADE EXCAVATION	CU YD	\$ 25.00	4518.0	\$ 112,950
25	DEWATERING	LUMP SUM	\$ 10,000.00	1.0	\$ 10,000
26	CRUSHED ROCK	CU YD	\$ 35.00	100.0	\$ 3,500
27	GEOTEXTILE FABRIC TYPE 5	SQ YD	\$ 1.50	7074.0	\$ 10,611
28	SUBGRADE PREPARATION	RD ST	\$ 500.00	21.7	\$ 10,850
29	INSTALL SALVAGED RECLAIM MATERIAL	CU YD	\$ 15.00	435.0	\$ 6,525
30	AGGREGATE BASE (CV) CLASS 5	CU YD	\$ 31.50	927.0	\$ 29,201
31	BITUMINOUS PATCH SPECIAL 1	SO YD	\$ 65.00	84.0	\$ 5,460
32	BITUMINOUS PATCH SPECIAL 2	SO YD	\$ 65.00	268.0	\$ 17,420
33	BITUMINOUS PATCH SPECIAL 3	SO YD	\$ 65.00	43.0	\$ 2,795
34	TYPE SP 9.5 WEARING COURSE MIX (3 C)	TON	\$ 100.00	527.0	\$ 52,700
35	TYPE SP 12.5 WEARING COURSE MIX (3 C)	TON	\$ 100.00	824.0	\$ 82,400
36	CONCRETE STEPS	EACH	\$ 500.00	2.0	\$ 1,000
37	CONCRETE STEPS SPECIAL	LUMP SUM	\$ 15,000.00	1.0	\$ 15,000
38	12" RC PIPE APRON	EACH	\$ 500.00	1.0	\$ 500
39	4" PERF PIPE DRAIN	LIN FT	\$ 7.00	700.0	\$ 4,900
40	4" PIPE DRAIN CLEANOUT	EACH	\$ 750.00	24.0	\$ 18,000
41	2" INSULATION	SQ YD	\$ 30.00	746.0	\$ 22,380
42	12" PIPE SEWER	LIN FT	\$ 65.00	616.0	\$ 40,040
43	15" PIPE SEWER	LIN FT	\$ 70.00	210.0	\$ 14,700
44	12" RC PIPE SEWER CLASS V	LIN FT	\$ 65.00	124.0	\$ 8,060
45	8"x4" WYE	EACH	\$ 525.00	15.0	\$ 7,875
46	CONNECT TO EXISTING SANITARY SEWER	EACH	\$ 1,000.00	9.0	\$ 9,000
47	CONNECT TO EXISTING SANITARY SEWER S	EACH	\$ 300.00	33.0	\$ 9,900
48	CONNECT TO EXISTING STORM SEWER	EACH	\$ 1,000.00	3.0	\$ 3,000
49	4" PIPE PLUG	EACH	\$ 400.00	2.0	\$ 800
50	4" SANITARY SERVICE PIPE	LIN FT	\$ 45.00	781.0	\$ 35,145
51	8" PIPE SEWER	LIN FT	\$ 50.00	916.0	\$ 45,800
52	12" PIPE SEWER	LIN FT	\$ 60.00	24.0	\$ 1,440
53	SANITARY SEWER INSPECTION	LIN FT	\$ 3.00	916.0	\$ 2,748
54	TEMPORARY WATER SERVICE	LUMP SUM	\$ 15,000.00	1.0	\$ 15,000
55	INSTALL 1" CORPORATION STOP	EACH	\$ 550.00	25.0	\$ 13,750
56	INSTALL 1" CURB STOP	EACH	\$ 750.00	25.0	\$ 18,750
57	INSTALL 6" GATE VALVE	EACH	\$ 2,000.00	5.0	\$ 10,000
58	INSTALL 8" GATE VALVE & BOX	EACH	\$ 2,000.00	7.0	\$ 14,000
59	CONNECT TO EXISTING WATER MAIN	EACH	\$ 1,600.00	9.0	\$ 14,400
60	CONNECT TO EXISTING WATER SERVICE	EACH	\$ 700.00	24.0	\$ 16,800
61	INSTALL HYDRANT	EACH	\$ 1,000.00	5.0	\$ 5,000
62	INSTALL HYDRANT SPECIAL	EACH	\$ 1,500.00	1.0	\$ 1,500
63	1" WATER SERVICE PIPE	LIN FT	\$ 45.00	815.0	\$ 36,675
64	6" WATERMAIN	LIN FT	\$ 90.00	114.0	\$ 10,260
65	8" WATERMAIN	LIN FT	\$ 80.00	1701.0	\$ 136,080
66	WATER MAIN FITTINGS	POUND	\$ 22.00	914.0	\$ 20,108
67	INSTALL CASTING	EACH	\$ 500.00	3.0	\$ 1,500
68	CASTING ASSEMBLY	EACH	\$ 1,500.00	22.0	\$ 33,000
69	CASTING ASSEMBLY SPECIAL	EACH	\$ 1,200.00	4.0	\$ 4,800
70	CONST DRAINAGE STRUCTURE DESIGN F	EACH	\$ 6,000.00	6.0	\$ 36,000
71	CONST DRAINAGE STRUCTURE DESIGN 48	EACH	\$ 4,500.00	8.0	\$ 36,000
72	CONST DRAINAGE STRUCTURE DESIGN G	EACH	\$ 3,000.00	6.0	\$ 18,000
73	CONST DRAINAGE STRUCTURE DESIGN H	EACH	\$ 2,500.00	2.0	\$ 5,000
74	SEAL MANHOLE OR CATCH BASIN	EACH	\$ 400.00	25.0	\$ 10,000
75	CONSTRUCT 12" OUTSIDE DROP	LIN FT	\$ 1,500.00	2.3	\$ 3,450
76	4" CONCRETE WALK	SQ FT	\$ 8.00	3854.0	\$ 30,832
77	6" CONCRETE WALK	SQ FT	\$ 16.00	771.0	\$ 12,336
78	CONCRETE CURB & GUTTER DESIGN D418	LIN FT	\$ 30.00	40.0	\$ 1,200
79	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$ 22.00	3303.0	\$ 72,666
80	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$ 25.00	112.0	\$ 2,800
81	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 80.00	369.0	\$ 29,520
82	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 90.00	91.0	\$ 8,190
83	8" CONCRETE VALLEY GUTTER	SO YD	\$ 150.00	86.0	\$ 12,900
84	TRUNCATED DOMES	SO FT	\$ 70.00	92.0	\$ 6,440
85	TRAFFIC CONTROL	LUMP SUM	\$ 20,000.00	1.0	\$ 20,000
86	SIGN PANELS TYPE C	SQ FT	\$ 60.00	44.25	\$ 2,655
87	INSTALL SIGN TYPE C	EACH	\$ 300.00	4.0	\$ 1,200
88	INSTALL SIGN TYPE SPECIAL	EACH	\$ 300.00	5.0	\$ 1,500
89	DECIDUOUS TREE 6" HT CONT	EACH	\$ 900.00	7.0	\$ 6,300
90	STORM DRAIN INLET PROTECTION	EACH	\$ 225.00	24.0	\$ 5,400
91	SILT FENCE	LIN FT	\$ 4.00	703.0	\$ 2,812
92	SEDIMENT CONTROL LOG TYPE ROCK	LIN FT	\$ 10.00	100.0	\$ 1,000
93	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	\$ 5.00	275.0	\$ 1,375
94	EROSION CONTROL	LUMP SUM	\$ 10,000.00	1.0	\$ 10,000
95	COMMON TOPSOIL BORROW	CU YD	\$ 35.00	762.0	\$ 26,670
96	ROLLED EROSION PREVENTION CATEGORY	SQ YD	\$ 2.00	534.0	\$ 1,068
97	SEEDING	ACRE	\$ 1,000.00	1.8	\$ 1,760
98	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$ 2.50	5280.0	\$ 13,200
99	4" SOLID LINE MULTI COMP (WR)	LIN FT	\$ 3.50	112.0	\$ 392
100	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$ 4.00	1009.0	\$ 4,036
101	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$ 6.00	208.0	\$ 1,248
102	12" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$ 12.00	57.0	\$ 684
103	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$ 3.50	1152.0	\$ 4,032
104	PAVT MSSG MULTI COMP GR IN (WR)	SO FT	\$ 25.00	9.0	\$ 225
105	COMMERCIAL SIGN	LUMP SUM	\$ 8,000.00	1.0	\$ 8,000

ESTIMATED BREAKDOWN BY FUNDING CATEGORY									
RD SEWER		RD WATER		RD STORM		PFA STREET AND STORM		SAP-031-681-005 [ITASCA COUNTY]	
QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
0.2	\$ 32,000.00	0.27	\$ 43,200.00	0.12	\$ 19,200.00	0.36	\$ 57,600.00	0.05	\$ 8,000.00
4	\$ 6,000.00	3	\$ 4,500.00		\$ -		\$ -		\$ -
4	\$ 2,000.00	5	\$ 2,500.00		\$ -		\$ -		\$ -
6	\$ 3,000.00		\$ -	2	\$ 1,000.00		\$ -		\$ -
	\$ -	4	\$ 800.00		\$ -		\$ -		\$ -
	\$ -	6	\$ 1,500.00		\$ -		\$ -		\$ -
	\$ -	4	\$ 800.00		\$ -		\$ -		\$ -
	\$ -	4	\$ 800.00		\$ -		\$ -		\$ -
	\$ -		\$ -	2	\$ 400.00		\$ -	3	\$ 600.00
1	\$ 200.00		\$ -		\$ -		\$ -		\$ -
	\$ -	1.0	\$ 1,500.00		\$ -		\$ -		\$ -
	\$ -	2.0	\$ 1,000.00		\$ -		\$ -		\$ -
1934	\$ 9,670.00		\$ -		\$ -		\$ -		\$ -
	\$ -	1497.0	\$ 7,485.00		\$ -		\$ -		\$ -
	\$ -	823.0	\$ 4,115.00		\$ -		\$ -		\$ -
80	\$ 240.00	152	\$ 456.00	769	\$ 2,307.00	0	\$ -	308	\$ 924.00
100	\$ 300.00	145	\$ 435.00		\$ -	105	\$ 315.00	160	\$ 480.00
	\$ -	19	\$ 114.00		\$ -	98	\$ 588.00	167	\$ 1,002.00
522	\$ 1,827.00	1069	\$ 3,741.50	3	\$ 10.50	3419	\$ 11,966.50	507	\$ 1,774.50
20	\$ 200.00	28	\$ 280.00		\$ -	221	\$ 2,210.00	145	\$ 1,450.00
198	\$ 2,376.00		\$ -		\$ -	237	\$ 2,844.00		\$ -
209	\$ 2,508.00	211	\$ 2,532.00	79	\$ 948.00	2199	\$ 26,388.00		\$ -
	\$ -		\$ -		\$ -	4518.00	\$ 112,950.00		\$ -
	\$ -		\$ -		\$ -	4518.00	\$ 112,950.00		\$ -
0.5	\$ 5,000.00	0.5	\$ 5,000.00		\$ -		\$ -		\$ -
100	\$ 3,500.00		\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -	7074	\$ 10,611.00		\$ -
12.1	\$ 6,050.00	4.4	\$ 2,200.00		\$ -	3.0	\$ 1,500.00	2.2	\$ 1,100.00
	\$ -		\$ -		\$ -	431	\$ 6,465.00	4	\$ 60.00
69	\$ 2,173.50	234	\$ 7,371.00	93	\$ 2,929.50	492	\$ 15,498.00	39	\$ 1,228.50
	\$ -		\$ -		\$ -	84	\$ 5,460.00		\$ -
62	\$ 4,030.00	206	\$ 13,390.00		\$ -		\$ -		\$ -
27	\$ 1,755.00		\$ -		\$ -	16	\$ 1,040.00		\$ -
34	\$ 3,400.00	135	\$ 13,500.00	48	\$ 4,800.00	230	\$ 23,000.00	80	\$ 8,000.00
58	\$ 5,800.00	227	\$ 22,700.00	82	\$ 8,200.00	377	\$ 37,700.00	80	\$ 8,000.00
	\$ -		\$ -		\$ -	2	\$ 1,000.00		\$ -
1	\$ 15,000.00		\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -	1.0	\$ 500.00		\$ -		\$ -
	\$ -		\$ -		\$ -	700	\$ 4,900.00		\$ -
24.0	\$ 18,000.00		\$ -		\$ -		\$ -		\$ -
746.0	\$ 22,380.00		\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -	616.0	\$ 40,040.00		\$ -		\$ -
	\$ -		\$ -	210.0	\$ 14,700.00		\$ -		\$ -
	\$ -		\$ -	44.0	\$ 2,860.00		\$ -	80	\$ 5,200.00
15.0	\$ 7,875.00		\$ -		\$ -		\$ -		\$ -
9.0	\$ 9,000.00		\$ -		\$ -		\$ -		\$ -
33.0	\$ 9,900.00		\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -	3.0	\$ 3,000.00		\$ -		\$ -
2.0	\$ 800.00		\$ -		\$ -		\$ -		\$ -
781.0	\$ 35,145.00		\$ -		\$ -		\$ -		\$ -
916.0	\$ 45,800.00		\$ -		\$ -		\$ -		\$ -
24.0	\$ 1,440.00		\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -	916.0	\$ 2,748.00		\$ -
	\$ -	1.0	\$ 15,000.00		\$ -		\$ -		\$ -
	\$ -	25.0	\$ 13,750.00		\$ -		\$ -		\$ -
	\$ -	25.0	\$ 18,750.00		\$ -		\$ -		\$ -
	\$ -	5.0	\$ 10,000.00		\$ -		\$ -		\$ -
	\$ -	7.0	\$ 14,000.00		\$ -		\$ -		\$ -
	\$ -	9.0	\$ 14,400.00		\$ -		\$ -		\$ -
	\$ -	24.0	\$ 16,800.00		\$ -		\$ -		\$ -
	\$ -	5.0	\$ 5,000.00		\$ -		\$ -		\$ -
	\$ -	1.0	\$ 1,500.00		\$ -		\$ -		\$ -
	\$ -	815.0	\$ 36,675.00		\$ -		\$ -		\$ -
	\$ -	114.0	\$ 10,260.00		\$ -		\$ -		\$ -
	\$ -	1701.0	\$ 136,080.00		\$ -		\$ -		\$ -
	\$ -	914.0	\$ 20,108.00		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -	3	\$ 1,500.00
6.0	\$ 9,000.00		\$ -	15	\$ 22,500.00		\$ -	1	\$ 1,500.00
	\$ -	4.0	\$ 4,800.00		\$ -		\$ -		\$ -
6.0	\$ 36,000.00		\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -	8.0	\$ 36,000.00		\$ -		\$ -
	\$ -		\$ -	5.0	\$ 15,000.00		\$ -	1	\$ 3,000.00
	\$ -		\$ -	2.0	\$ 5,000.00		\$ -		\$ -
6	\$ 2,400.00		\$ -	15	\$ 6,000.00		\$ -	4	\$ 1,600.00
2.3	\$ 3,450.00		\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -	3651.0	\$ 29,208.00	203	\$ 1,624.00
	\$ -		\$ -		\$ -	274.0	\$ 4,384.00	497	\$ 7,952.00
	\$ -		\$ -		\$ -		\$ -	40	\$ 1,200.00
160	\$ 3,520.00	170	\$ 3,740.00	234	\$ 5,148.00	2467	\$ 54,274.00	272	\$ 5,984.00
	\$ -		\$ -	112.0	\$ 2,800.00		\$ -		\$ -
6	\$ 480.00	6	\$ 480.00		\$ -	344	\$ 27,520.00	13	\$ 1,040.00
	\$ -		\$ -		\$ -	91	\$ 8,190.00		\$ -
	\$ -		\$ -		\$ -		\$ -	86	\$ 12,900.00
	\$ -		\$ -		\$ -	20	\$ 1,400.00	72	\$ 5,040.00
0.2	\$ 4,000.00	0.27	\$ 5,400.00	0.12	\$ 2,400.00	0.36	\$ 7,200.00	0.05	\$ 1,000.00
	\$ -		\$ -		\$ -	44.3	\$ 2,655.00		\$ -
	\$ -		\$ -		\$ -	4.0	\$ 1,200.00		\$ -
	\$ -		\$ -		\$ -	5.0	\$ 1,500.00		\$ -
3	\$ 2,700.00	4	\$ 3,600.00		\$ -		\$ -		\$ -
	\$ -		\$ -	24	\$ 5,400.00		\$ -		\$ -
	\$ -		\$ -		\$ -	703	\$ 2,812.00		\$ -
40	\$ 400.00	40	\$ 400.00	20	\$ 200.00		\$ -		\$ -
	\$ -		\$ -		\$ -	275	\$ 1,375.00		\$ -
0.2	\$ 2,000.00	0.27	\$ 2,700.00	0.12	\$ 1,200.00	0.36	\$ 3,600.00	0.05	\$ 500.00
114	\$ 3,990.00	113	\$ 3,955.00	112	\$ 3,920.00	423	\$ 14,805.00		\$ -
	\$ 18	\$ 36.00	\$ 516	\$ 1,032.00					\$ -
0.23	\$ 230.00	0.28	\$ 280.00	0.05	\$ 50.00	1.2	\$ 1,200.00		\$ -
690	\$ 1,725.00	840	\$ 2,100.00	150	\$ 375.00	3600	\$ 9,000.00		\$ -
	\$ -		\$ -		\$ -	112.0	\$ 392.00		\$ -
	\$ -		\$ -		\$ -	1009.0	\$ 4,036.00		\$ -
	\$ -		\$ -		\$ -	208.0	\$ 1,248.00		\$ -
	\$ -		\$ -		\$ -	57.0	\$ 684.00		\$ -
	\$ -		\$ -		\$ -	1152.0	\$ 4,032.00		\$ -
	\$ -		\$ -		\$ -	9.0	\$ 225.00		\$ -
1	\$ 8,000.00		\$ -		\$ -		\$ -		\$ -



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3464

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

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

BOARD ACTION REQUESTED:

Approve three Utility Licenses for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Goodland Township and authorize necessary signatures.

BACKGROUND:

These Licenses are for construction of underground telecommunication lines running parallel with Long Lake Drive, Tank Lane Road, Helen Lake Lane, and South Beauty Lane for a term of 10 years.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. License Long lake Drive Final
2. License Helen Lake_Tank Lake Road Final
3. License South Beauty Lane Final

02/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/27/2024 2:30 PM
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ITASCA COUNTY UTILITY LICENSE

This license ("License") is granted this 27 day of February, 2024, 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: Five hundred Seventy Dollars and no/100ths (\$570.00) (sum of \$76.00 application fee, \$494.00 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 February 27, 2034. 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 Long 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:

Northeast Quarter of the Southeast Quarter (NE SE), Section Twelve (12), Township Fifty-four (54), Range Twenty-two (22) and Outlot A, Plat of Long Lake.

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 April 20, 2023.

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

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

This License is granted subject to the following terms:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

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

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

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

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

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

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

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

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

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

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

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

22. Additional construction and maintenance specifications:

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

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

Itasca County Contacts:	Licensee:
Itasca County Land Department c/o Land Commissioner Kory Cease 1177 LaPrairie Avenue Grand Rapids, Minnesota 55744 Austin Rohling Itasca County Auditor County Courthouse 123 NE 4th 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.

PAUL BUNYAN TELEPHONE COOPERATIVE

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)

) ss

COUNTY OF _____)

This instrument was acknowledged to before me this _____ day of _____, 2024 by _____, as the _____ of Paul Bunyan Telephone Cooperative, Licensee.

(Notary Seal)

Notary Public

Dated: _____

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 _____, 2024, by Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

Dated: _____

ITASCA COUNTY LAND COMMISSIONER

Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

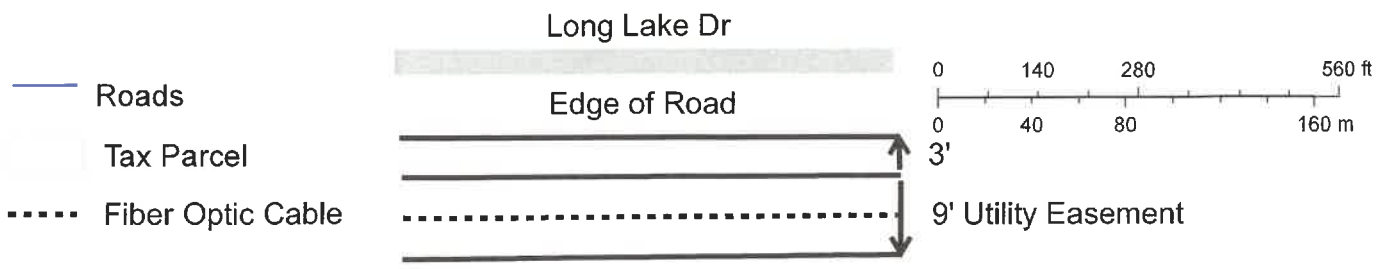
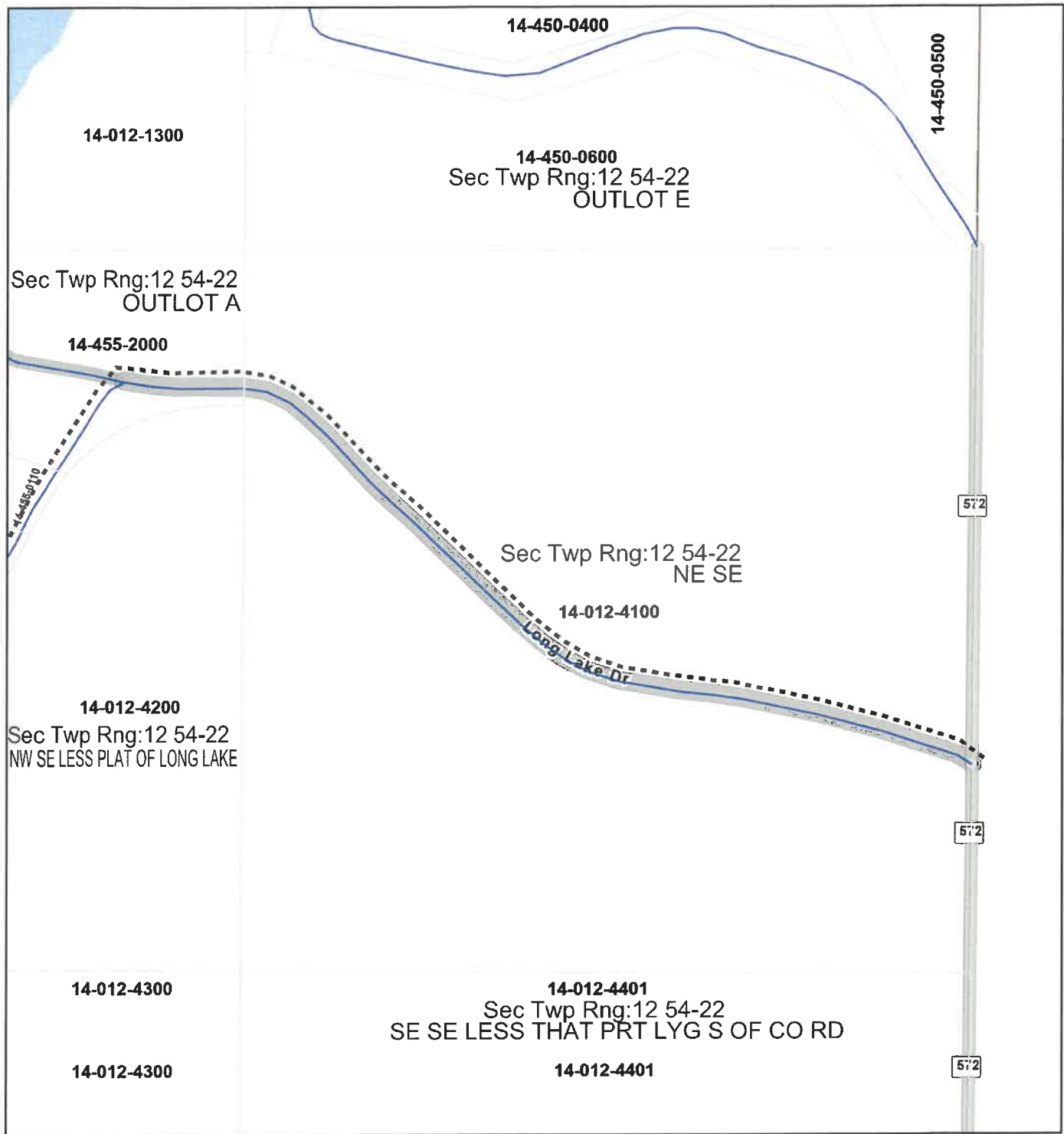
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

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

LONG LAKE DRIVE



ITASCA COUNTY UTILITY LICENSE

This license ("License") is granted this 27th day of February, 2024, 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: Seven Hundred Sixteen Dollars and 64/100ths (\$716.64) (sum of \$88.64 application fee, \$628.00 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 February 27, 2034. 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 Helen Lake Lane and Tank Lake Road, 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:

Southeast Quarter of the Northeast Quarter (SE NE), Section Fourteen (14), Township Fifty-five (55), Range Twenty-two (22) and all of the Northwest Quarter of the Southwest Quarter (NW SW) and part of the Southwest Quarter of the Northwest Quarter (SW NW), both in Section Thirteen (13), Township Fifty-five (55), Range Twenty-two (22).

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 September 8, 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
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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 Austin Rohling Itasca County Auditor County Courthouse 123 NE 4th 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.

PAUL BUNYAN TELEPHONE COOPERATIVE

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)

) ss

COUNTY OF _____)

This instrument was acknowledged to before me this _____ day of _____, 2024 by _____, as the _____ of Paul Bunyan Telephone Cooperative, Licensee.

(Notary Seal)

Notary Public

Dated: _____

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 _____, 2024, by Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

Dated: _____

ITASCA COUNTY LAND COMMISSIONER

Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

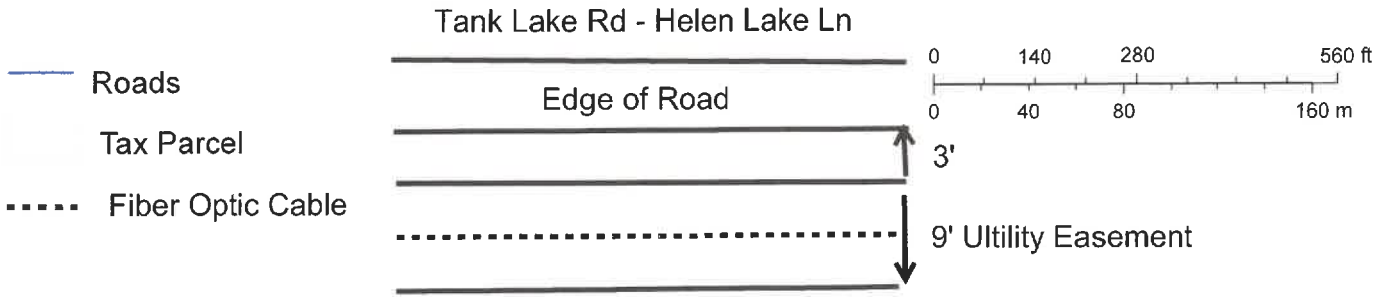
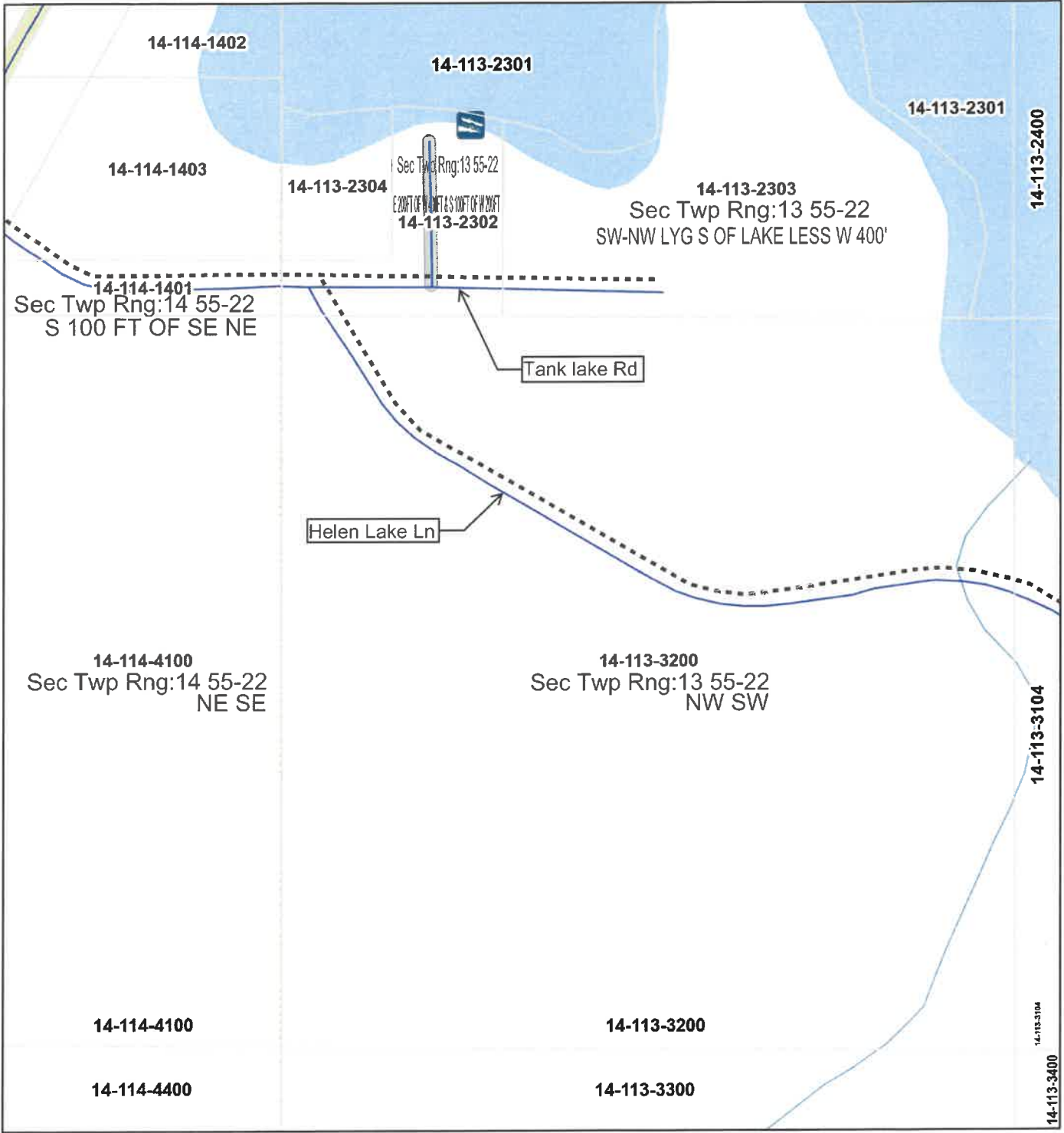
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

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

TANK LAKE ROAD - HELEN LAKE LANE



ITASCA COUNTY UTILITY LICENSE

This license ("License") is granted this 27th day of February, 2024, 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: Four Hundred Forty-six Dollars and 23/100ths (\$446.23) (sum of \$55.23 application fee, \$391.00 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 February 27, 2034. 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 South Beauty Lane 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:

The Northwest Quarter of the Northeast Quarter (NW NE), Section Twenty-six (26), Township Fifty-five (55), Range Twenty-two (22).

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 September 30, 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 Austin Rohling Itasca County Auditor County Courthouse 123 NE 4th 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.

PAUL BUNYAN TELEPHONE COOPERATIVE

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)

) ss

COUNTY OF _____)

This instrument was acknowledged to before me this _____ day of _____, 2024 by _____, as the _____ of Paul Bunyan Telephone Cooperative, Licensee.

(Notary Seal)

Notary Public

Dated: _____

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 _____, 2024, by Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

Dated: _____

ITASCA COUNTY LAND COMMISSIONER

Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

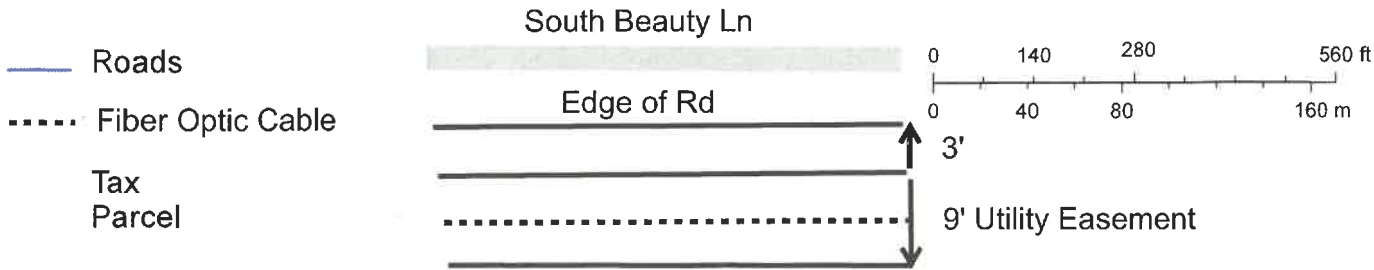
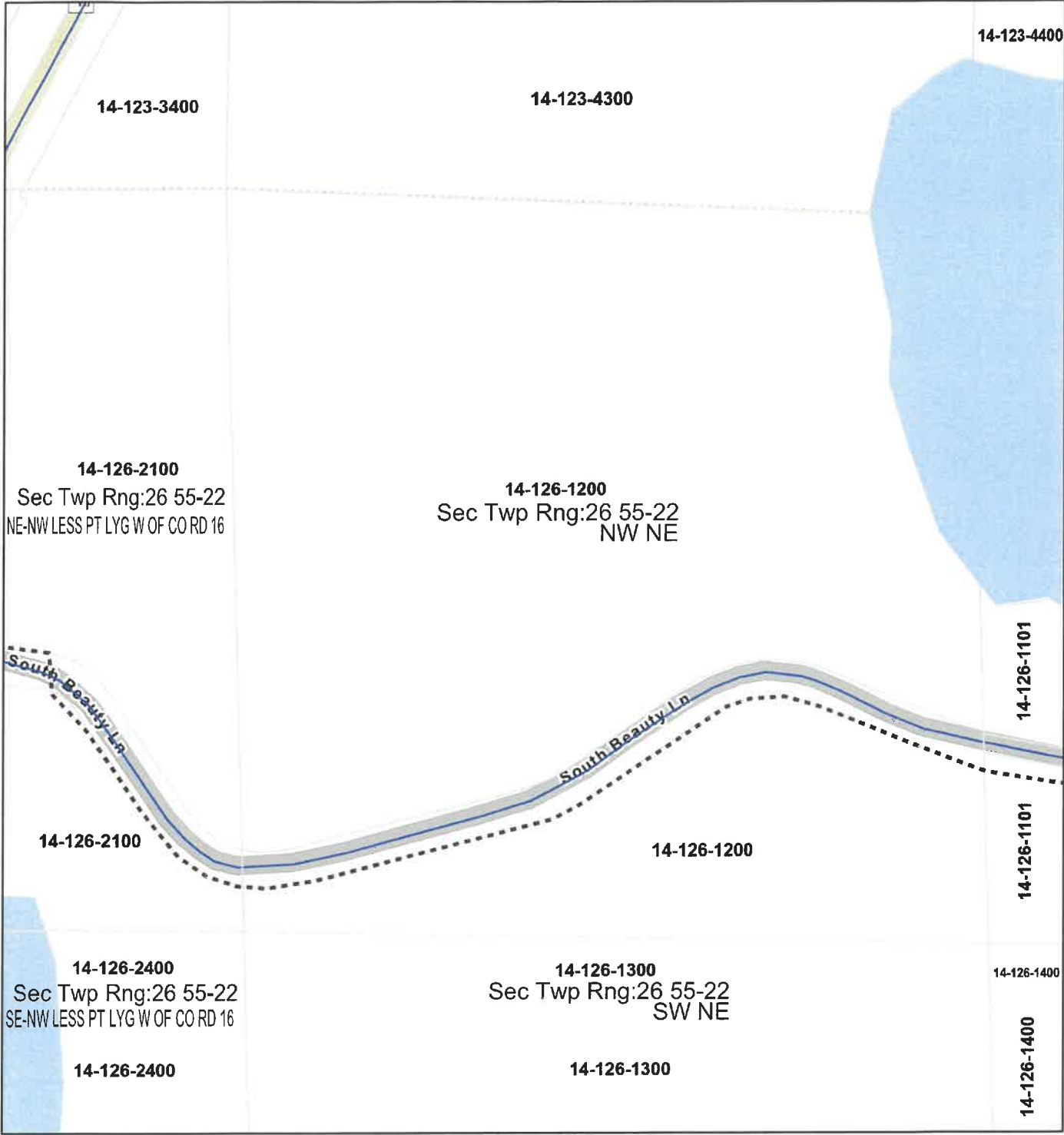
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

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

SOUTH BEAUTY LANE





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3465

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

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

BOARD ACTION REQUESTED:

Approve four Utility Licenses for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Township 59, Range 22, 23, 24 and 25 and authorize necessary signatures.

BACKGROUND:

These Licenses are for construction of underground telecommunication lines running parallel with Bower Lake Forest Road, West Stingy Lane, Lum Lake Road, County Road 354, East Wolf Lake Trail, Hartley Lake Road and Beaver Run Road for a term of 10 years.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. License Bower_Stingy final
2. License Lum Lake Rd final
3. License Cty Rd 354 Beaver Run final
4. License E Wolf Lake_Hartley final

02/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/27/2024 2:30 PM
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ITASCA COUNTY UTILITY LICENSE

This license ("License") is granted this 27th day of February, 2024, 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: Eight Hundred Eight Dollars and 00/100ths (\$808.00) (sum of \$100.00 application fee, \$708.00 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 February 27, 2034. 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 Bower Lake Road and West Stingy Lane, 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 Southwest Quarter (SW SW), Section Fifteen (15), Township Fifty-nine (59), Range Twenty-two (22) and the Northwest Quarter (NW1/4), Section Twenty-two (22), Township Fifty-nine (59), Range Twenty-two (22).

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 August 8, 2022 and renewed July 31, 2023.

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

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

This License is granted subject to the following terms:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

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

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

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

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

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

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

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

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

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

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

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

22. Additional construction and maintenance specifications:

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

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

Itasca County Contacts:	Licensee:
Itasca County Land Department c/o Land Commissioner Kory Cease 1177 LaPrairie Avenue Grand Rapids, Minnesota 55744 Austin Rohling Itasca County Auditor County Courthouse 123 NE 4th 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.

PAUL BUNYAN TELEPHONE COOPERATIVE

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)

) ss

COUNTY OF _____)

This instrument was acknowledged to before me this _____ day of _____, 2024 by _____, as the _____ of Paul Bunyan Telephone Cooperative, Licensee.

(Notary Seal)

Notary Public

Dated: _____

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 _____, 2024, by Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

Dated: _____

ITASCA COUNTY LAND COMMISSIONER

Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

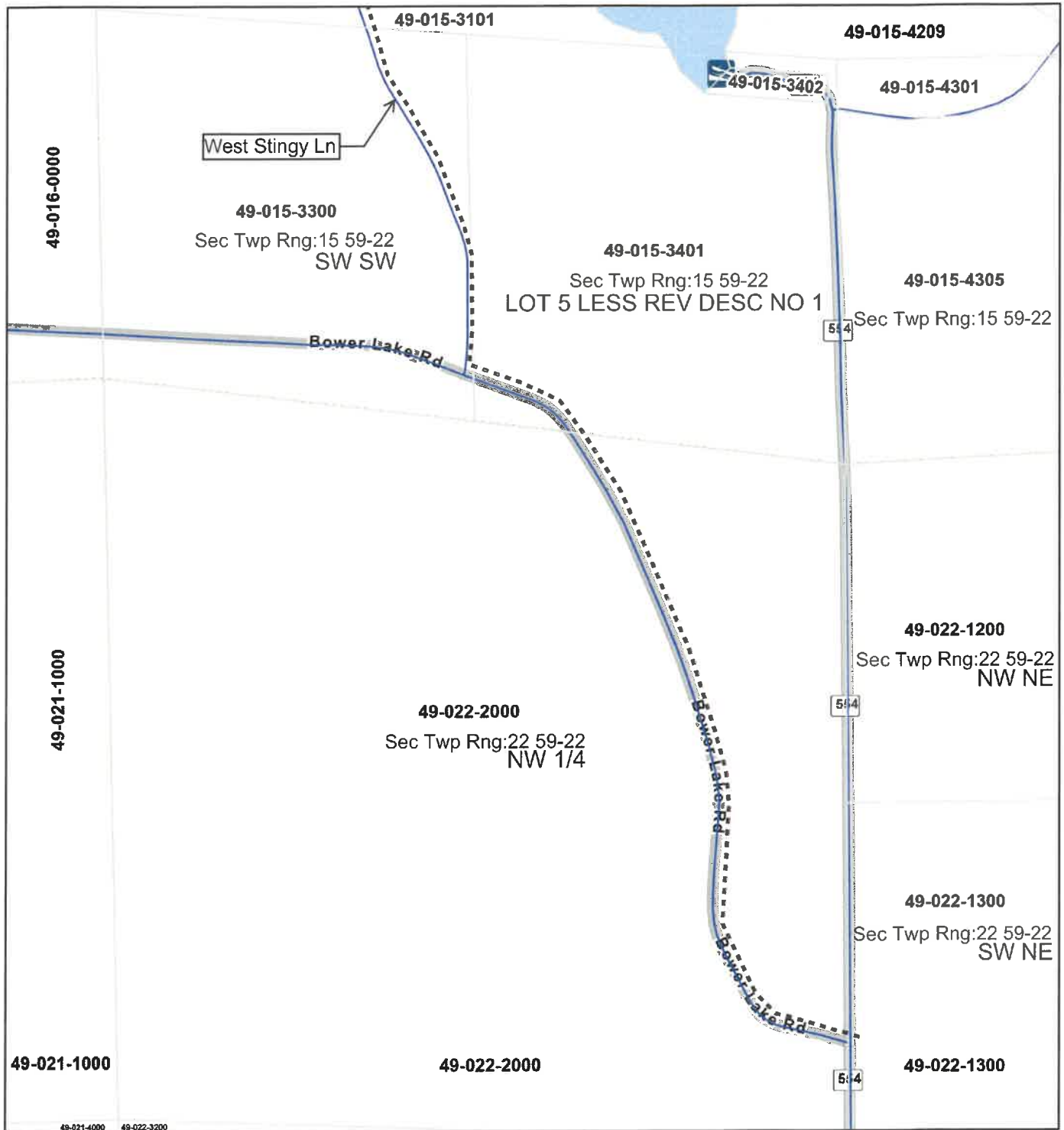
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

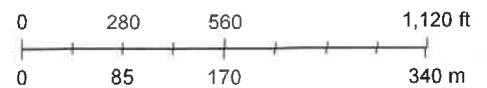
Notary Public

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

Bower Lake Forest Rd - West Stingy Ln



1:9,028



Bower Lake Rd

- Roads
- Tax Parcel
- - - - Fiber Optic Cable

Edge Of Rd

3'

9' Utility Easement

CNS

This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.

ITASCA COUNTY UTILITY LICENSE

This license ("License") is granted this 27th day of February, 2024, 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: Nine Hundred Forty-six Dollars and 00/100ths (\$946.00) (sum of \$150.00 application fee, \$787.00 land value, and \$9.00 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 February 27, 2034. 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 Lum Lake Road, 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 of the Southwest Quarter (NW SW), Section Twenty-nine (29), Township Fifty-nine (59), Range Twenty-four (24) and Northeast Quarter of the Northwest Quarter (NE NW) and Government Lot Three (3), Section Thirty (30), Township Fifty-nine (59), 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 28, 2022 and the Utility Permit renewal dated July 31, 2023.

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

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

This License is granted subject to the following terms:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

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

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

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

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

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

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

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

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

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

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

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

22. Additional construction and maintenance specifications:

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

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

Itasca County Contacts:	Licensee:
Itasca County Land Department c/o Land Commissioner Kory Cease 1177 LaPrairie Avenue Grand Rapids, Minnesota 55744 Austin Rohling Itasca County Auditor County Courthouse 123 NE 4th 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.

PAUL BUNYAN TELEPHONE COOPERATIVE

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)

) ss

COUNTY OF _____)

This instrument was acknowledged to before me this _____ day of _____, 2024 by _____, as the _____ of Paul Bunyan Telephone Cooperative, Licensee.

(Notary Seal)

Notary Public

Dated: _____

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 _____, 2024, by Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

Dated: _____

ITASCA COUNTY LAND COMMISSIONER

Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

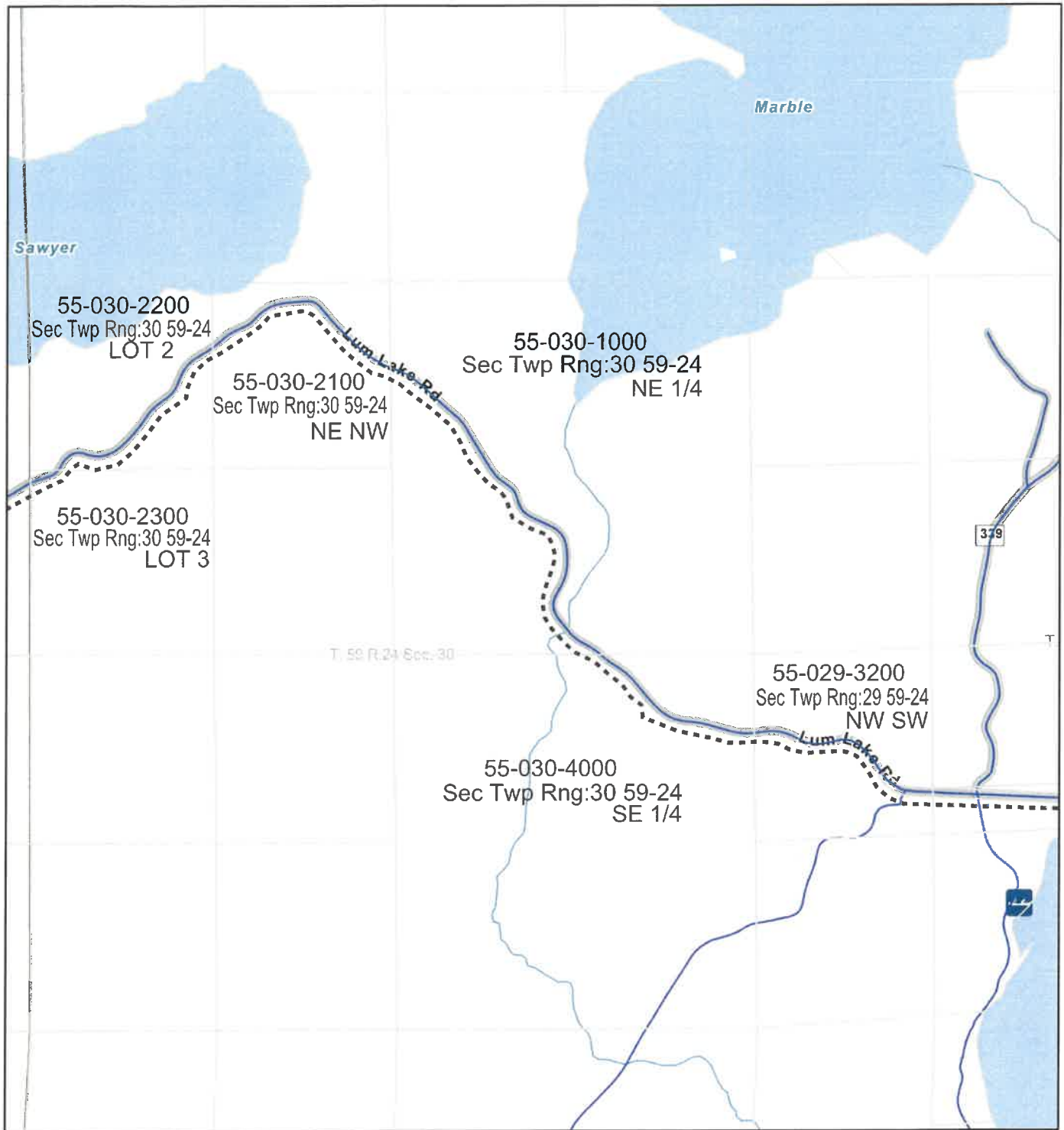
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

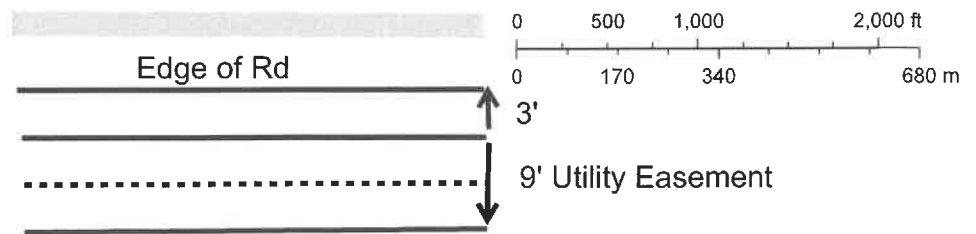
Drafted by: Cindy Shevich, Real Estate Specialist
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

LUM LAKE ROAD



Lum Lake Rd

- Roads
- Tax Parcel
- - - - Fiber Optic Cable



ITASCA COUNTY UTILITY LICENSE

This license ("License") is granted this 27th day of February, 2024, 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: Four Hundred Fifty-four Dollars and 50/100ths (\$454.50) (sum of \$52.50 application fee, \$372.00 land value, and \$30.00 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 February 27, 2034. 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 354 and Beaver Run Road, 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 of the Southwest Quarter (NW SW), Section Thirty-two (32), Township Fifty-nine (59) North, Range Twenty-five (25) West and the North half of the Southeast Quarter (N1/2 SE) and the Northeast Quarter of the Southwest Quarter, Section Thirty-one (31), Township Fifty-nine (59) North, Range Twenty-five (25) West.

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 August 8, 2022 and the Utility Permit renewal dated July 31, 2023.

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

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

This License is granted subject to the following terms:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

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

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

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

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

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

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

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

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

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

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

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

22. Additional construction and maintenance specifications:

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

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

Itasca County Contacts:	Licensee:
Itasca County Land Department c/o Land Commissioner Kory Cease 1177 LaPrairie Avenue Grand Rapids, Minnesota 55744 Austin Rohling Itasca County Auditor County Courthouse 123 NE 4th 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.

PAUL BUNYAN TELEPHONE COOPERATIVE

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)

) ss

COUNTY OF _____)

This instrument was acknowledged to before me this _____ day of _____, 2024 by _____, as the _____ of Paul Bunyan Telephone Cooperative, Licensee.

(Notary Seal)

Notary Public

Dated: _____

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 _____, 2024, by Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

Dated: _____

ITASCA COUNTY LAND COMMISSIONER

Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

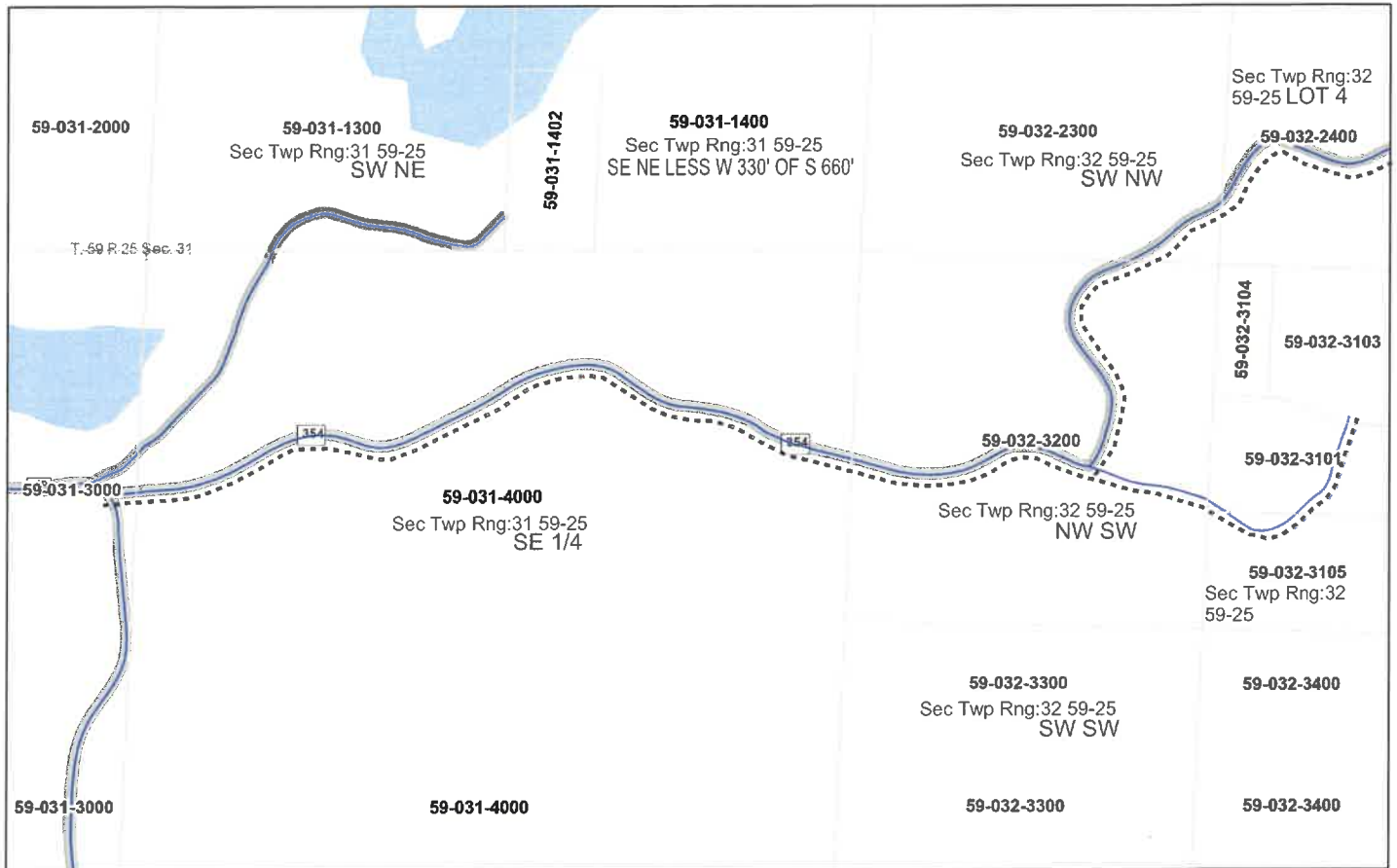
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

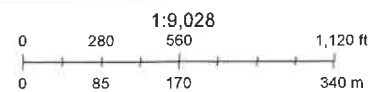
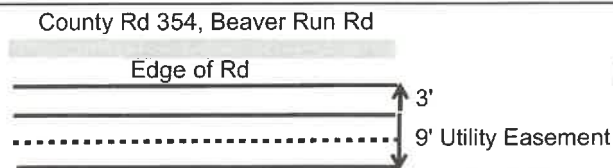
Notary Public

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

COUNTY RD 354 - BEAVER RUN RD



- Tax Parcel
- Roads
- Fiber Optic Cable



CNS

This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.

ITASCA COUNTY UTILITY LICENSE

This license ("License") is granted this 27th day of February, 2024, 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 Hundred Eighty-four Dollars and 00/100ths (\$384.00) (sum of \$50.00 application fee, \$254.00 land value, and \$80.00 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 February 27, 2034. 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 Wolf Lake Trail and Hartley Lake Road, 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:

Lot Five (5), Block Two (2) and Outlot B, Plat of Wolf Lake and Outlot A, Hartley Lake East and Government Lot One (1), Section Thirty-two (32), Township Fifty-nine (59), Range Twenty-three (23), Less the North 300 feet lying West of Forest Trail and East of Outlot Stream from Hartley Lake and Less the Plat of Hartley Lake East.

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 July 18, 2022.

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

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

This License is granted subject to the following terms:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

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

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

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

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

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

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

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

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

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

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

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

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- 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 Austin Rohling Itasca County Auditor County Courthouse 123 NE 4th 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.

PAUL BUNYAN TELEPHONE COOPERATIVE

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)

) ss

COUNTY OF _____)

This instrument was acknowledged to before me this _____ day of _____, 2024 by _____, as the _____ of Paul Bunyan Telephone Cooperative, Licensee.

(Notary Seal)

Notary Public

Dated: _____

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 _____, 2024, by Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

Dated: _____

ITASCA COUNTY LAND COMMISSIONER

Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

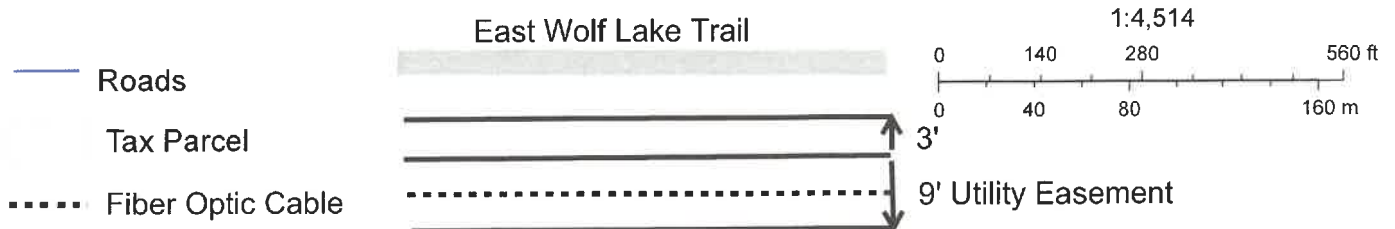
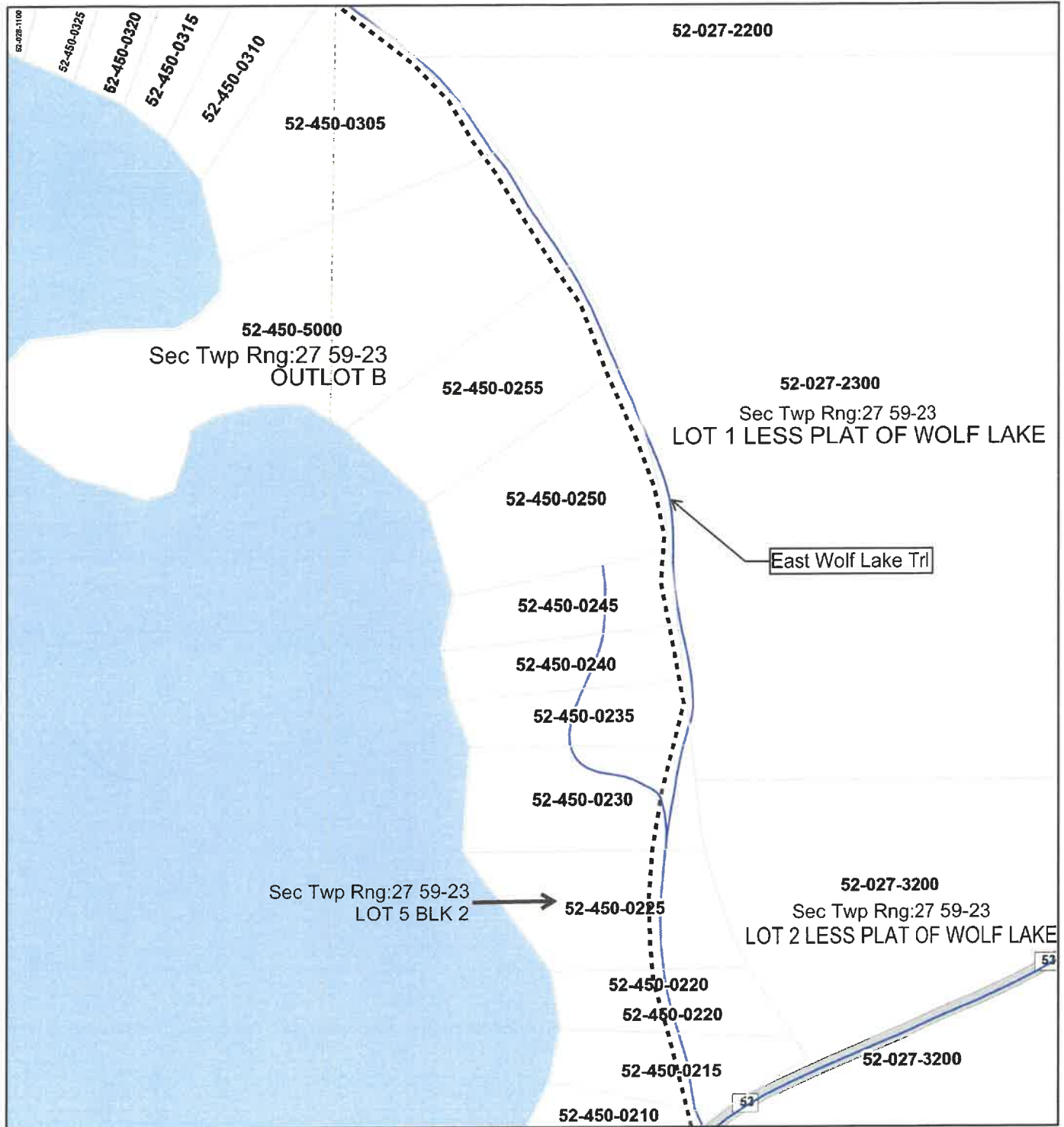
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

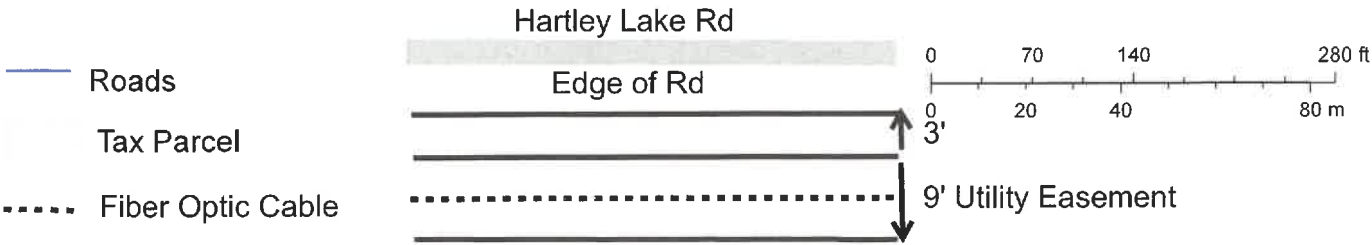
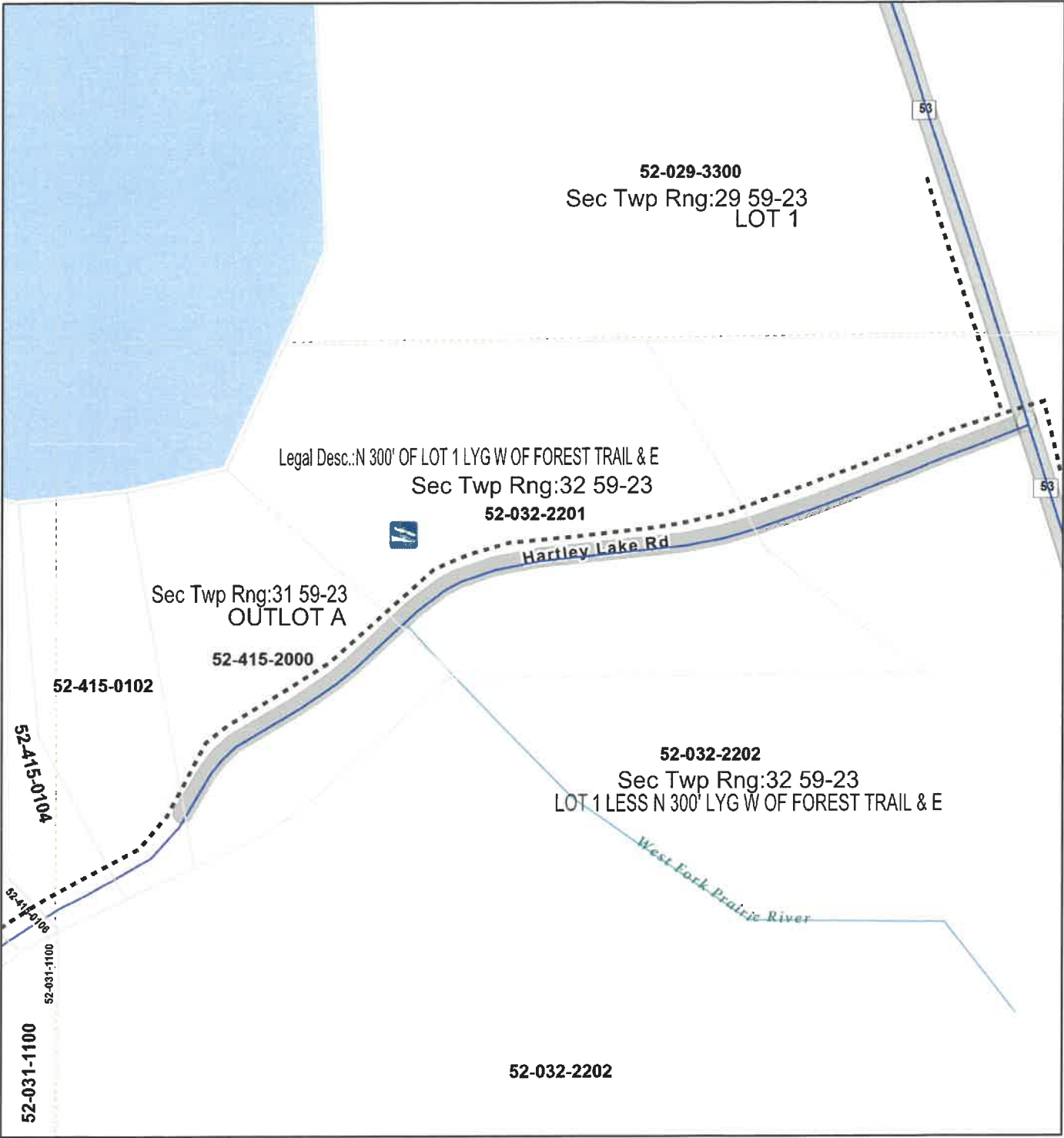
Notary Public

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

EAST WOLF LAKE TRAIL



HARTLEY LAKE ROAD





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3466

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

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

BOARD ACTION REQUESTED:

Approve two Utility Licenses for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Carpenter and Balsam Township and authorize necessary signatures.

BACKGROUND:

These Licenses are for construction of underground telecommunication lines running parallel with Five Island Lake Road and a service line running North off County Road 8 for a term of 10 years.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. License Five Island Lake Rd Final
2. License Cty Rd 8 final

02/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/27/2024 2:30 PM
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ITASCA COUNTY UTILITY LICENSE

This license ("License") is granted this 27th day of February, 2024, 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 One Hundred Thirty-five Dollars and no/100ths (\$1,135.00) (sum of \$128.00 application fee, \$1,007.00 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 February 27, 2034. 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 Five Island Lake Road and 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), Township Sixty-two (62), Range Twenty-three (23) and East Half of the Northeast Quarter (E1/2 NE), Section Thirty (30), Township Sixty-two (62), 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 14, 2022.

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

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

This License is granted subject to the following terms:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

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

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

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

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

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

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

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

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

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

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

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

22. Additional construction and maintenance specifications:

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

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

Itasca County Contacts:	Licensee:
Itasca County Land Department c/o Land Commissioner Kory Cease 1177 LaPrairie Avenue Grand Rapids, Minnesota 55744 Austin Rohling Itasca County Auditor County Courthouse 123 NE 4th 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.

PAUL BUNYAN TELEPHONE COOPERATIVE

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)

) ss

COUNTY OF _____)

This instrument was acknowledged to before me this _____ day of _____, 2024 by _____, as the _____ of Paul Bunyan Telephone Cooperative, Licensee.

(Notary Seal)

Notary Public

Dated: _____

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 _____, 2024, by Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

Dated: _____

ITASCA COUNTY LAND COMMISSIONER

Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

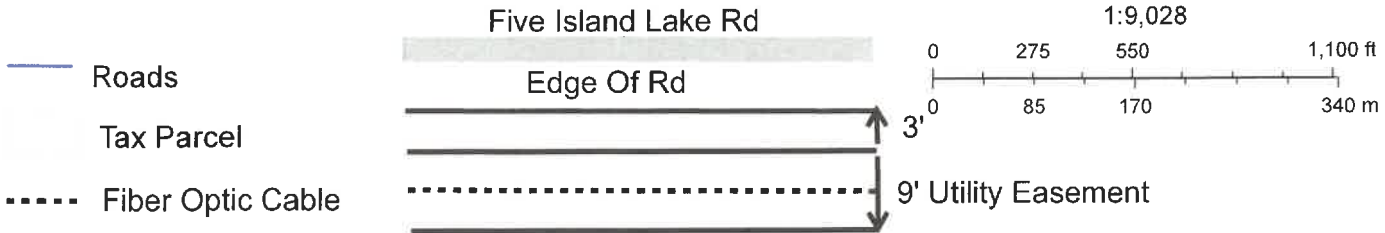
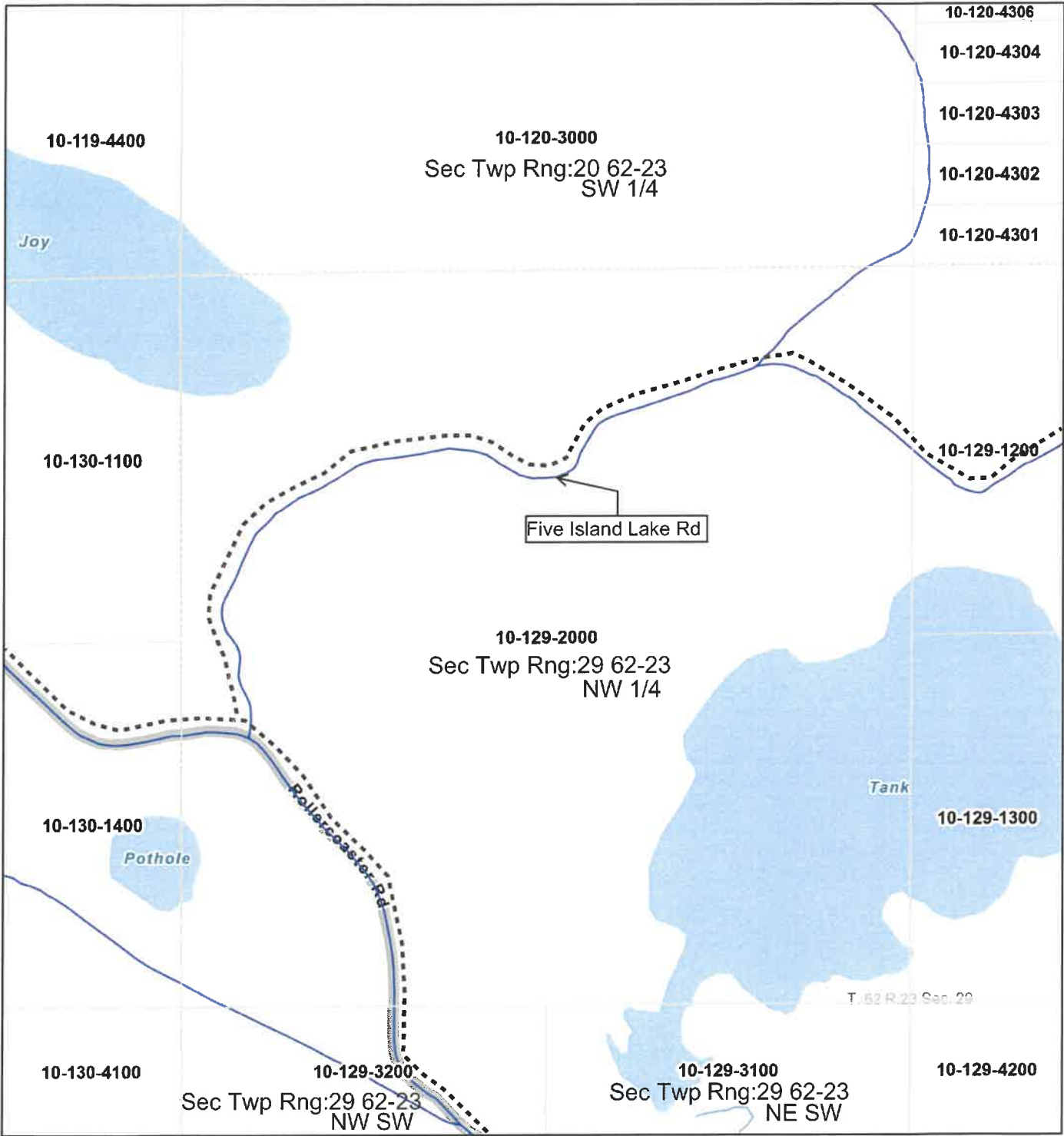
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

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

FIVE ISLAND LAKE ROAD



ITASCA COUNTY UTILITY LICENSE

This license ("License") is granted this 27th day of February, 2024, 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: Five Hundred Forty-nine Dollars and 74/100ths (\$549.74) (sum of \$50.00 application fee, \$354.00 land value, and \$195.74 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 February 27, 2034. 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 8, 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 Southwest Quarter (SW SW), Section Twenty-five (25), Township Fifty-eight (58), 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 July 27, 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 Austin Rohling Itasca County Auditor County Courthouse 123 NE 4th 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.

PAUL BUNYAN TELEPHONE COOPERATIVE

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)

) ss

COUNTY OF _____)

This instrument was acknowledged to before me this _____ day of _____, 2024 by _____, as the _____ of Paul Bunyan Telephone Cooperative, Licensee.

(Notary Seal)

Notary Public

Dated: _____

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 _____, 2024, by Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

Dated: _____

ITASCA COUNTY LAND COMMISSIONER

Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

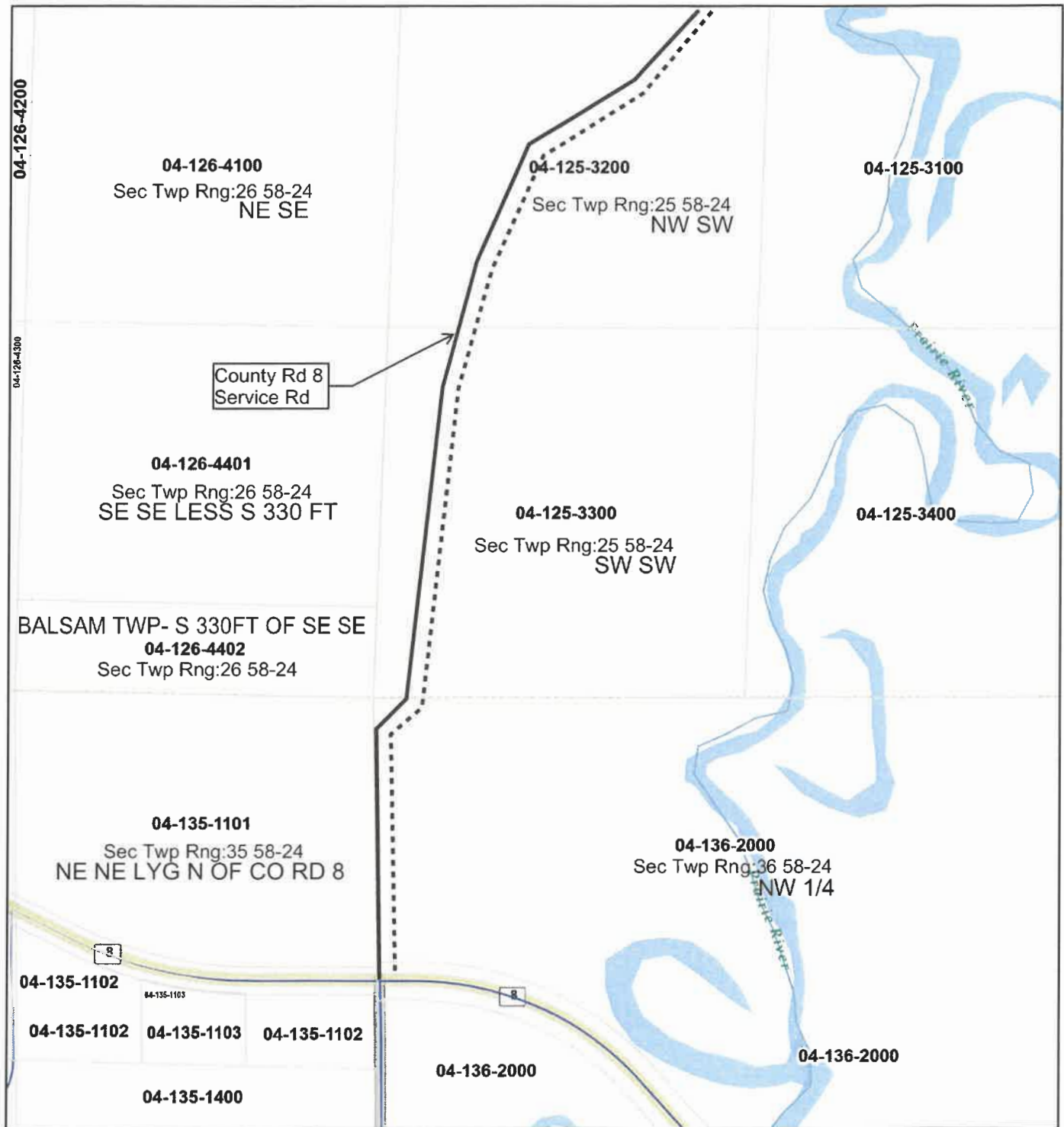
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

Notary Public

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

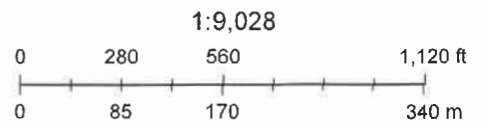
COUNTY ROAD 8 (SERVICE LINE)



- Roads
- ▭ Tax Parcel
- Fiber Optic Cable

County Rd 8 (Service Line)

Edge Of Rd



3'
9' Utility Easement



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3467

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons, Jesse Lehner

AGENDA ITEM:

Contract Award - Tree Planting 2024

BOARD ACTION REQUESTED:

Award 2024 Tree Planting Contract to Great Lakes Forestry, LLC in the amount of \$26,560.75 to be paid from Forest Resource Fund 12 and authorize necessary signatures.

BACKGROUND: Quotes have been solicited for tree planting on 396 acres of tax-forfeited trust land that were prepared for tree planting in 2023.

The results are below:

Vendor	Total Project Cost
• Great Lakes Forestry, LLC	\$26,560.75 project total
• Thomas Forestry	\$27,211.41 project total
• Superior Forestry Services, Inc.	\$31,432.76 project total
• Express Forestry Service, Inc.	\$32,604.32 project total
• Mustang Forestry	\$33,284.99 project total
• Summit Forests, Inc.	\$171,373.01 project total

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Tree Planting 2024

02/20/2024

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/27/2024 2:30 PM

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 13th day of February, 2024, by and between the County of Itasca, herein called the “County,” and Great Lakes Forestry LLC, a corporation organized and existing under the laws of the State of Wisconsin, located at 800 Wisconsin Street, Mailbox 92 Eau Claire, WI 54703, herein called the “Vendor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase **Tree Seedling Planting** services from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **April 1, 2024** to **June 1, 2024**, inclusive. The Contract may be extended if provided for in the Special Conditions. **Specific project dates are defined in Attachment A.**

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked **Attachment A**.

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be \$ 26,560.75 for the current term.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one payment of \$ 26,560.75, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

- H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

	<u>Limit</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

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 **Itasca County must be named as certificate holder and an additional insured.**

J.1.4 Automobile Liability Insurance

J.1.4.1

	<u>Limit</u>
Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	\$1,500,000

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	<u>Limit</u>
J.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a cases by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

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

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

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, acts of God, legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

- O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

- Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

- R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

- S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

- T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are

no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this _____ day of _____, _____.

(Vendor Name)

COUNTY OF ITASCA, MINNESOTA

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

ATTACHMENT A
PROJECT SPECIFICATIONS - TREE PLANTING 2024

I. VENDOR TO PLANT TREES

Subject to the terms and conditions stated below the Vendor will plant seedling trees supplied by Itasca County on various plantable acres located within Itasca County, Minnesota.

The approximate total number of seedlings to be planted and the actual size of areas to be planted are set forth in Attachment B.

Tracts will be awarded to the lowest quote based on total project cost. The term "tract size" as used herein shall mean that total land area within the planting area, which includes implantable areas occupied by brush clumps, logging debris, and general physical barriers, or wet areas.

II. SPECIFICATIONS FOR SEEDLING TREE CARE

The practices outlined below are required to ensure that healthy seedlings are planted. All seedlings shall be handled according to these specifications. Any act contrary to these practices, or their intent, shall result in a penalty equal to the value of the trees involved, or a contract violation fine of \$25.00.

After taking possession of seedling trees, the Vendor shall plant such trees as quickly as possible. Storage time for such trees shall be as short as possible, especially at planting sites.

All necessary storage for periods of time greater than one (1) hour shall be in a cool, shaded location where trees will be protected from vandalism, theft, animal damage, and exposure to excessive sun or drying wind. The County will determine where seedlings will be dropped off and stored on a site by site basis, with emphasis on maintaining seedling health and integrity.

If the Vendor notices mold, dryness of roots, or other evidence of injury or decay to the seedling at any time, it must be reported to the County and such trees shall not be planted without approval of the County. The Vendor shall not root prune, top prune or cull trees. If it appears to the Vendor that such treatment is necessary, he/she will report to the County, who will provide approval to the Vendor to do the necessary work before the trees are planted.

Containerized seedlings come plugged, wrapped, and boxed. Seedlings shall be kept in the boxes until the immediate time of planting. The Vendor should understand containerized seedlings are size 309 for red pine, white pine, and jack pine, and size 411B for white spruce.

Bareroot seedlings come root pruned and boxed. Seedlings shall be kept in the boxes until the immediate time of planting.

Seedlings shall be stored in the planting bags during the planting operation and shall not be stored "in hand". A single seedling shall be removed from the planting bag at each planting location. Planters carrying multiple seedlings shall be subject to a contract violation fine of \$25.00 per occurrence.

III. SPECIFICATIONS FOR PLANTING

The Vendor shall carefully plant the trees on the areas designated and in accordance with the following conditions and specifications to ensure high survival:

- A. Trees are to be planted in rows, spaced uniformly at intervals designed to meet total number of seedlings as outlined on the Site Summary. On sites prepared by disc trenching, planting location will vary with soil conditions; some sites will require that seedlings be planted at the base of the trench, while other sites will require that seedlings be planted on the overturned berm. The County at each planting site will define the location, and the Vendor will be required to make appropriate adjustments.

Uniform spacing will be of less importance than planting in the best locations for survival. For this reason, trees may be planted at intervals up to approximately one (1) foot more or less than normal. The objective will be to establish by this planting a total tree stand where all trees are well distributed within the spacing specifications. NOTE: Spacing is based on a horizontal plane. Jack pine shall be planted at 1000 trees/acre (5 feet by 8 feet spacing), all others at 850 trees/acre

(6 feet by 7 feet spacing), unless stated otherwise by County personnel.

Fill plants are sites that have been planted and stocking is such that additional trees are required to bring stocking levels up to acceptable levels. Planters are to plant trees 7 to 8 feet from existing live planted trees. The goal is to fill in the holes so the site is evenly planted across the site meeting stocking goals.

B. Trees shall not be planted in the following locations:

1. In rodent colonies or mounds of loose soil subject to unusual dryness or erosion.
2. In abnormal depressions subject to filling with soil, water, or debris.
3. In rotten wood.
4. In game trails.
5. On any filled ground supporting a permanent roadbed, on water-bars across cart-roads, or on access roads.
6. On areas within approximately six (6) feet from the outer edge of an access trail or ten (10) feet from a system road.
7. On exposed rock.
8. In designated wildlife openings.
9. Closer than two (2) feet from one another. (Including pre-existing trees of suitable species).

C. All planted tree seedlings shall be erect and planted perpendicular to a horizontal plane and not perpendicular to the slope of the ground. Planting holes shall likewise be vertical. Itasca County understands that any tool can result in well planted trees if used properly. However, consistent misuse of tools by the Vendor that result in seedlings planted at angles less than 70 degrees from horizontal will result in a requirement to use other tools more suitable to the techniques of the Vendor's crews.

D. Seedlings shall be set firmly enough in the ground that if they are given a tug on the stem, the tree will not be loosened. The root collar on each planted tree shall be at mineral soil level, with an acceptable tolerance of up to a maximum of 1/2" below mineral soil level. There shall be no stem or root damage resulting from planting, including scuffing bark, crushing buds, and tearing roots. Planting holes shall be deep enough to accommodate the full length of the plug root mass, and each plug must be fully inserted into the hole with the root plug extending vertical and with approximately 1/2" of mineral soil over the planted plug. It shall not be acceptable practice to bend the plug root mass of a seedling to force it into a shallow planting hole.

IV. WEATHER CONDITIONS

In instances of periods of severe drought, extended unseasonably hot and dry weather, or unseasonably cold and snowy weather, the County may temporarily suspend planting operations. If this suspension of operations extends 7 days or more, the County and the Vendor shall review the Plan of Work and arrive at a mutually agreeable completion schedule.

V. SPECIAL CONSIDERATIONS

The County will assist the Vendor in location of each tract. The County will haul the seedlings daily to drop points designated by the County to the planting areas located and noted on the project maps. The Vendor will be responsible for the distribution of seedlings and gathering up of the seedling bags and boxes. The Vendor will return unplanted seedlings, empty bags, boxes, and containers to the drop points upon completion of the site. Empty boxes shall be bundled to facilitate handling and bags shall be consolidated. Failure to return boxes or bags shall result in a penalty to be charged to the Vendor equal to the cost of County personnel doing this task, including labor and mileage. Vendor will provide supervision for his/her workers and shall provide a non-

planting foreman for each crew. The foremen will relay instructions, and directions from the County personnel to the crew. This foreman shall be the liaison in contract interpretations and is to relay planting problems to the crew. This foreman must be able to effectively communicate in fluent English to County administrator and with the crews in their primary languages. Itasca County requires a crew of ten (10) planters plus a non-planting foreman. The foreman must record the number of trees planted in 1/100th acre fixed radius plots at a density of 1 plot per every two acres. The data collected will be given to the forester as each site is completed. The foreman is responsible for achieving the target planting density.

VI. LABOR, EQUIPMENT, AND MATERIALS

The Vendor shall provide all of the labor, supervision, transportation, equipment, and tools of design necessary to plant according to specifications. Tree seedlings are provided by the County.

VII. INSPECTION, ACCEPTANCE, COMPENSATION AND PENALTIES

The County will make inspections of the Vendor's operations to verify compliance with the specifications of this contract. Actions by the Vendor, or the Vendor's employees, which are in direct deviation from the requirements of this contract will result in a fine of twenty-five dollars (\$25.00) per occurrence.

The County will maintain records of the number of seedling trees provided to Vendor for planting. For all sites, planting records shall be based on compilation of nursery delivery receipts, less any corrections on deficiencies noted by the County.

Vendor shall be paid the amounts specified in the Site Summary for planting done to contract specifications as verified and inspected, reduced or increased by any adjustments or penalties as provided herein.

Acreages listed in the Site Summary are assumed to be correct. Should Vendor find a discrepancy between actual acreages and tract acreages listed in this contract, Vendor may request written clarification by the County prior to the commencement of work.

Vendor will be paid for only those acres planted, which may be less than the tract size. The County may make adjustments to the unit map at the time of the planting and will inform as to the acres planted.

The County may subtract sites from the contract at its own discrepancy. Should sites be added, there must be mutual agreement between the County and Vendor.

If Vendor does not perform to specifications it is agreed:

- A. If the County determines from inspection of representative cross sections of planted areas that over 8% of the planted trees are deficient in specifications set forth in Subsection III, Specifications for Planting, the County may then elect between the following penalties, for application to both the inspected section and the entire area represented thereby, and Vendor agrees hereby to comply with that decision:
 1. The payment to Vendor may be reduced by an amount representative of the number of trees not planted to specifications in excess of 8% of the total planted, at a rate equal to 2% reduction for each 1% unacceptably planted seedlings.
 2. Vendor will replant the area as necessary to bring it into compliance with planting specifications, with no additional compensation and no extensions of time.
- B. If the County determines from inspection of a representative cross section of planted areas that the trees per acre are not within the specified spacing, plus or minus 50 trees per acre, the County may then elect between the following penalties, for application to both the inspected section and the entire area represented thereby, and Vendor agrees hereby to comply with that decision:
 1. The payment to Vendor may be reduced by an amount representative of the number of trees over or under the trees per acre specified. This reduction of payment may be added to any reductions made under the provisions of this contract. Over or under planting will

result in a charge to Vendor for the cost of stock that is over or under the acceptable limits.

2. Vendor will replant the area as necessary to bring it into compliance with planting specifications, with no additional compensation.

- C. In addition to the other remedies and rights of the County provided here, the County may deduct from Vendor's payment \$1.00 per tree found by the County to have been lost, misplaced, or discarded by Vendor or its employees. It is understood that seedling trees found on an inspection plot may be deemed to be representative of the number of seedling trees lost, misplaced, or discarded in the area of operation unless the County determines that the number of trees lost, misplaced, or discarded is greater. Nothing herein shall preclude the County from terminating this agreement if Vendor permits seedling trees to be discarded by Vendor's employees.

Garbage including papers, cans, bottles, and all other types of refuse shall be removed or disposed of to the satisfaction of the County. If the County must clean up such items on the tract, Vendor will be liable and shall be billed for all costs.

VIII. TERM

It is understood and agreed that Vendor will start work hereunder on or approximately April 28, 2023 and will perform the work diligently during all normal workday periods when weather and soil conditions will permit the planting of trees to specifications, to the end that the trees will be planted over the shortest possible period of time. If the Vendor has not begun work within five days of original start date that has been agreed upon during the Plan of Work, then the Vendor is in contract violation for everyday until work begins and will be penalized at a rate of \$50 dollars per day until planting begins. The County must approve weekend work schedules in advance. Seedlings shall be planted according to a consistent schedule determined in the Plan of Work and be completed by May 13, 2023. At any time the work falls substantially behind the schedule in the Plan of Work, the County reserves the right to award some or all sites to an alternate Vendor. Any additional expense involved in this action shall result in fines to the Vendor equal to these expenses.

It is understood that the starting date of this contract is dependent on frost free planting sites and the ability of the nursery to lift and deliver seedlings. Should the starting date be delayed by Itasca County for more than 7 calendar days, extensions to the completion dates may be granted. Extensions shall not exceed one day for each day of delay beyond the seven-day grace period.

IX. FIRE PREVENTION

Vendor agrees to comply with all laws and regulations governing fire hazards of the State of Minnesota and United States, and will conduct operations with extreme care to avoid creating fire hazards and to prevent the start or spread of fires. In the event a fire occurs on a site during contracted operations, Vendor shall use every reasonable effort to extinguish any such fire. Vendor will comply with any of the County's requirements in these respects, which may reasonably exceed those established by public law or regulation.

Subject to regulations of the State and/or direction of the County, Vendor will shut down or suspend operations during periods when the risk of fire becomes hazardous as a result thereof, and will conform to all other fire prevention measure being practiced by the County in its nearby operations. Vendor shall build no warming fires without the specific permission of the State Fire Warden at locations approved by the County and shall completely extinguish any such permitted warming fires immediately after its necessary use.

X. ORAL STATEMENTS

It is understood and agreed that the written terms and provisions of this contract shall supersede all oral statements or representations of the County, and oral statements shall not be effective or be construed as

being a part of this Contract. Any information provided to the Vendor by the County or its representative regarding site conditions and limitations is for general information only and shall not be relied upon by the Vendor as a representation of existing conditions or limitations. Submission of sealed bid creates a conclusive presumption that the Vendor expressly assumes this risk.

XI. SUBCONTRACTORS

Vendor shall not enter into any subcontract for performance of any services contemplated under this contract nor assign any interest in the contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

Any agreement between the Vendor and any subcontractor shall obligate the subcontractor to comply with the general terms of this contract. The Vendor shall be responsible for the performance of all subcontractors.

XII. PERFORMANCE BOND

The Vendor shall provide to the County a performance bond or certified check for 10% of the contract value within 10 working days of award of the Contract. Certified checks shall be made payable to Itasca County. This Bond is to ensure satisfactory completion of the contract, and shall be surrendered to the County if the Vendor's obligations under this Contract are not met, including but not limited to: 1) time of completion, 2) proper planting, or 3) planting density.

XIII. INSURANCE & WORKERS COMPENSATION

See Service Contract

XIV. OTHER REQUIREMENTS - STATE AND FEDERAL

All tree planting Vendors are governed by various State and Federal regulations. It should be expected that the Vendor will be inspected by the U.S. Department of Labor, or other regulatory agencies, for compliance with these requirements. Specific regulations may include, but are not limited to the following:

Fair Labor Standards Act (FLSA). Regulations applicable to wages, hours of work and minimum age for workers.

McNamara-O'Hara Service Contract Act (SCA). Regulations applicable to wages, benefits and overtime. Migrant and Seasonal Agricultural Worker Protection Act (MSPA). Regulations applicable to registration with the U.S. Department of Labor, wages, terms of work, transportation, insurance, housing, and field sanitation.

Further information on these and other State and Federal requirements for tree planting Vendors may be obtained for the U.S. Department of Labor.

XV. PRE-WORK CONFERENCES

By April 14, 2023, the Vendor shall contact the County and develop, upon mutual agreement, a Plan of Work, which shall include an approximate schedule for beginning the contract and a daily estimate of progress. This Plan of Work will allow the County to arrange for stock deliveries and manpower to meet the Vendor's needs. Significant deviations from this work plan may result in insufficient stock available to meet the needs of the Vendor or the Vendor falling substantially behind schedule. If the Vendor falls substantially behind schedule for whatever reason, the County may take action as outlined in this contract. Prior to start of this contract, the Vendor and its employees shall meet at a time that is mutually agreeable to discuss the terms of this Contract. This conference may be done "on site" at the first tract.

To the extent that any term in this attachment conflicts with any contract term or condition, the terms and conditions of the contract shall prevail over the attachment.

ATTACHMENT B
TREE PLANTING PROJECT FORM-2024
 Quotes must include all sites.

INITIAL PLANTS

Plantation Code	Legal	Acres	Species	Target Seedlings/Acre	Number of Seedlings	Price per 1000 Seedlings	Site Cost
24-01	54-24-28	22.9	Jack pine	1000	22,900	\$79.00	1,809.10
24-02	54-26-06	29.7	Red pine	850	25,245	79.00	1,994.36
24-03	55-22-19	40.9	Red pine	850	34,765	79.00	2,746.44
24-04	58-23-13	14.3	Jack pine	1000	14,300	79.00	1,129.70
24-05	59-25-04	38	Red pine	850	32,300	79.00	2,551.70
24-06	59-24-22	25.8	Red pine	850	21,930	79.00	1,732.47
24-07	59-24-23	27	Jack pine	1000	27,000	79.00	2,133.00
24-08	62-23-05	34.7	Red pine	850	29,495	79.00	2,330.11
24-09	53-24-02	18.5	Red pine	1000	18,500	79.00	1,461.50
24-10	62-23-22	8.3	Red pine	850	7,055	79.00	557.35
24-11	149-28-12	12.8	White spruce	750	9,600	79.00	758.40
24-12	59-24-04	15.8	Jack pine	1000	15,800	79.00	1,248.20
*24-13	54-22-02	30.4	White spruce	430	13,072	79.00	1,032.69

* No disc trenches

FILL PLANTS

Plantation Code	Legal	Acres	Species	Target Seedlings/Acre	Number of Seedlings	Price per 1000 Seedlings	Site Cost
*18-07	59-24-35	17	White spruce	1000	17,000	\$79.00	1,343.00
22-04	57-25-28	23.7	Red pine	850	20,230	79.00	1,598.17
21-09	60-23-05	11.2	White spruce	850	9,520	79.00	752.08
19-04	59-23-29	25	Red pine	700	17,500	79.00	1,382.50
Total Acres		396		Total Seedlings	336,127		

TOTAL CONTRACT VALUE: \$26,560.75

Continued next page

ATTACHMENT B
PROJECT FORM - TREE PLANTING 2024
continued

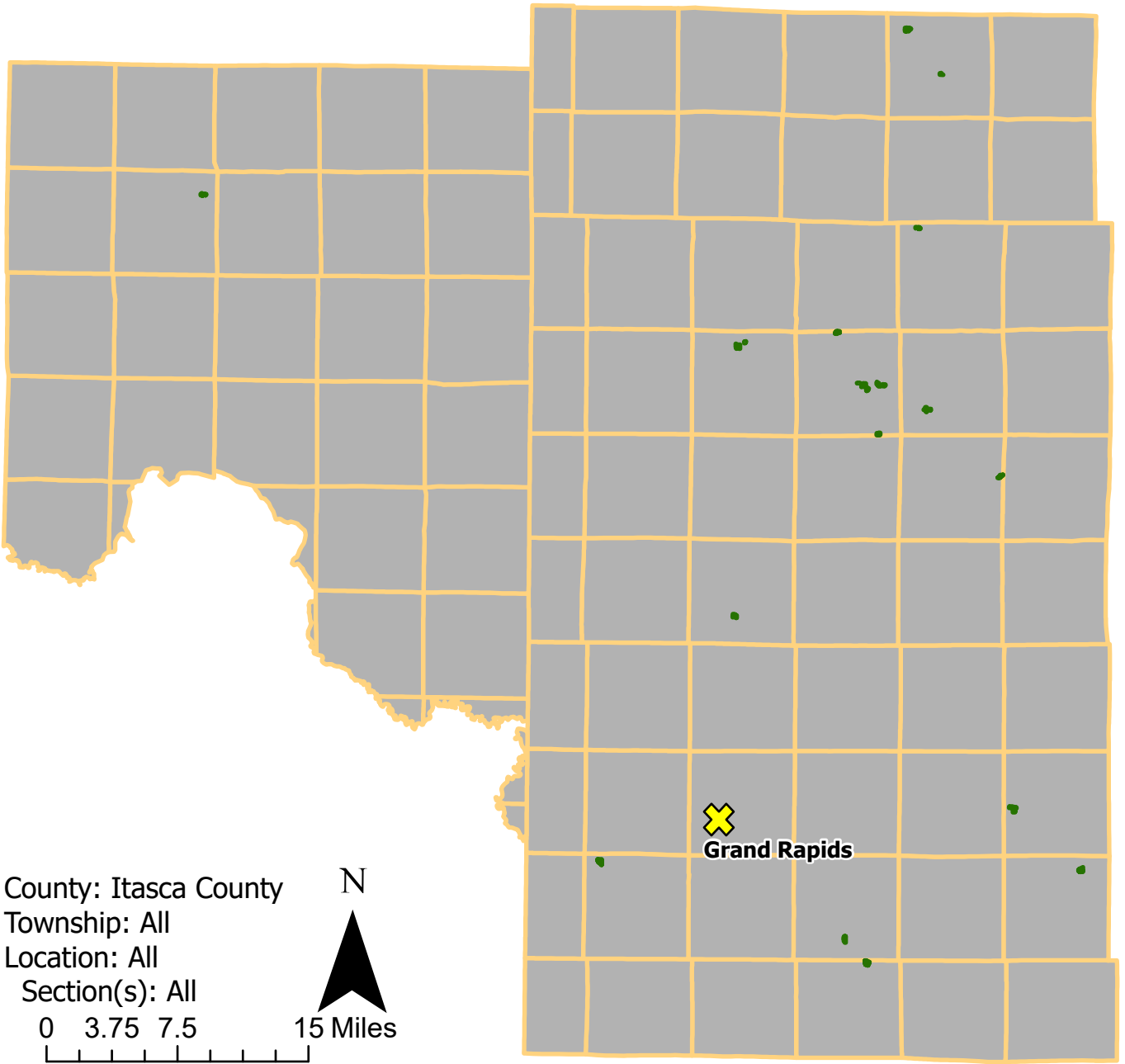
Company: Great Lakes Forestry LLC
Owner: Alfredo Aguilar
Address: 800 Wisconsin Street, Mailbox 92
Eau Claire, Wi 54703
Telephone: (715)514-1154
Email: greatlakesforestryllc@gmail.com
Signature: 

This form must be completed and returned in a sealed envelope plainly marked:

"TREE PLANTING 2024"

Township Division
Planting Sites

2024 Itasca County Planting Sites





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3468

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons, Jesse Lehner

AGENDA ITEM:

Contract Award - Site Preparation 2024

BOARD ACTION REQUESTED:

Award 2024 Site Preparation Contract to Future Forests Inc. in the amount of \$62,467.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

BACKGROUND:

Quotes have been publicly solicited for preparing 278 acres of tax forfeited trust land for spring 2025 tree planting. Site preparation is done by ground application of herbicide, disc trenching and/or roller chopping. Plantation release is also included in this contract. Future Forests Inc. submitted the only quote for a total project cost of \$62,467.00.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Site Prep Contract 2024

02/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/27/2024 2:30 PM
----------------	--------------------------------	---------------------------------

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 14th day of February, 2024, by and between the County of Itasca, herein called the “County,” and Future Forests Inc., a corporation organized and existing under the laws of the State of Minnesota, located at 72230 Beavertail Rd. Askov, MN 55704, herein called the “Vendor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase **forestry site preparation** services from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **June 1st, 2024** to **March 31, 2025**, inclusive. The Contract may be extended if provided for in the Special Conditions. **Specific project dates are defined in Attachment A.**

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked **Attachment A**.

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be \$ 62,467.00 for the current term.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one payment of \$ _62,467.00 __, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

- H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

	<u>Limit</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

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 Itasca County must be named as certificate holder and an additional insured.

J.1.4 Automobile Liability Insurance

J.1.4.1

	<u>Limit</u>
Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	\$1,500,000

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	<u>Limit</u>
J.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a cases by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

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

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

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, acts of God, legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

- O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

- Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

- R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

- S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

- T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are

ATTACHMENT A
SITE PREP SPECIFICATIONS- 2023

A. STARTING & ENDING DATES

Starting and completion dates are specific and firm. Site prep herbicide spraying may be started July 7, 2024, and must be completed by July 30, 2024. Release herbicide spraying may be started August 15, 2024, and must be completed by September 3, 2024. Item 2 may be started September 26, 2024, and must be completed by October 28, 2024. Items 3 through 7 will be done, if necessary, when site conditions are favorable. Penalties for deviations from these dates are covered in J. INSPECTIONS AND PENALTIES.

Three days notice must be given to the County prior to commencement of work. If either party suspends work on the contract for periods of longer than two weeks, the three-day notice must be given again.

B. BONDS

Itasca County Land Department requires a bond equal to 5% of the quote value and must be supplied with the sealed quote, which is payable to the Itasca County Treasurer. Bonds from unsuccessful vendors will be returned when the project is awarded. Personal checks will not be accepted. The bond will be held until successful completion of the contract. Unsuccessful completion of the contract will result in forfeiture of the bond.

C. SITE PREPARATION

The following specifications apply to site preparation methods.

- 1) Vendors must supply a quote on all items. The County will award on the lowest total contract cost.
- 2) The County cannot guarantee access into sites. Site maps denote difficult access as determined by County personnel, however the vendor is ultimately responsible to assess access conditions specific to their equipment. Difficult access that may require cat work, snowplowing, or creek crossing by the vendor is the responsibility of the vendor and is to be included in the quote rate.
- 3) Access and site conditions may necessitate the use of a high flotation prime mover to enter and work on some sites. Equipment suitability will be verified prior to project award.
- 4) Additional acreage and sites may be added to this contract upon mutual agreement

between the vendor and Itasca County.

- 5) When using a gated system road for access purposes, the vendor shall provide the County with a sufficient lock to interlock with the County lock. The gate is to remain closed and locked at all times. In no case shall equipment be driven around the gate or the gate damaged to obtain access. Vehicle or equipment access through the gated or posted road is for contract purposes only. Hunting, berry-picking, or any other activity is prohibited unless access is gained in the same manner as the general public.
- 6) The designated roads and trails on the site maps or mentioned by the inspector shall be left intact and undamaged and unobstructed when work is completed. Exceptions to this can be made at the discretion of the inspector.
- 7) The County will stop work on sites if soil conditions are too wet so as to cause excessive site damage as determined by the inspector.
- 8) The County may stop work or delete sites or portions of sites if continued work is in violation of any law or regulatory order such as new bald eagle nests or a severe fire season, etc. The County is not obligated to supply additional acreage for this deleted acreage.
- 9) All equipment must be inspected for leaks before any work begins. Equipment must be maintained in good working order. Spill kits are required in all equipment. Spills over 5 gallons must be reported to the Minnesota Duty Officer (800-422-0798).

D. BROADCAST SPRAY

- 1) No rutting or compacting of soils will be allowed. Accesses will be left in good condition as determined by Itasca County Land Department personnel.
- 2) The equipment used must be capable of delivering chemical mix at a uniform rate over the entire spray pattern. The operator must control the spray pattern so that each side can be operated independently. The spray system must be capable of treating the portion of the site occupied by the windrows and must be mounted such that it can treat over the top of brush up to eight feet tall. Treatment must be made to the portion of the site that passes directly under the vehicle.
- 3) The vendor must use GPS to prevent overlap or double coverage, and to assure that the entire site is treated at the specified rate. There shall be no skips or double coverage. If skips or deficiency in coverage resulting from application errors covers more than 5 percent of the site, the vendor may be required to retreat the sites or be assessed a penalty sufficient to retreat the site by other means at the

County's discretion. In the event re-treatment is required, the vendor shall supply the herbicide as prescribed by the County for the application.

- 4) All equipment (hoses, pumps, valves, tanks, etc.) on the spray unit and support truck will be in good working condition. The spray unit should be equipped to halt liquid flow should a leak or failure occur.
- 5) A minimum of 20 gallons of spray solution shall be applied per acre. Equipment must be capable of calibrating to this application rate.
- 6) A minimum spray swath will be 40 feet per pass. Equipment must be designed so that this can be accomplished with uniform coverage. This will reduce the amount of area under the vehicles tires and thereby reduce the percent of seedlings damage due to vehicle trafficking. In the event that a final pass must be less than 40 feet to complete coverage near a forest or road edge, a portion of the spray swath may be shut off.
- 7) Itasca County will supply the chemicals for the completion of the contract work. The vendor shall receive the chemicals from the County, and shall be responsible for the safe transport of the materials to the work sites. Empty containers shall be triple rinsed and returned to the County. Vendor is also required to have a chemical spill kit on site.

E. HERBICIDE APPLICATION

- 1) The vendor and operators shall have the necessary state permits and licensing for this contract. The vendor's business will have at least three years of forestry spraying experience, and one of the persons on the application vehicle must have a valid pesticide applicators license for forest spraying and have at least three seasons of experience in broadcast application of herbicides in a forest setting. If you have not worked for Itasca County within the last three seasons you will be required to provide the county with at least three references.
- 2) The vendor will comply with all State and Federal regulations and laws concerning the application of herbicides to forested areas. All label restrictions for the pesticides will be adhered to, including appropriate personal protective equipment (PPE) as listed or described by product label. All operations will be halted by County personnel if PPE is not being utilized or on site.
- 3) Large over-story trees or clumps of trees that have been reserved for wildlife will not be treated. Oak and cedar left in the plantations for wildlife will not be treated.

- 4) When mixing dry formulations, such as Oust®, premixing to a slurry will be required. Mixing tanks and/or spray vehicle tanks must have constant and sufficient agitation in operation to keep the dry formulation in suspension.
- 5) Spraying will be halted when wind velocities on the site exceed 10 miles per hour as measured with a hand instrument by a person standing on the site. The vendor will have a wind-measuring device and will monitor wind conditions on each site and record them. Spraying will be halted when turbulence is so great as to seriously affect the normal spray pattern on the site. Spraying will be halted when air temperatures are less than 45 degrees Fahrenheit or greater than 90 degrees Fahrenheit.
- 6) Spraying will be halted and County personnel will be immediately notified if disputes arise between the operators and other individuals on the sites. Spraying will be halted if it is not clear to the operators where treatment boundaries are located. If questions arise, the County must be notified immediately and boundaries clearly marked before any further treatment takes place.
- 7) The County will be immediately notified if any chemical spills or non-target application of herbicides occur.
- 8) Obtaining water will be the responsibility of the vendor.
- 9) Herbicide application records will be the responsibility of the vendor. Copies must be provided to Itasca County Land Department before payment will be processed.
- 10) The entire site as indicated on the site map will be treated. Open water or flowing streams will not be treated. Windrows and/or piled debris will be treated. The area of the site that is in windrows is included in the site map acreage and is expected to be treated. Wildlife openings on the site map will be treated unless designated otherwise.
- 11) No debris from the site can be pushed off the site or to the edge of the site or against any standing trees or wildlife clumps or into lowland types including seasonal ponds on the site or adjacent to the site.
- 12) The County by agreement with the vendor may designate that clumps of 10 trees be left standing for wildlife use. Wildlife clumps will not exceed 10 trees or be larger than 50 feet in diameter or be closer than 100 feet to the edge of the site. Brush and saplings will not be disturbed within the wildlife clump.
- 13) The entire site within the boundaries shall be treated except those areas determined by the inspector to be too low or too wet or too steep (slopes greater

than 30%).

- 14) Forest road spraying: Equipment used must be able to control the out coming herbicide stream length. Trails may vary but typical distance will be 10 to 15 feet from center of trail. It will be the responsibility of the operator to shut off equipment around sensitive areas according to herbicide labels. The trails are not the target of herbicide unless specified by the district forester; road edges are the target so equipment will be capable of shutting off or on to spray center of road.
- 15) Vendor must have GPS technology available at all times for tracking herbicide applications. This GPS device must be able to record data and be readable for Itasca County to use.

F. DISC TRENCHING AND WINTER DISC TRENCHING

- 1) The disc trench scarifier will be a trencher capable of providing continuous planting furrows.
- 2) Disc trench rows will be cleared of all slash, debris, duff, and have exposed mineral or organic soil in a trench at least 12 inches wide and a maximum of 5 inches deep. The minimum specifications must be met on at least 1/3rd of the running distance of any row and no section of the row that does not meet this specification can exceed 10 feet in length.
- 3) Rows shall be parallel across the entire site and the entire site will be scarified.
- 4) Disc trench rows will not have a distance between rows of less than 6 feet or greater than 10 feet. The average distance between trench rows from center to center will be 8 feet. Deviations from this will result in deductions in payment.
- 5) Disc trench rows will be located within 3 feet of windrows, slash piles or the boundaries of a site. Wherever possible, trench rows shall run perpendicular to windrows, and shall continue through windrows and slash piles. No disc trench row will be closer than 5 feet to any designated road or trail.
- 6) The disc trencher must have the capability to raise or lift the disc heads out of the ground while in operation and must do so at the end of rows to minimize overlap at the end of rows and on irregular shaped sites.

G. WINTER RAKING

The vendor will use rake type blades to push and pile all slash and brush in windrows

according to the following specifications.

- 1) Attempts shall be made to cover the entire site so as to break off small tree saplings and dense brush. Trees and stumps shall not be grubbed from the ground to minimize the amount of soil disturbance that occurs. Soil shall not be incorporated into the windrows.
- 2) Live spruce or red pine greater than 16" diameter will be left standing and undamaged unless otherwise indicated. All cedar, oak, and white pine will be left standing and undamaged regardless of their size. No standing reserve trees shall be incorporated in the windrows or piles.
- 3) Windrows will not be closer than 120 feet apart. Windrows will be straight and parallel to each other. The orientation of windrows shall be in a north to south direction. Windrows shall always be used rather than piles unless approved by the County.
- 4) Windrows shall be broken into segments with breaks in them. Windrow breaks cannot be further than 300 feet apart. Windrow breaks on parallel windrows shall line up with each other. Windrow breaks must be clear of all debris for at least 20 feet.
- 5) Windrows will be as compact as possible. Windrow width shall not exceed 1.5 times the windrow height. No trees will stick out from the windrow onto the site. No woody material in the windrow will be buried by soil and no soil will be pushed into the windrow.
- 6) No portion of the windrow shall be closer than 60 feet to the edge of the site, a road or trail, or piled merchantable wood on the site.
- 7) No debris from the site can be pushed off the site or to the edge of the site or against any standing trees or wildlife clumps or into lowland types on the site or adjacent to the site.
- 8) The County by agreement with the vendor may designate that clumps of 10 trees be left standing for wildlife use. Wildlife clumps will not exceed 10 trees or be larger than 50 feet in diameter or be closer than 100 feet to the edge of the site. Brush and saplings will not be disturbed within the wildlife clump.
- 9) The entire site within the boundaries shall be treated except those areas determined by the inspector to be too low or too wet or too steep (slopes greater than 30%).

H. ROLLER CHOPPING

The vendor will use drum chopper to crush and smash all slash and brush on site according to the following specifications.

- 1) Drum chopper will be at a minimum 10 feet in width and weigh a minimum of 20,000 pounds.
- 2) Attempts shall be made to cover the entire site so as to break off small tree saplings and dense brush. Double pass may be required to accomplish site objectives.
- 3) Live spruce or red pine greater than 16" diameter will be left standing and undamaged unless otherwise indicated. All cedar, oak, and white pine will be left standing and undamaged regardless of their size
- 4) The County by agreement with the vendor may designate that clumps of 10 trees be left standing for wildlife use. Wildlife clumps will not exceed 10 trees or be larger than 50 feet in diameter or be closer than 100 feet to the edge of the site. Brush and saplings will not be disturbed within the wildlife clump.
- 5) The entire site within the boundaries shall be treated except those areas determined by the inspector to be too low or too wet or too steep (slopes greater than 30%).

I. THE COUNTY AGREES TO

- 1) Flag or paint all site boundaries where confusion may arise.
- 2) Flag all survey pipes and bearing trees within or near the sites upon request by the vendor.
- 3) Provide the vendor with site maps showing the location of site boundaries, survey markers, designated roads and trails, and significant features.
- 4) Make on-site inspections on a regular basis or at the request of the vendor.
- 5) Inspect the sites to determine compliance with specifications and to determine acreage adjustments before payment is made.

J. INSPECTIONS AND PENALTIES

- 1) The vendor shall appoint a representative who shall be available to meet with the inspector to discuss work progress.

- 2) The contract is expected to be completed by the dates indicated. A sum of \$150.00 will be deducted for each day beyond the deadline that work is not completed at the discretion of the County.
- 3) A sum of \$300.00 will be deducted from the quote price for each survey pipe or bearing tree disturbed by the vendor, and the actual cost to re-establish the damaged pipe or tree will be deducted from the payment to the vendor.
- 4) A sum of \$100.00 will be deducted from the quote price for each instance where used engine or hydraulic oil is deposited on the site or roads. Used oil must be deposited at collection centers and not dumped on the site.
- 5) A sum of \$100.00 will be deducted from the quote price for each instance of littering by the vendor on the site. Empty oil cans, filters and other refuse cannot be left on the sites.
- 6) The vendor will be liable for all damages to merchantable piled wood on landings within the site or for all other unauthorized damages done.
- 8) Private gates or cables restricting access will not be damaged or gone around or gone through unless permission is obtained from the private landowner.

K. PAYMENT

- 1) Payment will be made only for acres treated according to specifications as determined from field observation and aerial photography. Final payment will not be made until after treatment has been verified. All sites will be flown to determine the actual area treated and to locate skips if they are present. Any skips within the treated area will be deducted from the payment acreage at the quote rate.
- 2) Payment can only be made on sites that are fully completed by the payment cutoff date. Partially completed sites cannot be paid for.
- 3) Payment cutoff dates are monthly and will be given to the vendor upon request. Billings submitted by the vendor must be received by the County ten (10) days before the cutoff date to allow sufficient time for inspection of the sites by the County.
- 4) Penalties for infractions, under J. INSPECTIONS AND PENALTIES, will be deducted from the quote price for each site.

To the extent that any term in this attachment conflicts with any contract term or condition, the terms and conditions of the contract shall prevail over the attachment.

ATTACHMENT B
PROJECT FORM FOR SITE PREPARATION

Quotes must include all items. Contract will be awarded based on lowest total contract cost.

2024 Site Preparation

Item 1	Ground application of herbicide. Site prep on 278 acres* Release on 30 acres*	Per Acre Rate \$	97
		Total Project Cost \$	29,876
Item 2	Disc Trenching with V-Rake 299 acres*	Per Acre Rate \$	109
		Total Project Cost \$	32,591
TOTAL CONTRACT COST FOR 2024 (Combined Total for Items 1 & 2)		\$	62,467
Item 3	Summer Roller Chopping (if needed)**	Per Acre Rate \$	150
Item 4	Winter Disc Trenching (if needed)**	Per Acre Rate \$	125
Item 5	Winter Roller-Chopping (if needed)**	Per Acre Rate \$	130
Item 6	Forest Road Spraying (if needed)**	Per Mile Rate \$	290
Item 7	Winter V-Raking (if needed)**	Per Acre Rate \$	175

*These acres are subject to change with additional acres being added or acres being removed.

**Do not include these items in total contract cost for 2024.

Company: Future Forests Inc
 Owner: George Swanson
 Address: 72230 Beaver tail Rd
Askov MN 55704
 Telephone: 320-838-3473
 Email: Margie@franken.com
 Signature: George A

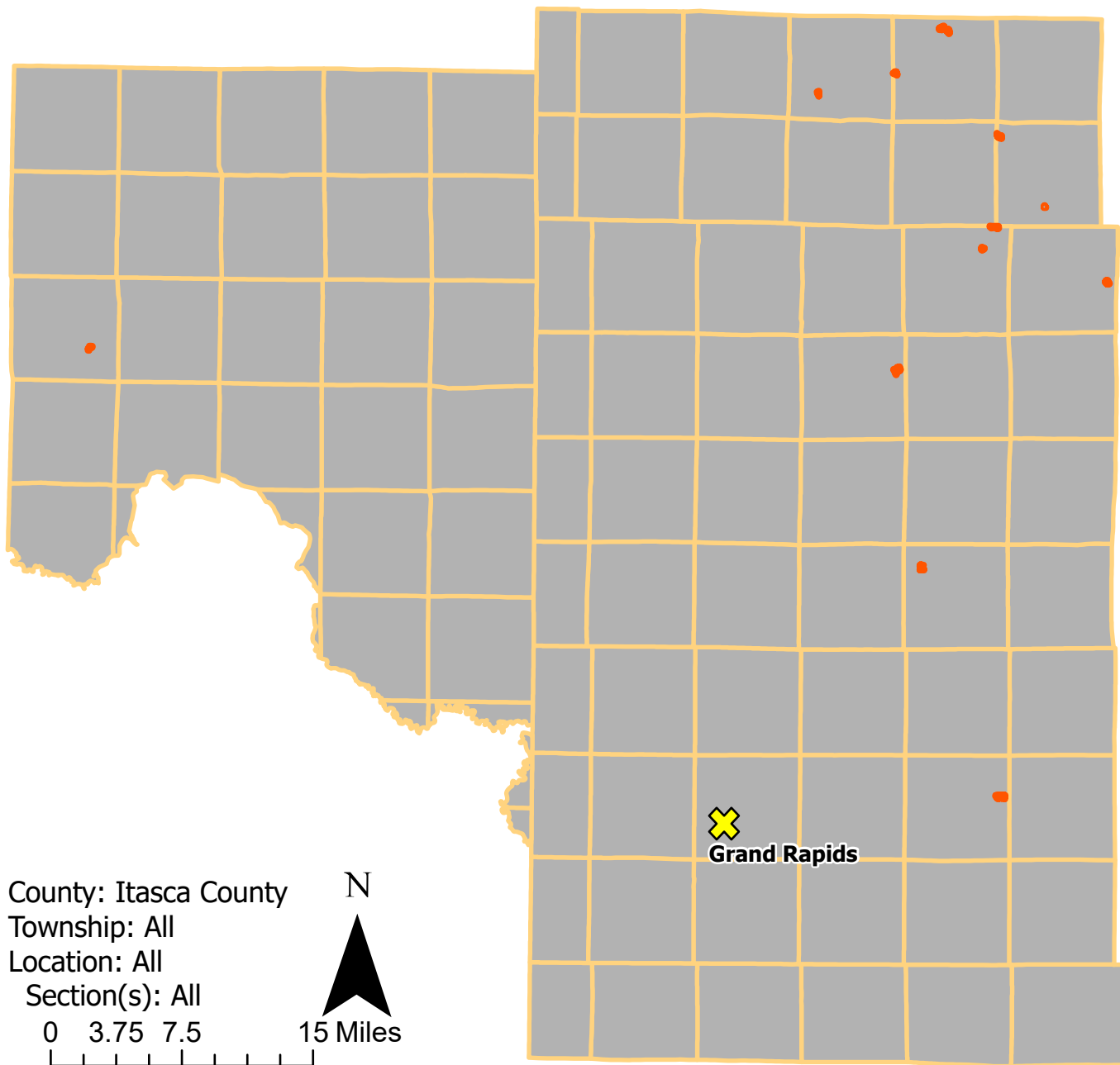
This form must be completed and returned in a sealed envelope plainly marked:

"SITE PREPARATION - 2024"

Township Division

Prep Site

2024 County Site Prep. Locations





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3471

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Federal Recreational Trails Program (FRTTP) Grant Approval and Acceptance

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Nashwauk Multi-use Trailhead Federal Recreational Trails Program Grant Application and authorize necessary signatures.

BACKGROUND:

Itasca County has collaborated with Community and Economic Development Associates (CEDA), Arrowhead Regional Development Corporation (ARDC), and the City of Nashwauk to develop multi-phasesd project within the City of Nashwauk that will benefit the residents of Nashwauk as well as the recreational users passing through the City. The first phased project is a multi-use trailhead that will encompass parking for diverse recreationalist in the area. It will provide a connection to the designated grant-in-aid ATV and snowmobile trail, the Mesabi Bike trail, and a future phased mountain bike trail.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION: None

02/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/27/2024 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

RESOLUTION

RE: NASHWAUK MULTI-USE TRAILHEAD

FEDERAL RECREATIONAL TRAIL GRANT APPLICATION

WHEREAS, Itasca County recognizes the importance of recreational trails to the local economy and supports the grant application for a multi-use trailhead made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Grant Program, and

WHEREAS, Itasca County has collaborated with Community and Economic Development Associates (CEDA), Arrowhead Regional Development Corporation (ARDC), and the City of Nashwauk to develop a multi-use trailhead for all recreational users in the City of Nashwauk, and

WHEREAS, Itasca County recognizes the twenty-five (25) percent match requirements for the Federal Recreational Trail grant program, and is working to secure or has secured matching funds for the project, and

NOW, THEREFORE, BE IT RESOLVED, if Itasca County is awarded a grant by the Minnesota Department of Natural resources, Itasca County agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED, that the Itasca County Auditor, located at 123 NE 4th St. Grand Rapids, MN. 55744 be named as the fiscal agent for this project (or grant), and

BE IT FURTHER RESOLVED, Itasca County hereby assures multi-use recreational trail bridge will be maintained for no less than twenty (20) years as required by the Federal Recreational Trail Grant Program.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3472

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

IRRR Community Infrastructure Grant Approval and Acceptance

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Bass Lake Park and Campground Community Infrastructure Grant Application, and authorize necessary signatures.

BACKGROUND:

Additional funding for the Bass Lake Park and Campground dump station, bathroom, and picnic shelter.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/27/2024 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

RESOLUTION

**RE: BASS LAKE PARK AND CAMPGROUND COMMUNITY INFRASTRUCTURE GRANT
APPLICATION**

WHEREAS, Itasca County recognizes the importance of Bass Lake Park and Campground to the local economy and supports the grant application made to Iron Range Resources and Rehabilitation (IRRR) for the Community Infrastructure grant, and

WHEREAS, Itasca County is seeking additional funding to provide new and updated public facility improvements within Bass Lake Park and Campground, and

WHEREAS, the Community Infrastructure grant is available to assist projects that support residential infrastructure and public facility improvements, and

WHEREAS, Itasca County recognizes the match requirements for the IRRR Community Infrastructure grant, and has secured matching funds for the project, and

NOW THEREFORE BE IT RESOLVED, if Itasca County is awarded a grant by the IRRR, Itasca County agrees to accept the grant award, and may enter into an agreement with the IRRR for the above referenced project. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED, that the Itasca County Auditor/Treasurer, located at 123 NE 4th Street, Grand Rapids, MN 55744 be named as the fiscal agent for this grant.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3473

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Federal Recreational Trail Program (F RTP) Grant Approval and Acceptance

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Popple River Multi-Use Recreational Trail Bridge Federal Recreational Trails Program Grant Application, and authorize necessary signatures.

BACKGROUND:

The Western Itasca Trails Committee has identified projects along the Avenue of Pines Corridor. Collaborators on the committee include but not limited to the Itasca County Land Department, CEDA, other government agencies, and local communities. With the expansion of the multi-use paved trail within the S. Lake Community, the Popple River multi-use recreational trail bridge project has been a goal of the S. Lake Community and the S. Lake Local Indian Council (LIC) since 2016. This will provide residents and visitors a much safer crossing than utilizing the existing bridge on State Highway 46 where the speed of travel ranges from 50+ mph in a 40 mph speed zone. The bridge will be multi-use providing opportunity for walkers, bikers, ATV riders, and snowmobilers to cross safely.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION: None

02/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/27/2024 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

RESOLUTION

RE: POPPLE RIVER MULTI-USE RECREATIONAL TRAIL BRIDGE

FEDERAL RECREATIONAL TRAIL GRANT APPLICATION

WHEREAS, Itasca County recognizes the importance of recreational trails to the local economy and supports the grant application made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Grant Program, and

WHEREAS, the grant-in-aid snowmobile and ATV trails, pedestrian traffic and State Highway #46 vehicle traffic all cross on the Popple River bridge in S. Lake, and

WHEREAS, Itasca County desires to work with the City of S. Lake, the S. Lake Local Indian Council (LIC), and trail clubs to provide safe travel for all users by constructing a separate multi-use recreational trail bridge next to the State Highway 46 Popple River bridge, and

WHEREAS, Itasca County recognizes the twenty-five (25) percent match requirements for the Federal Recreational Trail grant program, and is working to secure or has secured matching funds for the project, and

NOW, THEREFORE, BE IT RESOLVED, if Itasca County is awarded a grant by the Minnesota Department of Natural resources, Itasca County agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED, that the Itasca County Auditor, located at 123 NE 4th St. Grand Rapids, MN. 55744 be named as the fiscal agent for this project (or grant), and

BE IT FURTHER RESOLVED, Itasca County hereby assures the multi-use recreational trail bridge will be maintained for no less than twenty (20) years as required by the Federal Recreational Trail Grant Program.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-73

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3474

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Shane Zahrt, Senator Justin Eichorn

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

Hold a Legislative Conference Call with Itasca County delegation and Lobbyist Shane Zahrt.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

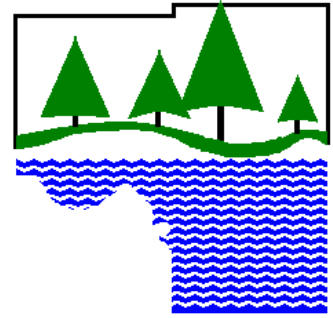
SUPPORTING DOCUMENTATION:

1. 2024 Legislative Priorities FINAL

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY

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



Itasca County 2024 Legislative Priorities FINAL

- Canisteo Mine Pit – Dewatering efforts.
- Hwy 169 – Support efforts for double lane completion.
- Increased PILT reimbursement.
- Increased County Program Aid – direct reduction to property tax.
- Property Valuation Caps – Pass legislation that limits year over year property valuation increases.
- Anoka Regional Treatment Center cost shift to Counties – placements cost County's over \$40,000 per month with little or no input from the County.
- Appropriate reimbursement on ICWA funding based on costs and utilization.
- Tort Law Updates
- EMS Funding
- Discussions with State/DNR Re: Wolf Issue
- Harvest Tax for moving resources from one county to another
- Sunset of Coal Generation Electricity
- Hennepin vs Tyler Resolution
- Trails & Tourism Relative to Insurance



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3469

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Additional Appointments or Changes to Committees/Commissions/Boards

BOARD ACTION REQUESTED:

Approve an exchange of appointments to designate Commissioner Burl Ives as the county's delegate on the AMC District II Health & Human Services Policy Committee and Commissioner John Johnson as the county's delegate on the AMC District II Public Safety Policy Committee, retaining appointment expirations of December 31, 2024 and December 31, 2026, respectively, and request that AMC list Commissioner John Johnson as an interested party on the AMC District II Health & Human Services Policy Committee.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
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, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3463

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Katie Benes

AGENDA ITEM:

Environmental Services Year-End Report

BOARD ACTION REQUESTED:

Receive 2023 Year-End Report from Environmental Services.

BACKGROUND:

Reporting on zoning activities from 2023.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

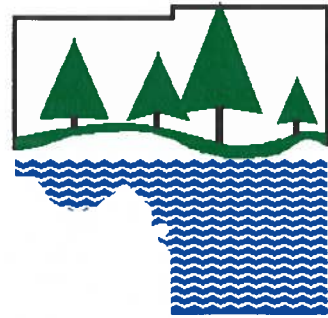
1. 2023 Year End Report ESD
2. YE Report Letter 2023 updated

RESULT:

INFORMATIONAL - NO ACTION TAKEN

ITASCA COUNTY

Environmental Services
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office: (218) 327-2857 | Fax: (218) 327-7331



January 16, 2024

Itasca County Board of Commissioners

RE: 2023 Year End Report for Environmental Services

Dear Commissioners,

Attached you will find information relating to our 2023 planning and zoning activities.

In the past year, 997 permits were issued which included the following: 894 structure permits, 419 sanitation permits, 103 shoreland alteration permits, and 50 after-the-fact permits. Also included in this number are the nine variances, seven conditional use permits, one rezoning, and one minor subdivision granted by The Planning Commission & Board of Adjustment.

As a matter of comparison, the following table indicates a snapshot of the permits issued and fees collected over the last five years:

	2023	2022	2021	2020	2019	2018
Permits Issued	997	810	853	848	818	870
Fees Collected	\$157,564.99	\$146,855	\$158,016	\$144,090	\$129,481	\$135,162

Enclosed is a breakdown of the various permits and fees for your information.

Sincerely,

A handwritten signature in blue ink, which appears to read "Katie Benes". The signature is fluid and cursive, with the first and last names being clearly legible.

Katie Benes
Environmental Services Director

cc: Brett Skyles, County Administrator (email only)
Amber Peratalo, County Assessor (email only)

Encl.

Equal Opportunity Employer

YTD Cash Receipts

	2023	2022	2021	2020	2019	2018	2017	2016
January 1-31	\$3,557.00	\$3,238.00	\$2,504.00	\$2,743.00	\$2,732.00	\$994.00	\$1,977.00	\$992.00
February 1-28	\$3,938.00	\$3,771.00	\$2,015.00	\$2,179.00	\$909.00	\$3,059.00	\$1,222.00	\$2,867.00
March 1-31	\$3,018.00	\$4,786.00	\$9,478.00	\$2,049.00	\$6,100.00	\$6,748.00	\$6,014.00	\$3,114.00
April 1-30	\$5,701.00	\$5,224.00	\$11,080.00	\$3,868.00	\$6,602.00	\$7,931.00	\$12,972.00	\$10,304.00
May 1-15	\$8,062.00	\$6,737.00	\$8,709.00	\$9,763.00	\$6,417.00	\$5,849.00	\$7,441.00	\$9,624.00
May 16-31	\$11,941.00	\$10,453.00	\$10,200.00	\$7,642.00	\$9,816.00	\$10,891.00	\$7,419.00	\$10,465.25
June 1-15	\$15,841.99	\$15,744.00	\$12,390.00	\$15,154.00	\$8,117.00	\$10,444.00	\$10,621.00	\$9,797.00
June 16-30	\$10,829.00	\$10,627.00	\$11,487.00	\$11,000.00	\$10,493.00	\$8,718.00	\$8,592.00	\$6,455.00
July 1-15	\$11,416.00	\$9,560.00	\$9,098.00	\$11,630.00	\$9,265.00	\$6,152.00	\$10,523.25	\$7,562.00
July 16-31	\$11,760.00	\$8,963.00	\$9,857.00	\$11,653.00	\$10,610.00	\$11,012.00	\$7,954.00	\$6,776.00
August 1-15	\$9,912.00	\$9,579.00	\$12,016.00	\$11,829.00	\$11,996.00	\$9,693.00	\$11,135.38	\$7,730.00
August 16-31	\$16,658.00	\$11,542.00	\$9,180.00	\$13,603.00	\$11,383.00	\$12,219.00	\$8,639.00	\$8,127.00
September 1-15	\$8,226.00	\$10,373.00	\$10,195.00	\$8,982.00	\$6,283.00	\$9,506.00	\$10,336.25	\$7,836.00
September 16-30	\$9,492.00	\$10,849.00	\$8,638.00	\$11,324.00	\$5,925.00	\$9,283.00	\$9,629.00	\$6,490.00
October 1-15	\$7,267.00	\$9,292.00	\$8,790.00	\$7,810.00	\$10,948.00	\$7,363.00	\$4,236.00	\$8,911.00
October 16-31	\$8,612.00	\$5,539.00	\$9,788.00	\$5,377.00	\$3,687.00	\$6,511.00	\$5,764.00	\$5,881.00
November 1-30	\$3,716.00	\$7,109.00	\$8,299.00	\$3,825.00	\$5,071.00	\$5,062.00	\$5,419.75	\$7,732.00
December 1-31	\$6,318.00	\$2,569.00	\$3,292.00	\$3,359.00	\$2,077.00	\$3,727.00	\$1,774.00	\$1,415.00
Cohasset E911	\$1,300.00	\$900.00	\$700.00		\$1,050.00	\$675.00	\$625.00	\$825.00
Coleraine E911						\$650.00		
Sheriff Dept E911			\$600.00					
Total	\$157,564.99	\$146,855.00	\$158,316.00	\$143,790.00	\$129,481.00	\$136,487.00	\$132,293.63	\$122,903.25

2023 Permit Summary

Dwelling/Deck	92
Cabin/Deck	38
Manufactured Home/Deck	16
Commercial Building	2
Garage	190
SSTS	419

Dwelling Addition	49
Cabin Addition	12
Manu. Home Addition	2
Commercial Bldg. Addition	3
Garage Addition	17

Accessory Structures/Miscellaneous

Barn	5
Boathouse	22
Bunkhouse	8
Carport	11
Change in Use	5
Deck Entry	22
Gazebo	2
Greenhouse	2
Lean-to	13
Patio Platform	4

Pole Building	47
Porch	2
Sauna	13
Screen House	4
Shelter	1
Shop	3
Shower House	1
Storage Shed	75
Woodshed	5
Other	13

Variances

Approved	9
Denied	0
Withdrawn	0

Conditional Uses

Approved	7
Denied	0
Withdrawn	0

Conservation Development	0
Rezone	1
Subdivision (Minor)	1
Extractive Use	1
Temporary Borrow	0
Home Occupation II	1

Shoreland Alterations	103
Restoration Order	0
After-the-Fact	25
Signs	0
Handicap Permits	5
Communications Tower	1

Number of Zoning/SSTS Permits Approved

894

Number of Shoreland Permits Approved

103

Total Number of Permits Approved

997

STRUCTURE PERMITTED ON NON-SHORELAND PARCELS (0):

271

<i>Proposed Use</i>	<i>Proposed Use 2</i>	<i>Accessory Structure</i>	<i>Count</i>
Proposed Use	Proposed Use 2	Accessory Structure	Count
Accessory		Barn	3
Accessory		Boathouse	2
Accessory		Bunkhouse	4
Accessory		Carport	7
Accessory		Gazebo	1
Accessory		Lean-to	10
Accessory		Other	6
Accessory		Pole Building	28
Accessory		Sauna	2
Accessory		Screen House	1
Accessory		Shop	2
Accessory		Storage Shed	35
Accessory		Wood Shed	4
Cabin Addition			1
Cabin/Deck			17
Change in Use			2
Change in Use	Dwelling & Deck		2
Commercial Additions			2
Commercial Bldg/SSTS			1
Commercial Building			1
Communications Tower			1
Deck			9
Dwelling & Deck			13
Dwelling Addition			25
Dwelling/Deck/Garage			6
Dwelling/Deck/Garage/SSTS			21
Garage			44
Garage Addition			6
HO II			1
Manuf. Home & Deck			5
Manuf. Home Addition			2
Manuf. Home/Deck/Garage/SSTS			7
			271

STRUCTURE PERMITTED ON SHORELAND PARCELS (1):

333

<i>Proposed Use</i>	<i>Proposed Use 2</i>	<i>Accessory Structure</i>	<i>Count</i>
Accessory		Barn	2
Accessory		Boathouse	20
Accessory		Bunkhouse	4
Accessory		Carport	4
Accessory		Gazebo	1
Accessory		Greenhouse	2
Accessory		Lean-to	3
Accessory		Other	7
Accessory		Patio Platform	4
Accessory		Pole Building	19
Accessory		Sauna	11
Accessory		Screen House	3
Accessory		Shelter	1
Accessory		Shower House	1
Accessory		Shop	1
Accessory		Storage Shed	40
Accessory		Wood Shed	1
Cabin Addition			11
Cabin/Deck			20
Cabin/Deck/Garage/SSTS			1
Change in Use			1
Commercial Additions			1
Deck			13
Dwelling & Deck			13
Dwelling Addition			24
Dwelling/Deck/Garage			8
Dwelling/Deck/Garage/SSTS			31
Garage			71
Garage Addition			11
Manuf. Home & Deck			3
Manuf. Home/Deck/Garage/SSTS			1
			333

2023 Certificates of Compliance by System Type

Type I

New	Rock Trench	4
Replacement	Rock Trench	2
Alteration	Rock Trench	1

New	Chamber Trench	2
Replacement	Chamber Trench	2
Alteration	Chamber Trench	0

New	Pressure Bed	23
Replacement	Pressure Bed	35
Alteration	Pressure Bed	11

New	Mound	70
Replacement	Mound	74
Alteration	Mound	18

Replacement	At Grade	1
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Alteration	Replacing/Adding Tanks ONLY	
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Type II

New	Holding Tank	32
Replacement	Holding Tank	23
Alteration	Holding Tank	1
New Privy		9

Type III

New	Mound	15
Replacement	Mound	32
Alteration	Mound	14
New	Pressure Bed	1
Replacement	Pressure Bed	1
Alteration	Pressure Bed	2

Type IV

Alteration	Pressure Bed	1
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Septic Permits Issued in FY 2023: 419 Total

NON-SHORELAND (0): 183 Total

<u>Type of Septic</u>	<u>Treatment Type</u>	<u>Septic System</u>	<u>Permit Total</u>
New	At-grade	I	1
Replacement	At-grade	I	1
New	Trench/Rock	I	2
Replacement	Trench/Rock	I	1
Replacement	Trench/Chambers	I	1
New	Pressure Bed	I	6
Replacement	Pressure Bed	I	10
Alteration	Pressure Bed	I	6
New	Mound	I	40
Replacement	Mound	I	38
Alteration	Mound	I	9
New	Holding Tank	II	14
Replacement	Holding Tank	II	7
New	Privy	II	7
New	Mound	III	12
Replacement	Mound	III	20
Alteration	Mound	III	8

SHORELAND (1): 236 Total

<u>Type of Septic</u>	<u>Treatment Type</u>	<u>Septic System</u>	<u>Permit Total</u>
New	Trench/Rock	I	5
Replacement	Trench/Rock	I	1
New	Trench/Chambers	I	2
Alteration	Trench/Chambers	I	1
New	Pressure Bed	I	14
Replacement	Pressure Bed	I	26
Alteration	Pressure Bed	I	7
Replacement	At-grade	I	1
New	Mound	I	46
Replacement	Mound	I	33
Alteration	Mound	I	12
New	Holding Tank	II	25
Replacement	Holding Tank	II	18
Alteration	Holding Tank	II	1
New	Privy	II	7
Replacement	Privy	II	1
Replacement	Pressure Bed	III	1

Alteration	Pressure Bed	III	2
New	Mound	III	7
Replacement	Mound	III	18
Alteration	Mound	III	6
Replacement	Performance/Other	IV	2

2023 Tank Count (per installer) Report

3 B's LLC (Dale Anderson), License 2423

Tank Total		7 Tanks
220482	Replacement Mound	1
230241	New Holding Tank	1
230331	Replacement Mound	1
230428	New Mound	1
230352	Replacement Holding Tank	1
230600	New Mound	1
230677	New Mound	1

Albrecht Excavating (Josh Albrecht), License 4230

Tank Total		2 Tanks
230233	Replacement Mound (III)	1
230739	Replacement Mound (III)	1

AL-X, LLC (Dean Sandstrom), License 3317

Tank Total		1 Tank
230458	Replacement Mound	1

John Anderson Excavating (John Anderson), License 974

Tank Total		4 Tanks
220780	Alteration Pressure Bed	1
230539	Alteration Pressure Bed	3

Bougalis Construction (Nick Bougalis), License 2695

Tank Total		1 Tank
230192	Replacement Mound (III)	1

Buck's Excavating (Alan Buckalew), License 2337

Tank Total		1 Tank
230678	Replacement Pressure Bed	1

Carlson, Curtis, License 200

Tank Total		3 Tanks
230327	Replacement Mound (III)	1
230663	Replacement Mound	1
230717	Replacement Mound	1

Dig It Excavating (William Wivoda), License 2795

Tank Total		1 Tank
230451	New Mound	1

Dobmeier, Karl, License 3006

Tank Total		1 Tank
230134	New Mound	1

Emerging Technical Group (Tim Warzecha), License 2386

Tank Total		2 Tanks
230113	New Mound	1
230268	Replacement Mound	1

Forseen Excavating, LLC (Kyle Forseen), License 1658

Tank Total		1 Tank
230738	Replacement Mound	1

Frauenkron, Michael, License 2714

Tank Total		1 Tank
230394	New Mound (III)	1

Gielen Construction Service (David Gielen), License 2748

Tank Total		3 Tanks
220638	Replacement Mound	1
230186	Replacement Mound (III)	1
230568	Alteration Pressure Bed	1

Gilbert Contracting Services (Jason Gilbert), License 4320

Tank Total		6 Tanks
230362	Replacement Mound	1
230401	New Mound (III)	1
230602	New Holding Tank	1
230758	Replacement Pressure Bed	1
230759	Alteration Mound (III)	1
230835	Replacement Holding Tank	1

B.E. Heaton Excavating (Brent Heaton), License 2458

Tank Total		13 Tanks
230214	New Mound (III)	1
230322	Replacement Mound	1
230336	Replacement Mound	1
230405	Replacement Mound	2
230434	Replacement Pressure Bed	1
230459	Replacement Mound	1
230563	Alteration Pressure Bed	1
230613	Replacement Pressure Bed	1
230659	Replacement Mound	1
230660	Replacement Mound	1
230661	Replacement Mound	1
230863	Replacement Mound (III)	1

Holmquist Excavating (Larry Holmquist), License 1016

Tank Total		6 Tanks
230435	New Mound	1
230463	Replacement Trench, Chamber	1
230490	Replacement Mound	1
230516	Replacement At Grade	1
230634	Replacement Pressure Bed	1
230662	Replacement Mound	1

Juelson Plumbing (Max Burmeister), License 3961

Tank Total		1 Tank
230521	Alteration Mound (III)	1

Kothrade Sewer Water & Excavating, License 192

Tank Total		3 Tanks
230142	Replacement Holding Tank	1
230143	Replacement Holding Tank	1
230144	Replacement Holding Tank	1

Maasch Construction (Brian Maasch), License 2900

Tank Total		22 Tanks
230001	Replacement Mound	1
230217	Replacement Mound (III)	1
230294	Replacement Pressure Bed	1
230326	New Mound (III)	1
230416	Alteration Mound (III)	2
230419	New Pressure Bed	1
230420	Replacement Pressure Bed	1
230421	New Mound (III)	1
230448	Replacement Pressure Bed	1
230499	Replacement Mound	2
230510	Replacement Mound	1
230641	Alteration Mound	1
230742	Replacement Mound (III)	2
230751	Replacement Pressure Bed	1
230755	Replacement Holding Tank	1
230787	New Mound (III)	1
230832	Replacement Mound	1
230851	Replacement Pressure Bed	1
230853	Replacement Mound	1

McNeil Excavating (Craig McNeil), License 2585

Tank Total		2 Tanks
230287	New Holding Tank	1
230584	Replacement Pressure Bed	1

Next Level Dirt Works (Jordan Habdas), License 4167

Tank Total		2 Tanks
220465	Replacement Mound (III)	1
230305	New Holding Tank	1

Northwoods Excavating (Josh/Becca Olson), License 1885

Tank Total		15 Tanks
220144	New Mound	1
230153	New Holding Tank	1
230219	New Trench, Chamber	1
230280	New Holding Tank	1
230340	Replacement Mound	1
230349	Replacement Mound	1
230424	Replacement Mound	1
230465	Replacement Pressure Bed	1
230522	New Pressure Bed	1
230575	New Mound	1

230586	Replacement Mound	1
230588	New Pressure Bed	1
230672	Replacement Mound	1
230827	New Holding Tank	1
230836	Replacement Pressure Bed	1

J.E. Olson Contracting (Joel Olson), License 2968

Tank Total		10 Tanks
220689	New Mound (III)	1
230204	New Mound	1
230251	Replacement Mound (III)	1
230468	Replacement Mound (III)	1
230607	Replacement Mound (III)	1
230608	Replacement Pressure Bed	1
230727	Replacement Mound (III)	2
230826	Replacement Mound	1
230834	New Mound (III)	1

Powell Excavating & Tree Service (Jeff Powell), License 3478

Tank Total		26 Tanks
220522	New Trench, Rock	1
220612	Replacement Mound	1
220678	New Pressure Bed	1
230002	New Holding Tank	1
230003	Replacement Holding Tank	1
230124	Replacement Trench, Rock	3
230201	New Mound	1
230205	Replacement Trench, Rock	1
230258	Replacement Mound	1
230291	New Pressure Bed	1
230292	Replacement Pressure Bed	1
230396	Replacement Mound	2
230397	Replacement Mound (III)	1
230398	New Mound	1
230560	New Holding Tank	1
230561	New Holding Tank	1
230562	New Holding Tank	1
230609	Replacement Mound	2
230625	New Mound	1
230637	New Trench, Rock	1
230748	New Mound	1
230794	New Mound	1

R.K. Construction (Ray Kongsjord), License 1204

Tank Total		6 Tanks
230226	New Mound	1
230439	New Mound	1
230441	New Mound	1
230442	Replacement Holding Tank	1
230503	New Mound	1
230812	New Mound	1

Rob's Bobcat Service (Rob Benes), License 3862

Tank Total		10 Tanks
230195	Alteration Mound	1
230425	New Mound	1
230456	Alteration Mound	1
230484	Alteration Pressure Bed	1
230543	New Mound	1
230557	New Mound	1
230621	Replacement Mound (III)	1
230706	New Mound	1
230707	New Mound	1
230711	New Mound	1

Ron-Ex Excavating (Ron Myers), License 697

Tank Total		33 Tanks
210549	Replacement Holding Tank	1
220598	New Holding Tank	1
230215	Replacement Holding Tank	1
230238	Replacement Pressure Bed	2
230624	Replacement Pressure Bed	2
230267	New Pressure Bed	1
230299	New Trench, Rock	1
230310	Replacement Holding Tank	2
230311	Replacement Pressure Bed	1
230388	Replacement Mound (III)	1
230426	Replacement Mound (III)	1
230427	Replacement Holding Tank	1
230544	New Holding Tank	1
230554	New Mound	1
230620	Alteration Mound (III)	1
230624	Replacement Holding Tank	1
230630	Replacement Mound	1
230645	Replacement Mound	1
230664	Replacement Mound (III)	2
230683	Replacement Mound	1
230729	New Mound	1
230735	Alteration Mound	1
230753	New Holding Tank	2
230764	Replacement Holding Tank	1
230772	Replacement Mound	2
230837	Alteration Pressure Bed	1
230846	Alteration Mound	1

Ryhti Construction & Excavating (Brian Ryhti), License 704

Tank Total		21 Tanks
220249	Replacement Mound	1
220808	Replacement Mound	2
230156	Replacement Mound	1
230166	Replacement Pressure Bed	1
230330	Alteration Mound (III)	1
230374	Replacement Mound	1
230375	New Mound	1
230402	New Trench, Rock	1
230417	New Holding Tank	1

230469	Replacement Mound	1
230504	Replacement Holding Tank	1
230505	Alteration Mound	1
230523	New Mound	1
230578	Replacement Mound	1
230619	Alteration Mound	1
230701	New Mound	1
230702	New Mound	1
230747	New Mound	2
230814	Replacement Holding Tank	1

Wm Schwartz and Sons (Bob Schwartz), License 430

Tank Total		79 Tanks
210486	New Pressure Bed	1
220593	New Pressure Bed	3
220635	New Mound	1
220639	New Mound (III)	1
230054	Replacement Pressure Bed (III)	2
230068	New Mound	1
230132	New Mound	1
230154	New Mound	1
230173	New Pressure Bed	1
230199	New Mound	1
230202	New Mound	1
230213	New Mound	1
230237	New Holding Tanks (one property)	3
230239	Replacement Mound	1
230242	New Mound	1
230254	Alteration Mound (III)	1
230255	Replacement Mound (III)	1
230256	New Mound	2
230259	New Mound	1
230278	New Mound	1
230279	Alteration Mound	2
230292	Replacement Mound	1
230296	Alteration Pressure Bed	2
230297	Replacement Pressure Bed	1
230302	New Mound (III)	1
230309	New Mound	1
230318	Replacement Pressure Bed	1
230327	Replacement Mound	2
230355	New Mound	1
230369	New Holding Tank	1
230373	Replacement Pressure Bed	1
230377	New Mound	1
230381	New Mound	1
230407	New Mound	1
230415	Replacement Mound	1
230475	Alteration Mound (III)	1
230477	Alteration Mound	1
220506	New Mound	1
230517	Replacement Mound	1
230518	New Holding Tank	1
230529	Replacement Pressure Bed	1

230531	Replacement Mound	1
230547	Replacement Pressure Bed	2
230548	Replacement Pressure Bed	1
230549	New Pressure Bed	1
230550	Alteration Mound (III)	1
230551	Alteration Pressure Bed	1
230555	Replacement Pressure Bed	1
230570	New Mound	1
230597	New Mound	1
230598	Replacement Mound	1
230603	New Holding Tank	1
230623	Replacement Mound	1
230638	New Mound	2
230655	Replacement Mound (III)	1
230671	Replacement Holding Tank	1
230712	Replacement Mound (III)	1
230714	New Pressure Bed	1
230767	Replacement Pressure Bed	1
230769	Replacement Mound	2
230770	Replacement Mound	1
230780	Replacement Mound	1
230786	New Pressure Bed	1
230797	New Mound	1
230824	New Mound	1
230825	Replacement Pressure Bed	1
230831	New Mound	1

Sheppard Excavating (Brian Sheppard), License 1735

Tank Total		1 Tank
230284	New Mound	1

Specialty Construction Services (Adam Niemala), License 4130

Tank Total		4 Tanks
230080	Replacement Holding Tank	1
230263	Alteration Mound (III)	1
230813	Replacement Holding Tank	1
230815	Replacement Holding Tank	1

S & S Excavating & Construction (Corey Salisbury), License 2010

Tank Total		13 Tanks
210156	New Holding Tank	1
230163	Replacement Mound	1
230247	Replacement Mound	1
230277	Replacement Pressure Bed	1
230314	New Trench, Chamber	1
230836	New Holding Tank	1
230387	New Pressure Bed	1
230513	New Pressure Bed	1
230577	Replacement Mound	1
230596	Replacement Mound	1
230653	Alteration Mound	1
230731	Replacement Pressure Bed	1
230845	Replacement Mound (III)	1

Sutherland Excavating (Randy Sutherland), License 868

Tank Total		9 Tanks
220153	Replacement Holding Tank	2
230211	New Holding Tank	1
230271	New Holding Tank	1
230357	Replacement Pressure Bed	2
230728	New Pressure Bed	3

T & T Excavating (Tim Moehling), License 906

Tank Total		30 Tanks
220560	New Mound	1
230014	New Pressure Bed	3
230190	Replacement Mound	1
230209	New Mound (III)	1
230243	Replacement Mound (III)	1
230283	Replacement Mound	2
230312	Replacement Pressure Bed	1
230332	Replacement Mound (III)	3
230344	Replacement Mound (III)	2
230406	Replacement Mound	1
230440	Replacement Mound	1
230451	New Mound	2
230452	Replacement Mound (III)	1
230454	Replacement Mound (III)	1
230480	Replacement Mound	1
230595	Alteration Pressure Bed	1
230657	Replacement Holding Tank	2
230658	Replacement Mound	1
230667	New Mound	1
230686	Replacement Pressure Bed	1
230740	New Holding Tank	1
230760	Alteration Pressure Bed	1

Welk Excavating (John Welk), License 3018

Tank Total		1 Tank
220451	Replacement Mound (III)	1

Williams Septic & Electric (Brian Williams), License 384

Tank Total		19 Tanks
220312	New Mound	1
230087	New Mound	1
230203	New Mound	2
230240	New Mound	1
230298	New Mound	1
230429	Alteration Pressure Bed	1
230583	Replacement Mound	1
230593	Replacement Mound	1
230617	New Mound	1
230627	New Mound	1
230668	New Pressure Bed	1
230691	New Pressure Bed	3
230694	Alteration Mound (III)	1
230723	New Mound	1
230768	Replacement Mound	1

230799	Replacement Mound	1
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Villeneuve Demo and Excavating (Joe Villeneuve), License 1396

Tank Total		2 Tanks
230222	Replacement Mound	1
230254	New Mound (III)	1

Install by Owner

Tank Total		33 Tanks
220433	New Mound (III)	1
220558	Replacement Trench, Chamber	1
230038	New Holding Tank	1
230085	New Mound	1
230146	New Pressure Bed	1
230181	New Holding Tank	1
230273	New Mound	1
230275	New Holding Tank	1
230288	Replacement Mound (III)	1
230306	New Pressure Bed	2
230313	Replacement Mound	1
230333	New Mound (III)	1
230361	New Pressure Bed	2
230447	Replacement Holding Tank	1
230474	New Mound	2
230496	Replacement Mound (III)	1
230535	New Pressure Bed	1
230566	Replacement Mound	1
230571	Replacement Mound	1
230573	New Pressure Bed	1
230579	Replacement Mound	1
230581	New Pressure Bed	1
230587	New Mound (III)	1
230631	Alteration Mound (III)	1
230650	New Holding Tank	1
230719	Replacement Mound	1
230725	Replacement Mound (III)	1
230774	New Holding Tank	1
230803	New Mound	1
230850	New Holding Tank	1

Privy Installations

Total		9
230042	Theodore & Emily Luckow	
230081	Daniel & Michelle Wagner	
230093	Richard & Tammy Hamilton	
230102	Douglas & Rochelle Pennertz	
230473	Kenneth Gangl	
230481	Phillip & Emily Hermel	
230844	James & Kassandra Grossman	
230851	Tim & Kathleen Pampusch	
230878	Jess Mjolsness	

SEPTIC SYSTEMS INSTALLED IN 2023 BY PROPERTY OWNERS

Permit	Parcel	Owner(s)	Property Address	Mailing Address (if different from property)	Type of System	Tanks
220433	64-030-2302	Kevin Oberg	39390 County Road 88, Cohasset		Mound (III)	1
220558	91-681-0345	Joseph and Courtney Dewey	2550 Rolling Hills Rd, GR		Trench	1
230038	62-013-3202	William and Randi Agens	67351 Tranquility Trail, Effie		Holding Tank	1
230085	05-019-2301	Shandy and Cody Geisler	39949 Tupper Rd, Cohasset		Mound	1
230146	65-500-0020	Steve and Denis Hosier	37386 Little Itasca Rd, DR		Pressure Bed	1
230181	12-032-2308	Clinton Block	28526 Norberg Drive, GR		Holding Tank	1
230273	19-625-0130	George Reed	20937 Sunset Drive, GR		Mound	1
230275	19-535-0110	Laura and Trevor Klein	33121 Crystal Springs Rd, GR		Holding Tank	1
230288	33-009-3301	Darren Braford	53852 Jackson Road, Wirt		Mound (III)	1
230306	19-460-0260	Trevor Lindblom	28955 Sunny Beach Road, GR		Pressure Bed	2
230313	65-580-0270	Phil Hermel	38647 Moose Road, DR		Mound	1
230333	48-032-3300	Tyler Cass	15507 County Road 564, Nashwauk		Mound (III)	1
230631	88-012-4102	Greg and Frankie Stoltz	953 County Road 440, Bovey		Pressure Bed	2
230447	96-020-2104	Ronald Jacobson	60595 Natures Lake Path, Squaw Lk		Holding Tank	1
230474	05-025-1116	Joel Perrington	24027 County Road 76, Cohasset		Mound	2
230496	11-015-3320	Christine (Mann) Miller	42536 Highway 2, DR		Mound (III)	1
230535	05-002-1401	Lynne Oberg/Robb Oberg	27664 E Bass Lk Rd, GR		Pressure Bed	1
230566	29-035-1420	Tim and Kari Hron	44833 County Road 162, DR		Mound	1
230571	64-430-0120	Joshua and Jacob Holm	36811 Pincherry Rd, Cohasset		Mound	1
230573	40-033-1101	Vincent Benson	22858 County Road 453, Bovey		Pressure Bed	1
230579	40-011-3400	Brad and Jolie Smith	23588 County Road 70, Bovey		Mound	1
230581	08-007-4102	Mike and Melissa Jackson	27213 County Road 91, GR		Pressure Bed	1
230587	69-024-2301	Jeff and Jackie Heinrich	40647 County Road 257, Cohasset		Mound (III)	1
230631	63-515-0102	Josh and Kristen Garner	34724 Unger Drive, GR		Mound (III)	1
230650	02-028-2312	Scott and Carla Lyman	29881 Prairie Lake Road		Holding Tank	1
230719	58-006-2310	Steven Krause	33527 County Road 67, GR		Mound	1
230725	88-014-2417	Mike Roth	2555 E US Highway 169, GR		Mound	1
230774	40-460-0175	Shawn and Emilee Olson	27323 Eagle View Drive, GR		Holding Tank	1
230779	88-500-0130	Greg and Frankie Stoltz	335 Susanna Lane, Bovey		Mound	0
230803	18-032-4206	T & M Marine	20323 Bass Lake Road, Bovey		Mound	1
230850	38-425-0115	Donald and Katie Switzer	53630 Hatch Lake Road, Bigfork		Holding Tank	1

Total

32

2023 INSPECTIONS OF EXISTING SEPTIC SYSTEMS

Inspections of existing systems are carried out by licensed contractors, not county staff

NON-COMPLIANT: 40 Total (6 Imminent Health Threat)

	SHORELAND	NON-SHORELAND
<i>Pre-1996</i>		
Imminent	0	4
Non-Compliant	8	7
<i>After 1996</i>		
Imminent	2	0
Non-Compliant	8	11

COMPLIANT: 259 Total

<i>Pre-1996</i>	10	7
<i>After 1996</i>	124	118

2023 PCBA Meetings/Applications

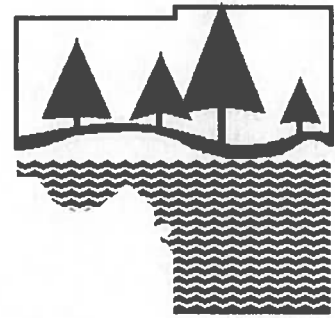
Members: Dan Butterfield (Chair), Lisa Maasch (Vice-Chair), Mike Bellomy, Richard Kortekaas, Mike Oja

Mtg. Date	Mtg. Type	Applicant Name	PIN	Lake	Application Type	Description	Action
1/11/2023	REG	Cancelled - no applications					
2/8/2023	REG	Cancelled - no applications					
3/8/2023	REG	Harris Township	19-012-2204	NA	CUP	Electrician business	Approve/CB
3/8/2023	REG	Tara Johnson	22-022-2303	Unnamed Tributary (>300' from OHWL)	CUP	Dog boarding kennel	Approve
3/8/2023	REG	Steven Moe	19-020-1203	Munzer/NE1 (>1000' from OHWL)	CUP	Mini Storage	Approve/CB
4/12/2023	REG	Cancelled - no applications					
5/10/2023	REG	Brennan Olson	29-102-3102	Unnamed Tributary	ATF VAR	Dwelling/deck 90' from OHWL; Garage 52' from c/l	Approve
6/14/2023	REG	Richard Schultz	26-020-2101	Ranier/RD2-PSL (>1000' from OHWL)	CUP	Add 2 campsites to existing RV campground	Approve
6/14/2023	REG	Stephen & Paulette Kutschat	65-029-1106	Little Moose/RD2	Minor Sub	Cedar Wild (preliminary & final)	Approve
7/12/2023	REG	Jeff Peterson	19-018-4120	NA	REZ	RR to LIC	Approve/CB
7/12/2023	REG	Carolyn Davis	26-440-0260	North Star/RD2	VAR	Dwelling/garage 60' from OHWL	Approve
7/12/2023	REG	Chad & Andrea Koch	51-440-0055, 51-440-0110	Buck/RD2-PSL	VAR	Holding tank 70' from OHWL	Approve
8/9/2023	REG	Larry & Clayton Andrews	55-460-0100	Round/RD2-PSL	ATF VAR	Two-season porch 60' from OHWL	Approve
9/13/2023	REG	Karl Larsen	19-012-4431	NA	CUP	Day Care Facility II (school)	Approve
9/13/2023	REG	Brian Erickson	26-017-4103	Forest/NE2	VAR	Septic system 40' from OHWL, mound 12' from dwelling	Approve
9/13/2023	REG	Chris & Maureen Kirkevold	38-425-0130	Hatch/RD2	VAR	Dwelling/decks 80' from OHWL	Approve
10/11/2023	REG	Breanna Church	64-018-4300, 64-018-4400	Stevens & Bass (>1000' from OHWL)	CUP	Wedding chapel & barn	Approve/CB
10/11/2023	REG	Doug Small	63-425-0590, 63-024-2305	Pokegama/GD	VAR	Garage 40' from c/l, dwelling addition 10' from OHWL	Approve
10/11/2023	REG	Thomas & Deborah Johnston	77-001-3209	Bowstring/RD2	VAR	Increase size of NC dwelling (more than allowed, does not meet OHWL setback)	Approve
11/8/2023	REG	Bob & Nancy Hassett	23-010-2202	Lawrence/RD2	VAR	Dwelling/garage, shed 70' from OHWL	Approve
12/13/2023	REG	Steve Daigle	29-120-4101	NA	CUP	Prayer chapel	Approve

c: Amber Peratalo, Rosann Bray, Katie Benes

ITASCA COUNTY

Courthouse
Environmental Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-2857 Fax (218) 327-7331



2023 COHASSET (911) ADDRESS INVOICE

(City of Cohasset; 305 NW 1st Ave. Cohasset, MN 55721)

May (fee \$100.00)

Joseph Stanley	388 Co Rd 63	Cohasset
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June (fee \$300.00)

Cody Geisler	39949 Tupper Rd.	Cohasset
Ryan Shinabargar	35711 Beier Rd.	Grand Rapids
Robert Stott	38088 Co Rd 257	Cohasset

August (fee \$300.00)

Grand Rapids Prop.	25964 Bear Ridge Dr.	Cohasset
Christopher Monroe	22917 Northwoods Trl.	Cohasset
Joseph Reis	38353 Co Rd 63	Cohasset

October (fee \$100.00)

Blackwater Properties	26280 Industrial Blvd.	Cohasset
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November (\$500.00)

Patrick Prag	22937 Northwoods Trl.	Cohasset
Travis Tschida	38036 Co Rd 257	Cohasset
Ryan Windshitl	34588 Pooles Bay Rd.	Grand Rapids
Donald Bischoff	26442 E. Bass Lk Rd.	Cohasset
Hagers Inv. Prop.	337 W. US Hwy 2	Cohasset

Please make checks payable: "Itasca County Auditor/Treasurer" (Total: \$1,300.00)

"Please mail to the above Letterhead address; Attn: Rosann Bray"

CASH RECEIPTS

(2023 City of Cohasset 911 Addresses)

ZONING EMERGENCY SIGN FEES	#01-130-5406	\$1,300.00
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Katie Benes, Environmental Services Director

1/4/24

Equal Opportunity Employer

2023 ADDRESSES

****January 3 to April 4****

<u>DATE</u>	<u>911 #</u>					<u>POST</u>	<u>SIGN</u>
1/3/2023	40756	Co Rd 14	Jeffrey Powell	Bigfork Twp.	S.19, 61-26	07-019-3201	yes
		Remove blue sign #40858 and place new sign #40756 at other driveway entrance					
1/5/2023	67206	Tranquility Trail	Rolf Juneau	Unorganized	S.13, 62-25	62-013-3305	yes
	67351	Tranquility Trail	William Agens	Unorganized	S.13, 62-25	62-013-3202	yes
	67477	Tranquility Trail	Brenda Tiemens	Unorganized	S.13, 62-25	62-013-2300	yes
	67552	Tranquility Trail	Brian Noreen	Unorganized	S.13, 62-25	62-013-2400	yes
		New Road Named & 4 new addresses					
1/9/2023	19507	Little Crystal LN	Mike Miller	Harris Twp.	S.18, 54-25	19-018-2422	yes
1/10/2023	20323	Bass Lake Rd.	T & M Marine, Inc.	Greenway Twp.	S.32, 56-23	18-032-4206	yes
1/11/2023	10692	State Hwy 65	David Halvorson	Sago Twp.	S.34, 53-23	34-034-1303	yes
1/17/2023	30053	Splithand Rd.	Danita Forbord	Splithand Twp.	S.15, 53-25	58-015-4101	yes
1/23/2023	13155	Watson Bay Rd.	Alan Asher	Bearville Twp.	S.13, 60-22	06-113-3405	yes
1/31/2023	16736	US HWY 169	Thomas Krumrei	Harris Twp.	S.31, 54-25	19-031-2307	yes
2/2/2023	14124	Co Rd 575	Lake Country Power	Goodland Twp.	S.8, 54-22	14-008-4403	yes
2/7/2023	55568	Co Rd 127	Derek Grieger	Wirt Twp.	S.33, 149-26	43-033-3200	no
		Share same post with #55556					
2/8/2023	41627	Co Rd 14	John Ostendorf	Bigfork Twp.	S.24, 61-27	07-124-3101	yes

****NO LOCATE NEEDED****

2023 ADDRESSES

****April 19 to June 5, 2023**

<u>DATE</u>	<u>911 #</u>					<u>POST</u>	<u>SIGN</u>
4/19/2023	26372	Eagle View Drive	Angie Vekich	Trout Lake Twp.	S.8, 55-24	40-008-3102	new
	45690	Bowstring D1	Austin Hieronymi	Bowstring Twp.	S.14, 147-25	09-014-2103	new
	29279	SunnyBeach Rd.	Joseph Schlader	Harris Twp.	S.23, 54-25	19-023-1307	new
	28698	Northwoods Dr.	Randall Helmbrecht	Harris Twp.	S.25, 54-25	19-025-2208	new
4/24/2023	28668	Northwoods Dr.	Jennifer Sirny	Harris Twp.	S.25, 54-25	19-025-2210	new
4/27/2023	20466	Moose Point Rd.	Jennifer Stefan	Unorganized	S.11, 54-26	63-441-0110	existing
		No Locate; Share Post with #20458					
5/3/2023	20530	Melody Rd.	Benjamin Larson	Harris Twp.	S.8, 54-25	19-640-0022	new
	39333	Orange Lake Shores	Roger Burgess	Unorganized	S.3, 57-26	65-003-4400	new
		No Locate; Give sign to owner to place on his Dock; Water access only					
5/5/2023	49344	Co Rd 134	James Schlemmer	Lake Jessie Twp	S.35, 148-25	22-035-4202	new
5/10/2023	63938	Co Rd 605	Flaming Pine Youth	Unorganized	S.3, 61-23	54-003-2100	new
	20753	State Hwy 1	Thirty-two Timbers	Unorganized	S.4, 61-23	54-004-3200	new
5/12/2023	46753	Jims Lane	Dakota Goggleye	Oteneagen Twp	S.22, 146-25	32-022-3101	new
	47446	Co Rd 37	Kyle Fairbanks	Oteneagen Twp	S.16, 146-25	32-016-4301	new
	39343	Pincherry Gr.Resort	Leslie Leochner	Unorganized	S.17, 56-26	64-460-0105	new
		WRONG NUMBER, OUT OF SEQUENCE; RE-ASSIGNED 8/14/2023 NEW CORRECT #40205					
	21057	US HWY 2	Dana Herschbach	Feeley Twp.	S.30, 54-23	12-030-1105	new

2023 ADDRESSES

****June 6, to July 19 2023****

<u>DATE</u>	<u>911#</u>					<u>POST</u>	<u>SIGN</u>
6/6/2023	25852	North Balsam	Itasca Land Holdings LLC	Balsam Twp.	S.4, 58-24	04-104-3403	yes
		No Locate Needed; Share post with blue sign #25886					
6/8/2023	45906	Dark Tree Rd.	Perringtons King LK LLC	Unorganized	S.32, 59-24	55-032-4302	yes
	45932	Dark Tree Rd.	Steven Perrington	Unorganized	S.32, 59-24	55-032-4305	yes
		**Remove blue Sign #46260 off of Co Rd 346*					
	22996	Northwoods Trl.	Michael Hochhalter	City Cohasset	S.33, 55-26	05-033-2200	yes
		Remove blue sign #37628 off of Miller Rd.; as owner changed new address off Northwoods Trl.					
	27205	Birch Drive	Adam Johnson	Trout Lake Twp.	S.2, 55-24	40-002-4101	yes
	21514	Keyview Dr.	Matthew Krull	Harris Twp.	S.1, 54-25	19-515-0150	yes
6/13/2023	35474	Whitetail Trl.	Randall Reitman	Unorganized	S.11, 54-26	63-011-1205	yes
	12707	Behm Rd.	Lance Brune	Splithand Twp.	S.19, 53-24	37-019-3201	yes
	39949	Tupper Rd.	Cody Geisler	City Cohasset	S.19, 55-26	05-019-2301	yes
		Bill City Cohasset					
6/23/2023	23740	Lorraine Lake Ln.	Marc Duitsman	Carpenter Twp.	S.24, 62-24	10-224-2401	yes
	23627	Lorraine Lake Ln.	Andrew Kolhoff	Carpenter Twp.	S.24, 62-24	10-224-2400	yes
	23403	Lorraine Lake Ln.	Laurie Allen	Carpenter Twp.	S.24, 62-24	10-224-1200	share
		**NEW ROAD NAMED: Lorraine Lake Lane.					
		Blue sign numbers 23627 & 23403 WILL SHARE SAME POST					
		REMOVE EXISTING BLUE SIGNS #66354 and #66350 from Co Rd. 533					
	29058	Prairie Lake Rd.	Daniel Hendrickson	Arbo Twp.	S.27, 56-25	02-027-1300	yes

							<u>POST</u>	<u>SIGN</u>
6/27/2023	18885	Sucker Lake Rd.	Matthew Sandys	Nashwauk Twp.	S.34, 57-23	30-134-2205	Share	yes
		NO GOPHER LOCATE; Share same post as #18893						
	30004	Co Rd 340	Kenneth Kerr	Unorganized	S.23, 60-25	60-023-2302	yes	yes
	65571	Co Rd 174	Timothy Rochel	Ardenhurst Twp	S.4, 150-28	03-420-0060	yes	yes
	65493	Co Rd 174	Timothy Rochel	Ardenhurst Twp	S.4, 150-28	03-420-0080	yes	yes
	66473	Co Rd 24	Timothy Rochel	Ardenhurst Twp	S.4, 150-28	03-004-2405	yes	yes
6/29/2023	54661	Co Rd 127	Cristin Kelly	Sand Lake Twp.	S.5, 148-26	35-005-3100	yes	yes
	35711	Beier Rd.	Ryan Shinabargar	City Cohasset	S.11, 55-26	05-430-0150	yes	yes
		Bill City Cohasset						
	18819	Wendigo Park Rd.	Philip Olson	Harris Twp.	S.23, 54-25	19-023-1107	yes	yes
7/10/2023	30662	Co Rd 67	Jan Newman	Harris Twp.	S.27, 54-25	19-027-3400	yes	yes
	38088	Co Rd 257	Robert Stott	Cith Cohasset	S.20, 55-26	05-020-4201	yes	yes
		Bill City Cohasset						
	11083	Wawina C	Jennifer Harstad	Wawina Twp.	S.14, 53-22	42-014-4100	yes	yes
	34690	Rice Rapids Rd.	Spencer Borgman	Unorganized	S.6, 61-25	61-006-3105	yes	yes
	55731	Pleasant Circle	Michael Craig	Sand Lake Twp.	S.30, 148-26	35-420-0311	yes	yes
	14675	Hart Lake Rd.	Wayne Roberts	Goodland Twp.	S.17, 55-22	14-117-3100	yes	yes
	33796	W. Deer Lake Rd.	David Stark	Deer River Twp.	S.1, 56-27	11-440-0170	yes	yes
		Existing Sign/Post got damaged						
7/13/2023	39276	Stevens Creek Rd.	Mark Wagner	Unorganized	S.18, 56-26	64-515-0140	yes	yes
	26352	Eagle View Dr.	Angie Vekich	Trout Lake Twp.	S.8, 55-24	40-008-3103	yes	yes
	28595	River View Drive	Troy Amunrud	Harris Twp.	S.1, 54-25	19-518-0160	yes	yes
	35588	W. Co Line Rd.	Sophia Jenkins	Spang Twp.	S.35, 53-26	36-035-3402	yes	yes
7/17/2023	33175	Wabana Rd.	Leslie Treat	Arbo Twp.	S.4, 56-25	02-004-3401	yes	yes
		Ordered 33 Signs On 7/19/2023						
		Received 8/24/2023						

2023 ADDRESSES

July 19, - Aug. 17

<u>DATE</u>	<u>911 #</u>					<u>POST</u>	<u>SIGN</u>
7/19/2023	27389	Jess Harry Rd.	Cardinal Investments	Blackberry Twp.	S.6, 54-24	08-006-1301	yes
	60617	Natures Lake Path	Phil Nawrock	City Squaw Lake	S.20, 148-27	96-020-2104	yes
	35290	Red Pine Rd.	William Pearson Jr.	Unorganized	S.11, 57-26	65-430-0010	yes
	7523	Green Rock Rd.	Adrian Norman	Bearville Twp.	S.24, 60-22	06-420-1220	yes
	44509	Co Rd 18	Tim Richards	Morse Twp.	S.36, 144-25	29-036-1200	yes
7/27/2023	20579	Field Crest Rd.	Brea Wallaker	Harris Twp.	S.11, 54-25	19-011-2402	yes
	53477	Little Bear Trl.	Jason Ebert	Stokes Twp.	S.30, 60-26	38-030-1402	yes
		Remove blue Sign #39102 off of HorseshoeLake Rd.					
	53550	Little Bear Trl.	Bear Creek Properties	Stokes Twp.	S.30, 60-26	38-030-1211	yes
	53549	Little Bear Trl.	Bear Creek Properties	Stokes Twp.	S.30, 60-26	38-030-1201	yes
		NEW ROAD NAMED; DUE TO 3 ADDRESSES					
7/31/2023	13699	N. Hart Lake Access	Jesse Klinker	Goodland Twp.	S.9, 55-22	14-109-2402	yes
8/2/2023	64995	Fishermans Trail	Christy Fischer	Carpenter Twp.	S.35, 62-24	10-235-1103	yes
		Remove blue sign #64752					
	64895	Fishermans Trail	Gregory Trnka	Carpenter Twp.	S.35, 62-24	10-235-1109	yes
		Road Name Change; from Thompson Rd. TO Fishermans Trail					
	52141	Eagle Point Rd.	Adam Niemala	Marcell Twp.	S.31, 60-26	26-131-4317	yes
	32219	Co Rd 40	Aldridge Properties LLC	Unorganized	S.9, 62-25	62-009-1100	yes
	64113	Co Rd 533	Suzanne Risberg	Carpenter Twp.	S.35, 62-24	10-235-3405	yes

2023 ADDRESSES

8/17/2023 to 9/25/2023

		River Rd.	Jake Wunderlich	Harris Twp.	S.12, 54-25	19-012-2211	<u>POST</u>	<u>SIGN</u>
8/17/2023	21251	**Remove existing blue sign #21175 down south to next driveway for Cemetary, may use same post or new post for new address #21251.**						yes
		US Hwy 2	Chad Meyer	Blackberry Twp.	S.5, 54-24	08-005-1404	no	yes
	26268	**NO LOCATE NEEDED; SHARE EXISTING POST WITH #26274**						
8/18/2023	21116	Co Rd 434	Harvey Wahlquist	Unorganized	S.19, 55-23	50-019-1400	yes	yes
8/24/2023	28782	River View Drive	Martin Gager	Harris Twp.	S.1, 54-25	19-517-0140	yes	yes
8/28/2023	28431	Co Rd 69	Michael Miller	Greenway Twp.	S.23, 147-25	18-540-0170	yes	yes
		NO LOCATE NEEDED; SHARE EXISTING POST WITH #28427						
	28699	Oak Bend Drive	Jeanine Phillips	Arbo Twp.	S.34, 56-25	02-034-3200	yes	yes
	36801	W.Little Sweden Rd	Matthew Miller	Nashwauk Twp.	S.19, 57-22	30-019-1100	yes	yes
9/5/2023	1556	Pear Lake Rd.	David Bunker	City Coleraine	S.13, 55-25	88-013-3305	yes	yes
	45649	Bowstring D1	Shawn Gard	Bowstring Twp.	S.14, 147-25	09-014-2102	yes	yes
	29881	Prairie Lake Rd.	Scott Lyman	Arbo Twp.	S.28, 56-25	02-028-2312	yes	yes
	53285	Co Rd 35	Wayne Kley	Unorganized	S.9, 147-26	77-009-2100	yes	yes
	31643	Wille Rd.	Daniel Kolb, LLC	Deer River Twp.	S.36, 145-25	11-236-1313	yes	yes
	40647	Co Rd 257	Jeffrey Heinrich	Unorganized	S.24, 55-27	69-024-2301	yes	yes
	30013	Splithand Rd.	Jesse Lhotka	Wildwood Twp.	S.15, 53-25	58-015-4102	yes	yes
	30001	Splithand Rd.	Teresa Steinke	Wildwood Twp.	S.15, 53-25	58-015-4103	share	yes
		both share same driveway and both signs on 1 post						

2023 ADDRESSES

9/27/2023 to 12/27/2023

DATE	PROJECT #	LOCATION	OWNER	STATUS	NOTES	APPLICANT	DATE	POST	SIGN
9/27/2023	34295	Freedom Path	James Beddoe	Unorganized	S.36, 57-26	65-036-3201	yes	yes	yes
	34230	Freedom Path	Dbl Properties Lic	Unorganized	S.36, 57-26	65-036-3101	yes	yes	yes
	34238	Freedom Path	Dbl Properties Lic	Unorganized	S.36, 57-26	65-036-3101	Share	Share	yes
		Share same Post, install #34230 on top then #34238							
		REMOVE EXISTING BLUE SIGN #34728 OFF OF FREESTONE RD							
	47492	Bourman Rd.	Scott Heide	Lake Jessie Twp	S.9, 148-25	22-009-1306	yes	yes	yes
10/4/2023	14997	River Rd.	Chelsy Otero	Splithand Twp.	S.8, 53-24	37-008-1220	yes	yes	yes
10/10/2023	36979	Bluewater Rd.	Darrell Meyer	Wabana Twp.	S.19, 57-25	41-019-1206	yes	yes	yes
	26280	Industrial Blvd.	Blackwater Properties	City Cohasset	S.12, 55-26	05-442-0320	yes	yes	yes
		BILL CITY COHASSET							
	28973	Pine Ridge Rd.	Steven Wilcox	Arbo Twp.	S.29, 56-25	02-029-4417	yes	yes	yes
10/12/2023	17836	US HWY 2	Kelly McCauley	Sago Twp.	S.2, 53-23	34-002-3200	yes	yes	yes
		SIGN/POST MISSING, NEED NEW-REPLACEMENT							
10/17/2023	27323	Ealge View Drive	Shawn Olson	Trout Lake Twp.	S.5, 55-24	40-460-0175	yes	yes	yes
	56719	Roger Richards Rd.	Keith Kallinen	Stokes Twp.	S.10, 60-26	38-010-1400	yes	yes	yes
		REMOVE BLUE SIGN 57501 FROM SCENIC HWY							
		CHANGE OF ADDRESS DUE TO OWNER LIVES ON ROGER RICHARDS RD.							

							SIGN
DATE	PLOT #	ADDRESS	TENANT NAME(S)	CITY/TWP	DISTRICT	APPLICANT NAME	STATUS
10/17/2023	45774	West Hawk Rd.	Brady Long	Oteneagen Twp.	S.35, 146-25	32-035-3201	yes
	50104	Co Rd 309	Justin Nelson	Unorganized	S.10, 59-24	55-450-0460	yes
10/24/2023	20405	Cardinal Drive	Carl Erickson	Blackberry Twp.	S.9, 54-24	08-009-3104	yes
	36271	Maple Creek Rd.	Kathleen Saelens	Unorganized	S.19, 57-26	65-019-3207	yes
	40952	State Hwy 46	Jake Perrington	Unorganized	S.18, 146-26	76-018-2201	yes
	33647	Co Rd 67	Kyler Eastman	Wildwood Twp.	S.6, 53-25	58-006-2305	yes
	19540	Pine Landing Dr.	Pine Landing Assoc. Lot	Harris Twp.	S.17, 54-25		existing
		No Locate Needed Will Share same post as blue sign #19544*			with parcel 19-545-0135**		
10/26/2023	24493	Thor Creek Rd.	Brandi Stromberg	Carpenter Twp.	S.35, 62-24	10-470-0120	yes
		NEW ROAD NAMED: Thor Creek Rd.					
11/2/2023	30237	State Hwy 38	Jeffrey Lucking	Arbo Twp.	S.19, 56-25	02-019-3110	yes
	38304	Woodland Drive	Gavin Stocco	Unorganized	S.20, 57-26	65-540-0170	yes
	33866	Co Rd 67	Colby Gallagher	Harris Twp.	S.31, 54-25	19-031-3311	yes
	22845	Wolf Creek Rd.	Richard DeBernardo	Lawrence Twp.	S.1, 57-24	23-001-4201	yes
	22831	Wolf Creek Rd.	Albert Brown	Lawrence Twp.	S.1, 57-24	23-001-4209	yes
	22801	Wolf Creek Rd.	Richard DeBernardo	Lawrence Twp.	S.1, 57-24	23-001-4211	yes
	22705	Wolf Creek Rd.	Clark Backstrom	Lawrence Twp.	S.1, 57-24	23-001-4102	yes
		***NEED TO REMOVE BLUE SIGNS #22404 & 22406 OFF S. CROOKED LAKE RD**					

							SIGN
DATE	ADDRESS	OWNER	TWP.	SECTION	RANGE	POST	
11/8/2023	Bearville Trail	Brian Solberg	Bearville Twp.	S.20, 61-22	06-020-1206	yes	yes
60651	Bearville Trail	Grant Ellis	Bearville Twp.	S.20, 61-22	06-020-1300	yes	yes
	NEW ROAD CHANGED FROM Bearville Dump Rd. TO BEARVILLE TRAIL						
	REMOVE BLUE SIGNS #61220 & #61224 FROM STATE HWY 65						
	NO LOCATED NEEDED; NO POWER						
15429	Co Rd 54	Brianna Nelson	Unorganized	S.31, 58-22	48-031-1201	yes	yes
22937	Northwoods Trail	Patrick Prag	City Cohasset	S.33, 55-26	05-033-2204	yes	yes
38036	Co Rd 257	Travis Tschida	City Cohasset	S.20, 55-26	05-020-4200	yes	yes
34588	Pooles Bay Rd	Ryan Windshittl	City Cohasset	S.13, 55-26	05-547-0130	yes	yes
	BILL CITY COHASSET ON ALL 3						
26274	US Hwy 2	Chad Meyer	Blackberry Twp.	S.5, 54-24	08-005-1404	no	yes
	Ordered wrong number - dated 8/17/2023						
	SHARE EXISTING POST WITH #26268						
11/14/2023	Co Rd 336	Joni Eichorn	Lawrence Twp.	S.2, 57-24	23-002-1301	yes	yes
11/15/2023	Co Rd 11	James Grossman	Unorganized	S.10, 55-27	69-010-4100	yes	yes
11/20/2023	East Bass Lake Rd.	Donald Bischoff	City Cohasset	S.11, 55-26	05-450-0110	yes	yes
	BILL CITY COHASSET						
11/27/2023	337 W. US Hwy 2	Hagers Inv. Properties	City Cohasset	S.10, 55-26	05-510-0921	yes	yes
	DO NOT ORDER SIGN; DUE TO IN CITY OF COHASSET						
	BILL CITY COHASSET						
54075	Co Rd 127	Charles Schutz	Sand Lake Twp.	S.5, 148-26	35-005-3301	no	yes
	NO GOPHER LOCATE NEEDED; SHARE SAME POST AS BLUE SIGN #54079**						
58947	Wilson Lk Forest Rd.	Bruce Falck	Unorganized	S.25, 61-24	57-025-4300	yes	yes
58947	LAKE ACCESS ONLY						

Itasca County Zoning & ADA Compliance 2023

10-20-2023 Plan Review- Bible Camp

10-31-2023 “ “ Timberwolf Lodge

10-31—2023 “ “ Bible Camp

11-06-2023 “ “ Bible Camp

2023 Shoreland Alteration Permits

Permit No.	Parcel(s)	Owner(s)	Date	Lake	Township(s)
23001S	04-208-4401	Rebecca Levitz	01/04/23	Little Island Lake, NE-3	Balsam
23002S	10-213-4100	Marcus Cordes	01/12/23	Poplar Lake, RD-1	Carpenter
23003S	65-028-1307	James Cohen	02/06/23	Deer Lake, RD-1	Unorganized
23004S	40-450-0420	Kathie Moran	02/28/23	Trout Lake, RD-2	Trout Lake
23005S	63-440-0030	Brandon Jahn	10/11/22	Pokegama Lake, GD	Unorganized
23006S	40-450-0115	Eagleview Hideaway	03/20/23	Trout Lake, RD-2	Trout Lake
23007S	65-500-0010	Steve Hosier	04/03/23	Deer Lake, RD-1	Unorganized
23008S	11-003-4107	Chris Keller	03/29/23	Chase Lake, NE-3	Deer River
23009S	38-030-2203	Robert Powell	04/24/23	Bello Lake, RD-2	Stokes
23010S	26-131-4301	William Trebs	04/26/23	Turtle Lake, RD-2	Marcell
23011S	13-025-3202	Bojou Resort and Campground	05/01/23	Round Lake, RD-2	Goodhope
23012S	55-425-0135	Mary GL Swan	05/05/23	King Lake, RD-2 PSL	Unorganized
23013S	02-418-0125	Robert Warren	05/08/23	Prairie Lake, RD-2	Arbo
23014S	02-430-0120	Jake Chzanowski	05/08/23	Prairie Lake, RD-2	Arbo
23015S	09-003-3113	Michael Peura	05/08/23	Jessie Lake, RD-2	Bowstring
23016S	35-018-1105	Matthew Najjar	05/08/23	Sand Lake, RD-2	Sand Lake
23017S	10-225-1204	Jeff Powell	05/08/23	Pickarel Lake, RD-2	Carpenter
23018S	35-034-3304	Thomas and Cheryl Olson	07/23/21	Sand Lake, RD-2	Sand Lake
23019S	58-027-4409	Russell Heavirland	05/15/23	Spilthand Lake, RD-2	Wildwood
23020S	04-113-1300	Jeremy Munter	05/15/23	Rahkos Lake, NE-2	Balsam
23021S	25-410-0120	Cully Hall	05/15/23	Swan Lake, RD-2	Lone Pine
23022S	63-011-4107	Alan and Erika Hodnik	05/22/23	Pokegama Lake, GD	Unorganized
23023S	63-435-0025	Greg & Bobbi Thompson	05/22/23	Sisebakwet Lake, RD-2	Unorganized
23024S	63-460-0068	John McMahon	05/22/23	Pokegama Lake, GD	Unorganized

2023 Shoreland Alteration Permits

23025S	25-032-3304	Jeff & Tracy Olson	05/22/23	Swan Lake, RD-2	Lone Pine
23026S	41-022-4202	Jason Prigge	05/22/23	Wabana, RD-2	Wabana
23027S	41-020-2202	Hugh Cameron	05/22/23	Bluewater, RD-2	Wabana
23028S	65-035-4104	Michelle & Michael Woodbeck	05/22/23	McAvery Lake, RD-2 PSL	Unorganized
23029S	38-030-2300	Robert Powell	05/22/23	Bello Lake, RD-2	Stokes
23030S	03-480-0040	Timothy Swalboski	05/22/23	Island Lake, RD-2	Ardenhurst
23031S	66-003-3402	Patrick & Katherine Archbold	05/22/23	Caribou Lake, RD-2	Unorganized
23032S	59-014-4100	Adam Sievert	05/30/23	Mary Lake, RD-1 PSL	Unorganized
23033S	59-420-0014	Aaron Squadroni	05/30/23	Clubhouse Lake, RD-2	Unorganized
23034S	07-014-1203	Jonathan Stuntebeck	05/30/23	Connors Lake, RD-2 PSL	Bigfork
23035S	63-485-0150	Joshua Cranston	06/29/23	Siseebakwet, RD-2	Unorganized
23036S	30-134-2201	John Weiher	06/05/23	Big Sucker Lk, RD-2	Nashwauk
23037S	59-033-1202	Noah Mason, Et al.	06/05/23	Elizabeth Lk, RD-2 PSL	Unorganized
23038S	63-425-0160	Anthony Serratore	06/05/23	Pokagama Lake, GD	Unorganized
23039S	25-490-0190	Joe Mitchell	06/15/23	Swan Lake, RD-2	Lone Pine
23040S	23-027-3310	Andrew Smith	06/12/23	Prairie River, Forested	Lawrence
23041S	66-005-4101	Jerald Thomasson	06/12/23	North Star Lk, RD-2	Unorganized
23042S	66-005-4204	Amanda Leigh Peterson	06/12/23	Dead Horse Lk, NE-2	Unorganized
23043S	26-002-1201	Martha Reese & Cyrus White	06/12/23	Burns Lake, RD-2	Marcell
23044S	58-014-3400	Billy Haukos	06/20/23	Spilthand Lake, RD-2	Wildwood
23045S	63-425-0230	Andrew Langenfeld	06/20/23	Pokagama Lake, GD	Unorganized
23046S	65-028-4210	Nathan & Jessica Loes	06/20/23	Deer Lake, RD-2	Unorganized
23047S	18-013-1203	Northern Natural Gas Company	06/20/23	Near Oxhide, GD	Greenway
23048S	19-021-1401	Ron Myers	06/20/23	Near Pokagamam GD	Harris
23049S	19-024-2321	Keith Young	06/26/23	Hale Lake, RD-2	Harris

2023 Shoreland Alteration Permits

23050S	09-031-3300	Kerry Nobens		06/26/23	Bowstring, RD-2	Bowstring
23051S	35-017-2203	Roy Wayne King		06/26/23	Sand, RD-2	Sand Lake
23052S	25-490-0210	Joe Mitchell		06/26/23	Swan Lake, RD-2	Lone Pine
23053S	64-026-3405	Bruce and Naomi Harner		07/10/23	Bass Lake, RD-2	Unorganized
23054S	77-003-2210	Brian Oswald		07/10/23	Sand Lake, RD-2	Unorganized
23055S	09-003-3109	Jonathan Dorn		07/10/23	Jessie Lake, RD-2	Bowstring
23056S	26-033-2403	Michael & Susan Danielzuk		07/10/23	North Star Lk, RD-2	Marcell
23057S	56-031-3101	Mike & Alyssa Paschke		07/10/23	Antler Lake, RD-2	Unorganized
23058S	25-500-0490	Kevin Persons		07/17/23	Swan Lake, RD-2	Lone Pine
23059S	48-006-2201	Josh Stringfellow		07/17/23	Buck Lake, RD-2 PSL	Unorganized
23060S	64-410-0120	Derek Flier		07/17/23	Bass Lake, RD-2	Unorganized
23061S	02-003-1101	Barbara Bunte		07/24/23	Prairie River, Forested	Arbo
23062S	41-021-3302	Keith Harrell		07/24/23	Wabana, RD-2	Wabana
23063S	03-470-0040	Axel and Renea Hansen		07/24/23	Island Lake, RD-2	Ardenhurst
23064S	12-420-0090	Truman Blakesley Post \$432		07/31/23	Sand Lake, RD-2	Feeley
23065S	04-124-3400	Itasca County Land Department		08/01/23	Balsam Creek, Tributary	Balsam
23066S	97-455-0175	Bryan and Nicolle Zuehlke		08/07/23	Trout Lake, RD-2	Taconite City
23067S	52-410-0050	William Colwell		09/05/23	Hartley Lake, RD-2	Unorganized
23068S	62-014-3108	Melissa Francisco		08/07/23	Busties Lake, RD-2	Unorganized
23069S	66-004-2431	Joseph Van Landschoot (app rejected)		08/07/23	North Star Lk, RD-2	Unorganized
23070S	63-020-3206	Brad Kaun		08/14/23	S Sugar Lk, RD-2 PSL	Unorganized
23071S	40-450-0450	Marty Glorvigen		08/14/23	Trout Lake, RD-2	Trout Lake
23072S	40-430-0160	Robert Miller		08/14/23	Trout Lake, RD-2	Trout Lake
23073S	23-001-1201	Beth & Ryan Else		08/14/23	Crooked Lake, RD-2	Lawrence
23074S	09-014-3303	Leroy Ness		08/14/23	Little Jessie, RD-2	Bowstring
23075S	64-035-4203	Eric Davison		08/25/23	Little Bass, RD-2	Unorganized

2023 Shoreland Alteration Permits

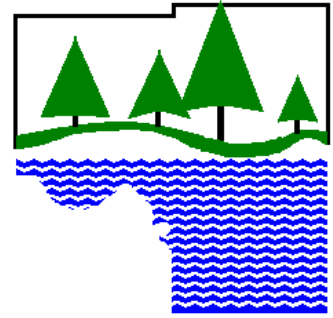
23076S	51-021-3401	James & Stephanie Fee		08/21/23	Kennedy Lk, RD-2 PSL	Unorganized
23077S	35-430-0080	Forrest & Karri Boe		08/21/23	Little Sand Lk, RD-2	Sand Lake
23078S	23-445-0160	John Solberg		08/28/23	Hanson Lk, RD-1	Lawrence
23079S	59-015-2402	Scott Johnson		08/28/23	Horseshoe Lake, RD-1	Unorganized
23080S	22-035-2302	Brad & Shannon Zingula		08/28/23	Jessie Lake, RD-2	Lake Jessie
23081S	21-012-4308	Allen Lehn		08/30/23	Dora Lake, RD-2	Kinghurst
23082S	63-425-0590	Doug Small		09/05/23	Pokegama Lake, GD	Unorganized
23083S	35-033-2402	Daniel & Racheal Nowling		09/05/23	Sand Lake, RD-2	Sand Lake
23084S	35-033-2202	James Murphy		09/05/23	Sand Lake, RD-2	Sand Lake
23085S	19-460-0290	Thomas Dee		09/11/23	Pokegama Lake, GD	Harris
23086S	12-029-3301	David & Joyce Plude		09/11/23	Shallow Lake, RD-2	Feeley
23087S	23-001-1202	Jared Hebeisen		09/11/23	Crooked Lake, RD-2	Lawrence
23088S	55-450-470/460	Justin & Abigail Nelson		09/11/23	Round Lake, RD-2 PSL	Unorganized
23089S	19-565-0100	Matthew Krautkremer		09/25/23	Pokegama Lake, GD	Harris
23090S	65-013-2104	Greg & Pam Newinski		09/25/23	Johnson Lake, NE-2	Unorganized
23091S	04-109-3102	Kevin Kinnavy		09/25/23	Balsam Lake, RD-2	Balsam
23092S	59-018-2400	Karl Fritze		10/02/23	Clubhouse Lake, RD-2	Unorganized
23093S	04-500-0312	Charles Bradford		10/10/23	Trout Lake, RD-2	Balsam
23094S	51-001-1103	Buck Lake Improvement Association		10/23/23	Buck Lake, RD-2 PSL	Unorganized
23095S	55-014-1108	Lynn Jensen/Yvonne Nelson		10/23/23	Round Lake, RD-2 PSL	Unorganized
23096S	64-035-3301	Robert Olson, Eagle Eye Holdings LLC		10/30/23	Bass Lake, RD-2	Unorganized
23097S	63-016-2114	Sugar Lake Lodge (Fred Bobich)		11/07/23	Siseebakwet, RD-2	Unorganized
23098S	19-016-2150	Itasca Driftskippers Snowmobile Club		11/07/23	Pokegama Lake, GD	Harris
23099S	19-425-0100	Sean Burggraf		11/07/23	Pokegama Lake, GD	Harris
23100S	77-010-2403	Chris Hagen, Royal Retreat LLC		11/17/23	Portage Lake, RD-2	Unorganized
23101S	63-002-4401	Sara & Kyle Christenson		11/20/23	NA	Unorganized

2023 Shoreland Alteration Permits

23102S	22-035-3203	Joseph and Janene Hebert	12/04/23	Jessie Lake, RD-2	Lake Jessie
236103S	Skipped				
236104S	65-500-0030	Louise Nyquist	12/12/23	Deer Lake, RD-2	Unorganized

ITASCA COUNTY

Environmental Services
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office: (218) 327-2857 | Fax: (218) 327-7331



January 16, 2024

Itasca County Board of Commissioners

RE: 2023 Year End Report for Environmental Services

Dear Commissioners,

Attached you will find information relating to our 2023 planning and zoning activities.

In the past year, 997 permits were issued which included the following: 894 structure permits, 419 sanitation permits, 103 shoreland alteration permits, and 50 after-the-fact permits. Also included in this number are the nine variances, seven conditional use permits, one rezoning, and one minor subdivision granted by The Planning Commission & Board of Adjustment.

As a matter of comparison, the following table indicates a snapshot of the permits issued and fees collected over the last five years:

	2023	2022	2021	2020	2019	2018
Permits Issued	997	909	963	947	904	870
Fees Collected	\$157,564.99	\$146,855	\$158,016	\$144,090	\$129,481	\$135,162

Enclosed is a breakdown of the various permits and fees for your information.

Sincerely,

Katie Benes
Environmental Services Director

cc: Brett Skyles, County Administrator (email only)
Amber Peratalo, County Assessor (email only)

Encl.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3475

DEPARTMENT: Environmental Services

TIME REQUESTED: 15 Minutes

PRESENTER: Andy Arens

AGENDA ITEM:

Upper Mississippi Headwaters (UMHW) Watershed Based Funding Update

BOARD ACTION REQUESTED:

Receive an Upper Mississippi Headwaters (UMHW) Watershed Based Funding Update.

BACKGROUND:

Implementation activities funded with the UMHW watershed based implementation funding (1W1P) have been under way since July 2022, and the first page of corresponding board packet materials summarizes Itasca County activities to date. The UMHW Policy Committee has approved a \$55,000.00 funding shift from the Water Course focus area to Urban Stewardship; this focus area shift is over \$50,000.00 it requires approval by all 5 SWCD and County Board. The following pages summary the details of this funding shift. Although we are finishing implementation of the 2022/2023 workplan and budget, the 2024/2025 funding is available. The following pages summary the 24/25 workplan and budget, which the Policy Committee has approved. The remainder of the board packet materials provide additional information, consisting of the 22/23 and 24/25 workplan and budget documents, and lastly a watershed wide summary of 22/23 grant accomplishments to date through September 2023.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. UMHW_22-23amendment&24-25_draft1_workplans_over-view
2. Draft_2022-23_Workplan_amended (2024)
3. 2024-25 UMHW1W1P workplan & budget
4. Watershed_wide_accomplishments_through_Sept2023

02/20/2024

RESULT:	PULLED FROM AGENDA
----------------	---------------------------

2022-2023 UMHW Implementation Accomplishments in Itasca

- Itasca Activities funded with UMHW state funding:
 - 3 Woodland Stewardship Plans cost shared 75%, totaling 526 acres.
 - Riparian buffer restored along 120 lineal feet of Deer Lake shoreline; SWCD guidance provided and cost shared 75% with SWCD through another state source.
 - Smart salting presentation by the MPCA to 70 County plow truck staff.
 - Purchased brine application equipment for 2 new County plow trucks, and road temperature gauges for 14 existing trucks.
 - Culvert inventory is approximately half complete; 150 total public water culverts have been identified (75 complete). Results will go into the DNR culvert inventory database.
 - A buckthorn education and removal session was held at the Itasca SWCD office in October.
- Full report through September 2023, including all partners, is included in the Board packet.

Amended 2022/2023 Workplan and Budget

- The Beltrami SWCD will use Enbridge dollars from an outside grant source for stormwater projects, the Mississippi River restoration project, and a stream crossing project currently in the 2022/2023 work plan. We are proposing to remove 1W1P implementation funds from those projects and add three other stormwater projects: one in Beltrami (\$35,000), one in Cass (\$26,000), and one in Itasca (\$66,000). In doing so, we will need to reallocate \$55,000 from the Water Course to the Urban issue.

2022/2023 Amended Budget Break Down

Staff									Projects						
Issue	County	Action	Linking Number	Budget	Updated Budget	2022 invoices	2023 invoices	Remaining	Linking Number	Budget	Updated Budget	2022 invoices	2023 invoices	Remaining	
Urban Stew.	Beltrami	Stormwater BMP	28	\$ 3,375.00	\$ 3,390.00	\$ 457.28	\$ -	\$ 2,932.72		\$ 31	\$ 14,472.00	\$ 72,000.00	\$ -	\$ -	\$ 72,000.00
		Public Works mainteance workshop	21	\$ -	\$ 2,000.00	\$ -				\$ 21	\$ -	\$ 8,000.00	\$ -	\$ 6,425.00	\$ 1,575.00
		Snow Storage										\$ 35,000.00			\$ 35,000.00
		Project development	21	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00							
	Cass							\$							
		Stormwater BMP	28	\$ 3,375.00	\$ 3,375.00	\$ -	\$ 3,077.49	297.51				\$ 26,000.00			\$ 26,000.00
		Chloride Equipment								\$ 5	\$ 13,170.00	\$ 13,170.00	\$ -	\$ -	\$ 13,170.00
		Stormwater scoping								\$ 13	\$ 26,302.00	\$ 26,302.00	\$ -	\$ -	\$ 26,302.00
	Project development	21	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 1,885.53	\$ 2,114.47								
	Itasca	Stormwater BMP	28	\$ 6,750.00	\$ 3,000.00	\$ 1,135.30	\$ -	\$ 1,864.70		\$ 31	\$ 28,944.00	\$ 28,944.00	\$ -	\$ 7,546.00	\$ 21,398.00
Deer River stormwater scoping		13	\$ -	\$ 4,000.00	\$ -				\$ 13	\$ -	\$ 26,000.00	\$ -	\$ -	\$ 26,000.00	
Pokegama Ditch Check											\$ 66,000.00			\$ 66,000.00	
Salt Workshop		21	\$ 1,000.00	\$ 1,000.00	\$ 122.30	\$ 781.93	\$ 95.77								
Project development		21	\$ 8,000.00	\$ 5,500.00	\$ -	\$ 3,319.34	\$ 2,180.66								

		Staff							Projects					
Issue	County	Action	Linking Number	Budget	Updated Budget	2022 invoices	2023 invoices	Remaining	Linking Number	Budget	Updated Budget	2022 invoices	2023 invoices	Remaining
Water Course	Beltrami	Federal forest road review	8	\$ 3,600.00	\$ 3,600.00	-	\$ -	\$ 3,600.00						
		Mississippi River Restoration High Banks East	32	\$ -	\$ 2,000.00	\$ -	\$ -		32	\$ -	\$ 40,000.00			
		Determine non-contributing areas	15	\$ 7,200.00	\$ 7,200.00	\$ -	\$ -	\$ 7,200.00						
	Cass	Culvert inventory	14	\$ 18,000.00	\$ 35,000.00	17,071.71	\$ -	\$ 17,928.29						
	Beltrami	stream crossing - grant creek	29	\$ 2,250.00	\$ 2,250.00	-	\$ -	\$ 2,250.00	32	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -

Issue	County	Action	Linking Number	Budget	Updated Budg	2022 invoices	2023 invoice	Remaining
Agricultural Stew.	Beltra	Pasture BMPs	25	\$ 8,640.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
		project development	21	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	Cass	project development	21	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	Clearwater	Cover Crops/Soil Testing	24	\$ 33,480.00	\$ 33,480.00	\$ -	\$ 3,536.60	\$ 29,943.40
		Pasture BMPs	25	\$ 6,480.00	\$ 6,480.00	\$ -	\$ -	\$ 6,480.00
		No-Till Drill	24	\$ 8,400.00	\$ 8,400.00	\$ -	\$ -	\$ 8,400.00
		Ag Water Cert	30	\$ 2,520.00	\$ 2,520.00	\$ -	\$ -	\$ 2,520.00
		Field Day	21			\$ -	\$ -	\$ -
		Ag Consultant Workshop	21			\$ -	\$ -	\$ -
		project development	21	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 131.00	\$ 869.00
	Hubba	Cover Crops/Soil Testing	24	\$ 12,510.00	\$ 510.00	\$ -	\$ -	\$ 510.00
		project development	21	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 13.58	\$ 986.42
	Itasca	project development	21	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 699.26	\$ 300.74

Issue	County	Action	Linking Number	Budget	Updated Budg	2022 invoices	2023 invoice	Remaining
Environmental Sensitive	Beltrami	easement development	20	\$ 5,400.00	\$ 5,400.00	\$ 2,379.24	\$ -	\$ 3,020.76
		Habitat restoration	21	\$ 7,200.00	\$ 7,200.00	\$ 2,574.30	\$ -	\$ 4,625.70
		project development	21	\$ 2,000.00	\$ 2,000.00	\$ 793.08	\$ -	\$ 1,206.92
	Hubba	easement development	20	\$ 5,400.00	\$ 17,400.00	\$ -	\$ 5,114.20	\$ 12,285.80
		project development	21	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
	Itasca	easement development	20	\$ 5,400.00	\$ -	\$ -		\$ -
		evaluation of wild rice	11	\$ 1,800.00	\$ 1,800.00	\$ -	\$ 433.71	\$ 1,366.29
		project development	21	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00

2024/2025 Initial Workplan and Budget

Highlights:

- Total Grant: \$1,013,278
- Required Match: \$101,327.80
- Simplified budget:
 - \$360,000 in staff costs
 - \$588,278 in projects and programs
 - \$65,000 in Administration
- The workplan outcomes drive where WBIF dollars go
- Staff went through each of the 9 issues and developed outcomes

24/25 Budget Breakdown

Work Plan Buckets

Staff (TA/Project development)	\$	360,000.00
Project Development	\$	200,000.00
TA***	\$	160,000.00
Projects & Programs	\$	588,278.00
Targeted projects	\$	488,278.00
Contingency	\$	40,000.00
Engineering	\$	60,000.00
Admin	\$	65,000.00

Sum: \$ 1,013,278.00

***TA dollars based on projects and programs

24/25 Project Development Breakdown

County	Base PD	Private acres	County private acres as a percent of the total private acres	County percent private acres x \$100,000	Base PD plus county percent of private land dollars
Beltrami	\$ 20,000.00	182,900	43%	\$ 43,000.00	\$ 63,000.00
Itasca	\$ 20,000.00	114,573	27%	\$ 27,000.00	\$ 47,000.00
Hubbard	\$ 20,000.00	61,702	14%	\$ 14,000.00	\$ 34,000.00
Clearwater	\$ 20,000.00	52,032	12%	\$ 12,000.00	\$ 32,000.00
Cass	\$ 20,000.00	16,122	4%	\$ 4,000.00	\$ 24,000.00
Becker		491	0%		
Totals		427820			\$ 200,000.00

Project Dollars

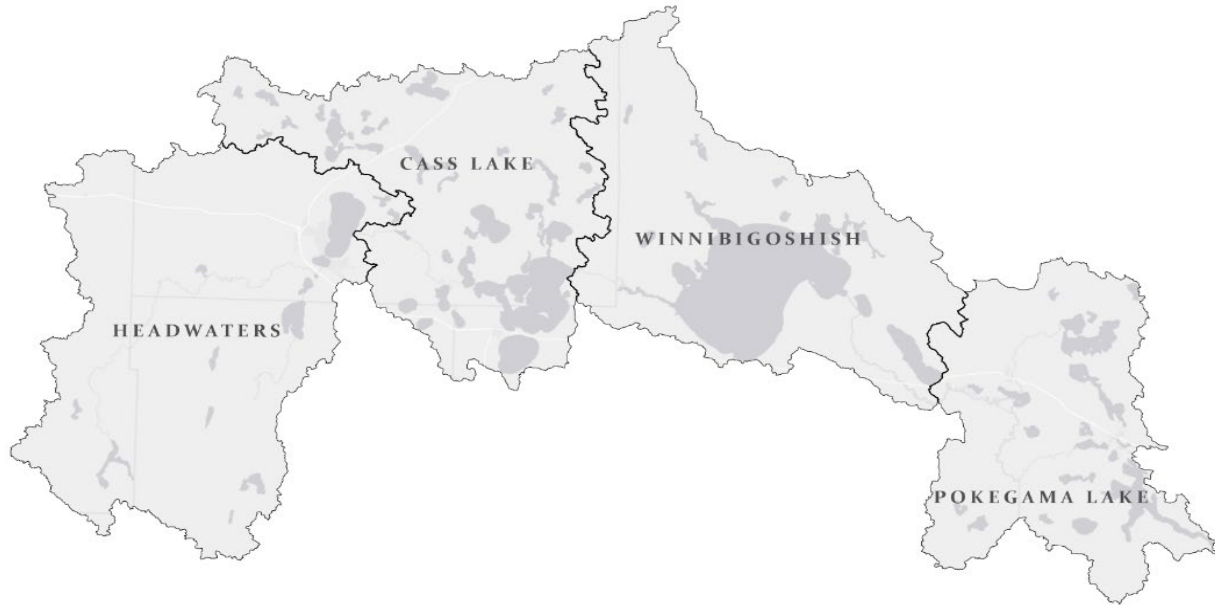
TA Dollars (staff)	
Beltrami	\$ 59,450.00
Itasca	\$ 38,700.00
Hubbard	\$ 19,000.00
Clearwater	\$ 22,250.00
Cass	\$ 20,600.00
Total	\$ 160,000.00
Project and Program Dollars	
Beltrami	\$ 210,000.00
Itasca	\$ 66,000.00
Hubbard	\$ 65,000.00
Clearwater	\$ 90,000.00
Cass	\$ 57,000.00
Total	\$ 488,000.00

County	Project	Cost	TA Dollars
Beltrami	BSU Bangsburg Parking Lot	NA	Engineering
Beltrami	City Street Sweeper	\$ 125,000.00	\$ 5,950.00
Beltrami	snow storage	NA	\$ 20,000.00
Beltrami	Grant Creek Culvert	NA	\$ 10,000.00
Beltrami	Lakeshore	\$ 25,000.00	\$ 7,500.00
Beltrami	forestry	\$ 20,000.00	\$ 4,000.00
Beltrami	Grazing	\$ 40,000.00	\$ 12,000.00
Beltrami	Soil Health	NA	*
Cass	Cass Lake Stormwater BMP	\$ 54,000.00	\$ 20,000.00
Cass	Forestry	\$ 3,000.00	\$ 600.00
Clearwater	Forestry	\$ 5,000.00	\$ 1,000.00
Clearwater	Soil Health	\$ 85,000.00	\$ 21,250.00
Hubbard	Lakeshore	\$ 60,000.00	\$ 18,000.00
Hubbard	Forestry	\$ 5,000.00	\$ 1,000.00
Itasca	Forestry	\$ 6,000.00	\$ 1,200.00
Itasca	Lakeshore	\$ 20,000.00	\$ 6,000.00
Itasca	Deer River/Cohasset Stormwater	\$ 40,000.00	\$ 12,000.00
Itasca	Pokegama ditch chk	NA	\$ 19,500.00
Total		\$ 488,000.00	\$ 160,000.00

2022 - 2023 Watershed Based Implementation Funding Budget and Workplan

Projects may be completed 2022 - 2024

The Mississippi River Headwaters Watershed Comprehensive Plan partners will primarily focus on projects related to Forest Stewardship, Lake Stewardship, Agricultural Stewardship, and Urban Stewardship.



Higher Priority	----->	Lower Priority
• Lake Stewardship • Forest Stewardship • Urban Stewardship • Agriculture Stewardship	• Environmentally Sensitive Lands • Subsurface Sewage Treatment System Management • Water Course Stewardship	• Drinking Water Stewardship • Invasive Species Management

Watershed Based Implementation Fund Budget:

\$	94,470.16	Forest Stewardship
\$	147,928.40	Lake Stewardship
\$	171,664.44	Agriculture Stewardship
\$	204,681.00	Urban Stewardship
\$	25,800.00	Environmentally Sensitive Lands
\$	10,010.00	Subsurface Sewage Treatment System Management
\$	90,050.00	Water Course Stewardship
\$	10,500.00	Drinking Water Stewardship
\$	3,400.00	Invasive Species Management
\$	43,077.00	Administration
\$	60,000.00	Technical and Engineering Assistance
\$	861,581.00	Total

Forest Stewardship**\$ 94,470.16**

Priority Resources: Lake Plantagenet, Lake Bemidji, Turtle Lake, Gull Lake, Deer Lake, Cass Lake, Pokegama Lake

Targeted Locations: RAQ scores over 7 in higher priority minor watersheds.

Plan Goals:

1. Integrate a watershed forest model and database.
2. Increase protected forestlands by 30,500 acres across priority lake watersheds.

Plan Progress 2022-2023 Outcomes:

1. Increase protection by 8,356 acres
2. Implement 41 forest BMPs
3. Complete forest modeling
4. Coordinate local forest technical team

2022 Milestones	Accomplishments
Enroll 1,580 forest stewardship acres into a protection program within the Headwaters Implementation Region	
Enroll 1,838 forest stewardship acres into a protection program within the Cass Lake Implementation Region	
Enroll 1,009 forest stewardship acres into a protection program within the Pokegama Implementation Region	
Assist Headwaters Implementation Region private landowners on 11 forestry BMPs	
Assist Cass Lake Implementation Region private landowners on 15 forestry BMPs	
Assist Pokegama Implementation Region private landowners on 11 forestry BMPs	
Lead 3 local forestry technical teams	
Develop a watershed forestry database and tracking system	

2023 Milestones	Accomplishments
Enroll 1,580 forest stewardship acres into a protection program within the Headwaters Implementation Region	
Enroll 1,838 forest stewardship acres into a protection program within the Cass Lake Implementation Region	
Enroll 1,009 forest stewardship acres into a protection program within the Pokegama Implementation Region	
Assist Headwaters Implementation Region private landowners on 12 forestry BMPs	
Assist Cass Lake Implementation Region private landowners on 15 forestry BMPs	
Assist Pokegama Implementation Region private landowners on 12 forestry BMPs	
Lead 4 local forestry technical teams	
Completion of a forest model	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Lake Stewardship**\$ 147,928.40**

Priority Resources: Lake Plantagenet, Lake Bemidji, Turtle Lake, Gull Lake, Deer Lake, Cass Lake, Pokegama Lake

Locations: MN DNR Score the Shore

Plan Goals:

1. Improve two miles of lakeshore habitat on Tier 1 and Total Maximum Daily Load (TMDL) lakes, and one mile on Tier 2 Lakes
2. Reduce phosphorus by 5% of the total load reduction needed for each of the Tier 1 Lake

2022-2023 Outcomes:

1. 8 stormwater BMPs
2. 2,290 linear feet of buffer installation
3. 741 linear feet of shoreline restoration
4. Shoreline impervious surface analysis

2022 Milestones	Accomplishments
Complete 2 stormwater BMPs on priority lakes	
Complete 572 linear feet of buffer installation	
Complete 185 linear feet of shoreline restoration	
Quantify near-shore impervious surfaces	

2023 Milestones	Accomplishments
Complete 6 stormwater BMPs on priority lakes	
Complete 1,717 linear feet of buffer installation	
Complete 555 linear feet of shoreline restoration	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

\$ 159,664.44

~~\$ 171,664.44~~

Agriculture Stewardship

Priority Resources: Grace Lake, Little Turtle Lake, Lake Bemidji, Lake Irving, Turtle River Lake, Gull Lake, Lake Pokegama, Lake Plantagenet, and Big Lake

Locations: SSS (Soils, Slope, Stream Proximity) ranking over 7

Plan Goals:

1. Optimize fertilizer and manure rates based on soil testing and farm planning on 331 farms in priority lake watersheds
2. In priority lake watersheds, Increase agriculture stewardship practices on 16,486 acres
3. Increase pasture management and access control on 30 farms in priority lake watersheds

2022-2023 Outcomes:

1. Soil testing and farm planning on 64 fields
2. Soil health BMPs over 1,600 acres
3. Pasture BMPs on 7 farms
4. Increase Agricultural Water Quality Certification participation
5. Increase nutrient management program participation
6. Provide access to a No-till drill

2022 Milestones	Accomplishments
Initiate soil testing and farm planning over 32 fields	
Implement 800 acres of soil health BMPs	
Implement pasture BMPs on 1 farms	
Enroll 1 landowner into the Ag. Water Quality Certification Program	
Enroll 1 landowner into the nutrient management program	
Obtain a no-till drill for soil health program	

2023 Milestones	Accomplishments
Initiate soil testing and farm planning over 32 fields	
Implement 800 acres of soil health BMPs	
Implement pasture BMPs on 5 farms	
Enroll 1 landowner into the Ag. Water Quality Certification Program	
Enroll 1 landowner into the nutrient management program	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

\$259,681.00

~~\$ 204,681.00~~

Urban Stewardship

Priority Cities: Bemidji, Cass Lake, Deer River, and Cohasset

Locations: TBD

Plan Goals:

1. Develop a stormwater retrofit analysis identifying stormwater projects for implementation
2. Municipalities develop local low-impact designs and layouts that reduce generated runoff and pollutants by preserving natural areas, disconnecting and distributing runoff, and reducing overall impervious cover
3. Develop winter maintenance plans and provide tools for chloride management certification for private contractors, cities, townships, and counties

2022-2023 Outcomes:

1. Stormwater retrofit analysis for each of the four cities
2. Install four stormwater BMPs

2022 Milestones	Accomplishments
Complete retrofit analysis for each of the four cities within the Watershed	
Install 1 stormwater BMP	
Inventory, inspection, and identification of private pipes within the City of Bemidji	
Brine equipment for road management in Cass County	
Conduct 2 MPCA Salt Workshops for County, City, and private contractor staff	

2023 Milestones	Accomplishments
Install 3 stormwater BMPs	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

\$ 37,800.00

Environmentally Sensitive Lands

~~\$ 25,800.00~~

Priority Resources: Wild rice lakes and Mississippi River corridor

Locations: Priority wild rice lakes and MHB parcel scoring

Plan Goals:

1. Protect 4,000 acres of habitat
2. Update wild rice inventory
3. Explore options to protect local School Trust Lands
4. Restore 20 acres of habitat

2022-2023 Outcomes:

1. Three easements
2. Update wild rice inventory
3. Restore 2 acres of habitat

2022 Milestones	Accomplishments
Re-evaluate wild rice lake priority lists	

2023 Milestones	Accomplishments
Three easements	
Restore 2 acres of habitat	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Subsurface Sewage Treatment System Management**\$ 10,010.00**

Priority Resources: Lake Plantagenet, Lake Bemidji, Turtle Lake, Gull Lake, Deer Lake, Cass Lake, Pokegama Lake

Plan Goals:

1. Work with County Environmental Service Department directors identifying opportunities for
2. Through voluntary assessments, inspect sewage treatment systems on Tier 1 lakes and high-
3. Expand opportunities for financial assistance programs for subsurface sewage treatment system upgrades

2022-2023 Outcomes:

1. Modernize local databases
2. Implement zero-interest loan program

2022 Milestones	Accomplishments
Build SSTS database in Beltrami County	

2023 Milestones	Accomplishments

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

\$ 35,050.00

~~\$ 90,050.00~~

Water Course Stewardship

Priority Resources: Bear Creek and Lake Pokegama

Locations: To be determined after inventory

Plan Goals:

1. Increase aquatic connectivity through forest road closure recommendations in the Chippewa
2. Coordinate dam management or replacement
3. Coordinate culvert inventories with local road authorities and replace as needed
4. Maintain the Mississippi River Headwaters Watershed mean annual discharge of 2,579-2,777

2022-2023 Outcomes:

1. Culvert replacement
2. Pokegama ditch checks
3. Watershed-wide culvert inventory
4. Federal forest roads review
5. Determine non-contributing areas

2022 Milestones	Accomplishments
Initiate culvert inventory and build database	
Partner with USFS in reviewing minimal-use forest roads	
Mississippi High Banks campsite bluff restoration	

2023 Milestones	Accomplishments
Survey and design 1 culvert replacement	
Creation of hydrologically corrected Digital Elevation Model	
Install ditch checks along Pokegama causeway	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Drinking Water Stewardship**\$ 10,500.00**

Priority Resources: High nitrate and arsenic wells and DWSMAs

Locations:

Plan Goals:

1. Improve protection practices and programs through inventories, databases, and creation of
2. Work with the Minnesota Department of Health (MDH) to inform public of potential health risks
3. Locate and seal 10 wells per year or flood-prone private wells per year to prevent groundwater
4. Monitor and provide technical assistance to 10% of the existing private wells in the Mississippi

2022-2023 Outcomes:

1. Geologic atlas
2. Development of public health risk information
3. Survey of wells within the floodplain
4. Request flooded well test kits
5. Well sealing
6. Develop template for private well protection plans

2022 Milestones	Accomplishments
Develop outreach materials for potential health risks in groundwater	
Request flooded well test kits from MDH	
Seal 10 wells	
Development of private well head protection information for local planning	

2023 Milestones	Accomplishments
Complete staff training with MN Geological Survey to locate wells using in-	
Conduct survey of wells within the floodplain zone	
Seal 10 wells	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Invasive Species Management**\$ 3,400.00**

Priority Resources:

Locations:

Plan Goals:

1. Enhanced coordination of local aquatic invasive species (AIS_ plan implementation by organizing
2. Facilitate integrated pest management based on impact to the resource and to the invasive
3. Restore 25 acres of native plant communities through an ecosystem approach

2022-2023 Outcomes:

1. Coordination of AIS meetings
2. Creation of cooperative weed management area

2022 Milestones	Accomplishments
Coordinate an annual AIS meeting for local staff	

2023 Milestones	Accomplishments
Coordinate an annual AIS meeting for local staff	
Initiate a Cooperative Weed Management Area	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Administration**\$ 43,077.00**

2022 Milestones	Accomplishments
Finalize adoption of MOA and bylaws for plan implementation	
Create tracking mechanisms for grant reporting and fiscal management	
Complete annual financial and audit requirements	
Work on policy development for funding implementation	
Enter into sub-agreements for distribution of funds	
Complete payments for work accomplished	
Provide quarterly grant reports to the Policy Committee	
Conduct 4 Policy Committee meetings	
Conduct 6 Advisory Committee meetings	

2023 Milestones	Accomplishments
Maintain tracking mechanisms for grant reporting and fiscal management	
Complete annual financial and audit requirements	
Provide quarterly grant reports to the Policy Committee	
Complete payments for work accomplished	
Complete BWSR grant reporting	
Conduct 4 Policy Committee meetings	
Conduct 6 Advisory Committee meetings	
Begin outline of work plan for next watershed based funding request	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Engineering and Technical Assistance**\$ 60,000.00**

2022 Milestones	Accomplishments
Complete survey and design one stormwater BMP	
Stormwater feasibility study	

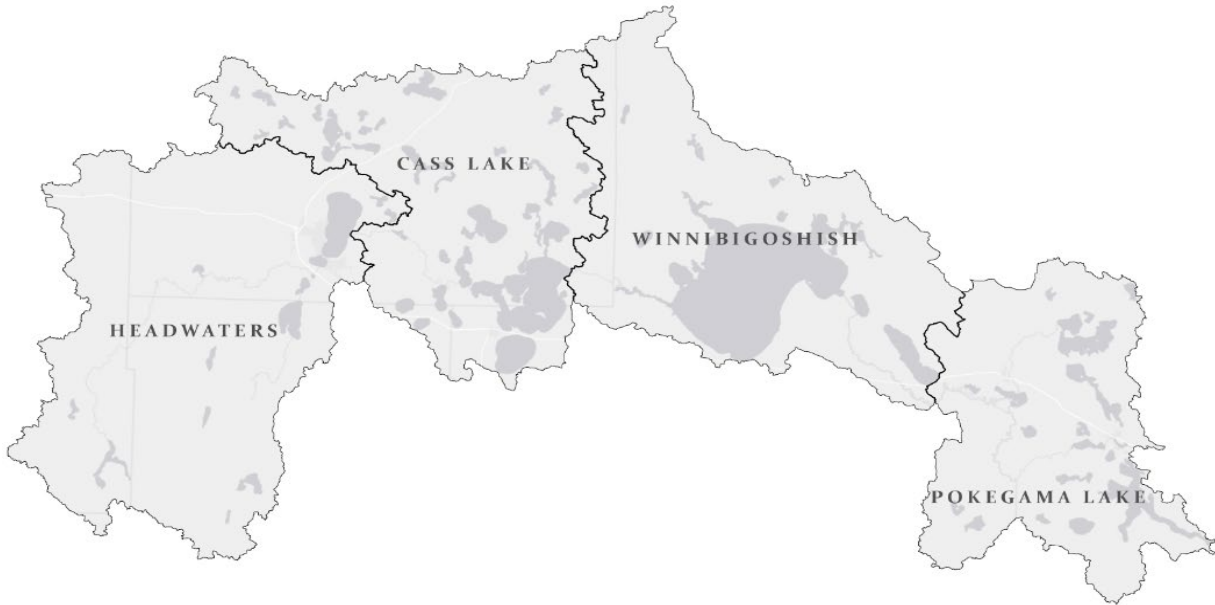
2023 Milestones	Accomplishments
Complete survey and design three stormwater BMPs	
Survey and design 1 culvert replacement	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

2024 - 2025 Watershed Based Implementation Funding Budget and Workplan

Projects may be completed 2024 - 2026

The Mississippi River Headwaters Watershed Comprehensive Plan partners will primarily focus on projects related to Forest Stewardship, Lake Stewardship, Agricultural Stewardship, and Urban Stewardship.



Higher Priority	----->	Lower Priority
• Lake Stewardship • Forest Stewardship • Urban Stewardship • Agriculture Stewardship	• Environmentally Sensitive Lands • Subsurface Sewage Treatment System Management • Water Course Stewardship	• Drinking Water Stewardship • Invasive Species Management

Watershed Based Implementation Fund Budget

\$ 360,000.00	Staff (TA/Project development)
\$ 588,278.00	Projects & Programs
\$ 65,000.00	Admin
\$ 1,013,278.00	Total Grant
\$ 101,327.80	Grant Match
\$ 1,114,605.80	Total Grant and Grant Match

Watershed Based Implementation Fund Workplan

Forest Stewardship

Priority Resources: Lake Plantagenet, Lake Bemidji, Turtle Lake, Gull Lake, Deer Lake, Cass Lake, Pokegama Lake

Targeted Locations: RAQ scores over 7 in higher priority minor watersheds.

Plan Goals:

1. improve forest management on 41,026 acres
2. Increase protected forestlands by 30,500 acres across priority lake watersheds.

Plan Progress 2024-2025 Outcomes:

1. Increase protection by 6100 acres
2. Implement 5 forest BMPs

Lake Stewardship

Priority Resources: Lake Plantagenet, Lake Bemidji, Turtle Lake, Gull Lake, Deer Lake, Cass Lake, Pokegama Lake

Locations: MN DNR Score the Shore

Plan Goals:

1. Improve two miles of lakeshore habitat on Tier 1 and Total Maximum Daily Load (TMDL) lakes, and one mile on Tier 2 Lakes
2. Reduce phosphorus by 5% of the total load reduction needed for each of the Tier 1 Lake

Plan Progress 2024-2025 Outcomes:

1. 4 stormwater BMPs
2. 2,290 linear feet of buffer installation
3. 200 linear feet of shoreline restoration

Agriculture Stewardship

Priority Resources: Grace Lake, Little Turtle Lake, Lake Bemidji, Lake Irving, Turtle River Lake, Gull Lake, Lake Pokegama, Lake Plantagenet, and Big Lake

Locations: SSS (Soils, Slope, Stream Proximity) ranking over 7

Plan Goals:

1. Optimize fertilizer and manure rates based on soil testing and farm planning on 331 farms in priority lake watersheds
2. In priority lake watersheds, Increase agriculture stewardship practices on 16,486 acres
3. Increase pasture management and access control on 30 farms in priority lake watersheds

2024-2025 Outcomes:

1. Soil testing and farm planning on 64 fields
2. Soil health BMPs over 1,600 acres
3. Pasture BMPs on 2 farms
4. Increase Agricultural Water Quality Certification participation
5. Increase nutrient management program participation
6. Provide access to a No-till drill

Urban Stewardship

Priority Cities: Bemidji, Cass Lake, Deer River, and Cohasset

Locations: Stormwater Retrofit Analysis Priority Areas

Plan Goals:

1. Develop a stormwater retrofit analysis identifying stormwater projects for implementation
2. Municipalities develop local low-impact designs and layouts that reduce generated runoff and pollutants by preserving natural areas, disconnecting and distributing runoff, and reducing overall impervious cover
3. Develop winter maintenance plans and provide tools for chloride management certification for private contractors, cities, townships, and counties

2024-2025 Outcomes:

1. Cass Lake Stormwater BMP
2. City of Bemidji Street Sweeping program
3. Deer River/Cohasset Stormwater BMP
4. BSU Bangsberg parking lot stormwater redesign

Environmentally Sensitive Lands

Priority Resources: Wild rice lakes and Mississippi River corridor

Locations: Priority wild rice lakes and MHB parcel scoring

Plan Goals:

1. Protect 4,000 acres of habitat
2. Update wild rice inventory
3. Explore options to protect local School Trust Lands
4. Restore 20 acres of habitat

2024-2025 Outcomes:

1. Three easements
2. Update wild rice inventory

Subsurface Sewage Treatment System Management

Priority Resources: Lake Plantagenet, Lake Bemidji, Turtle Lake, Gull Lake, Deer Lake, Cass Lake, Pokegama Lake

Plan Goals:

1. Work with County Environmental Service Department directors identifying opportunities for modernizing local databases for program delivery
2. Through voluntary assessments, inspect sewage treatment systems on Tier 1 lakes and high-
3. Expand opportunities for financial assistance programs for subsurface sewage treatment system upgrades

2024-2025 Outcomes:

1. Implement zero-interest loan program

Water Course Stewardship

Priority Resources: ~~Bear Creek~~ and Lake Pokegama

Locations: To be determined after inventory

Plan Goals:

1. Increase aquatic connectivity through forest road closure recommendations in the Chippewa
2. Coordinate dam management or replacement
3. Coordinate culvert inventories with local road authorities and replace as needed
4. Maintain the Mississippi River Headwaters Watershed mean annual discharge of 2,579-2,777

2024-2025 Outcomes:

1. Review culvert inventory and inspect potential culverts with road authorities and MN DNR

Drinking Water Stewardship

Priority Resources: High nitrate and arsenic wells and DWSMAs

Locations:

Plan Goals:

1. Improve protection practices and programs through inventories, databases, and creation of groundwater information resources
2. Work with the Minnesota Department of Health (MDH) to inform public of potential health risks
3. Locate and seal 10 wells per year or flood prone private wells per year to prevent groundwater
4. Monitor and provide technical assistance to 10% of the existing private wells in the Mississippi

2024-2025 Outcomes:

1. Geologic atlas
2. Development of public health risk information
3. Survey of wells within the floodplain
4. Request flooded well test kits

Invasive Species Management

Priority Resources:

Locations:

Plan Goals:

1. Enhanced coordination of local aquatic invasive species (AIS) plan implementation by organizing
2. Facilitate integrated pest management based on impact to the resource and to the invasive
3. Restore 25 acres of native plant communities through an ecosystem approach

2024-2025 Outcomes:

1. Coordination of AIS meetings
2. Creation of cooperative weed management area

Administration

2024 Milestones	Accomplishments
Finalize adoption of MOA and bylaws for plan implementation	
Create tracking mechanisms for grant reporting and fiscal management	
Complete annual financial and audit requirements	
Work on policy development for funding implementation	
Enter into sub-agreements for distribution of funds	
Complete payments for work accomplished	
Provide quarterly grant reports to the Policy Committee	
Conduct 4 Policy Committee meetings	

2025 Milestones	Accomplishments
Maintain tracking mechanisms for grant reporting and fiscal management	
Complete annual financial and audit requirements	
Provide quarterly grant reports to the Policy Committee	
Complete payments for work accomplished	
Complete BWSR grant reporting	
Conduct 4 Policy Committee meetings	
Begin outline of work plan for next watershed based funding request	

2025 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

2022/2023 UMHW Implementation Accomplishments through September 2023

Issue	County	Action	Updated Budget	2022 invoices	2023 invoices	Remaining
Forest Stew.	Beltrami	Forest Planning/technical assistance	\$ 9,400.00	\$ 2,136.23	\$ 4,068.79	\$ 3,194.98
	Cass	Forest Planning/technical assistance	\$ -	\$ -	\$ -	\$ -
	Clearwater	Forest Planning/technical assistance	\$ 3,234.74	\$ 1,378.74	\$ 733.80	\$ 1,122.20
	Hubbard	Forest Planning/technical assistance	\$ 35,860.42	\$ -	\$ 4,220.52	\$ 31,639.90
	Itasca	Forest Planning/technical assistance	\$ 6,000.00	\$ -	\$ 1,367.10	\$ 4,632.90

Plan Progress 2022-2023 Outcomes:

1. Increase protection by 8,356 acres
2. Implement 41 forest BMPs
3. Complete forest modeling
4. Coordinate local forest technical team

total

2473

Actions	Beltrami	Cass	Clearwater	Hubbard	Itasca
1. Increase protection by 8,356 acres	1347		340	260	526
2. Implement 41 forest BMPs	None Reported				
3. Complete forest modeling	Removed in new budget				
4. Coordinate local forest technical team	Working UMN, MFRC, MN DNR, MFA, NRCS to develop messaging to support coordinated family forest owner education				

Outreach events: Lobos Forest Stewardship, Cleanup Days Forest Stewardship

Issue	County	Action	Updated Budget	2022 invoices	2023 invoices	Remaining
Ag Stewardship	Clearwater	Cover Crops/Soil Testing	\$ 42,155.00	\$ 7,195.65	\$ 22,374.00	\$ 12,585.35
		Pasture BMPs	\$ -	\$ -	\$ -	\$ -
		No-Till Drill	\$ 45,717.44	\$ 45,717.44		\$ -
		Field Day	\$ 2,000.00	\$ -	\$ 80.00	\$ 1,920.00
	Hubbard	Cover Crops/Soil Testing	\$ 7,152.00	\$ -	\$ -	\$ 7,152.00

2022-2023 Outcomes:

1. Soil testing and farm planning on 64 fields
2. Soil health BMPs over 1,600 acres
3. Pasture BMPs on 7 farms
4. Increase Agricultural Water Quality Certification participation
5. Increase nutrient management program participation
6. Provide access to a No-till drill

Actions:	Beltrami**	Cass	Clearwater	Hubbard	Itasca
1	30		13	9	
2	648.95		96	32.2	
3	Not completed				
4	Not completed				
5	Not completed				
6			Completed		

total
52
777.15

4 - Ag coffee talk outreach events

Issue	County	Action	Updated Budget	2022 invo	2023 invo	Remaining
Lake Stew.	Beltrami	shore buffer/stormwater/shoreline bio	\$ 76,206.13	\$ -	\$ -	\$ 76,139.34
	Hubbard	shore buffer/stormwater/shoreline bio	\$ 26,051.14	\$ -	\$ -	\$ 26,051.14
	Itasca	shore buffer/stormwater/shoreline bio	\$ 3,051.13	\$ -	\$ -	\$ 3,051.13

2022-2023 Outcomes:

- 1. 8 stormwater BMPs
- 2. 2,290 linear feet of buffer installation
- 3. 741 linear feet of shoreline restoration
- 4. Shoreline impervious surface analysis

Actions:	Beltrami	Hubbard	Itasca	total
1	1			1
2	1150	150	120	1420
3	350	150	120	620
4	Completed			

Issue	County	Action	Updated Budget	2022 invoices	2023 invoices	Remaining
Urban Stew.	Beltra	Stormwater BMP	\$ 72,000.00	\$ -	\$ -	\$ 72,000.00
		Public Works maintenance workshop	\$ 8,000.00	\$ -	\$ 6,425.00	
	Cass	Stormwater BMP				
		Chloride Equipment	\$ 13,170.00	\$ -	\$ -	\$ 13,170.00
		Stormwater scoping	\$ 26,302.00	\$ -	\$ -	\$ 26,302.00
	Itasca	Stormwater BMP	\$ 28,944.00	\$ -	\$ -	\$ 28,944.00
		Deer River stormwater scoping	\$ 26,000.00	\$ -	\$ -	\$ 26,000.00
		Salt Workshop				

2022-2023 Outcomes:

1. Stormwater retrofit analysis for each of the four cities
2. Install four stormwater BMPs

Actions:	Beltrami	Cass	Itasca
1	Completed		
2	2		
Itasca Chloride equipment	Completed		
Public works worksho p	Completed		
Cass Lake Chloride equipment	Completed		

Issue	County	Action	Updated Budget	2022 invoices	2023 invoices	Remaining
Water Courses		Federal forest road review				
	Beltrami	Mississippi River Restoration High Banks East	\$ 40,000.00			
		Determine non-contributing areas				
	Cass	Culvert inventory				

2022-2023 Outcomes:

1. Culvert replacement
2. Pokegama ditch checks
3. Watershed-wide culvert inventory
4. Federal forest roads review
5. Determine non-contributing areas

Actions:

- 1 Culvert project pushed into next workplan
- 2 Removed from workplan
- 3 Almost completed
- 4 Not completed
- 5 Working with BSU to complete

Mississippi River Bank restoration

High banks east and west

Issue	County	Action	Updated Budget	2022 invoiced	2023 invoiced	Remaining
Invasive	Clearwater	Creation of a CWMA				
	Itasca	Buckthorn	\$ 2,200.00			\$ 2,200.00

2024-2025 Outcomes:

1. Coordination of AIS meetings
2. Creation of cooperative weed management area

Action

- 1 Completed
- 2 not completed

Environmental Category

No Project dollars

2022-2023 Outcomes:

- 1. Three easements
- 2. Update wild rice inventory
- 3. Restore 2 acres of habitat

Actions:

	Beltrami	Cass	Clearwater	Hubbard	Itasca
1	3			4	
2					
3	8				Partial update

SSTS Category

No Project dollars

2022-2023 Outcomes:

- 1. Modernize local databases
- 2. Implement zero-interest loan program
- 1 Nothing to report
- 2 Partially completed.

Drinking Water

No project dollars

2022-2023 Outcomes:

- 1. Geologic atlas
- 2. Development of public health risk information
- 3. Survey of wells within the floodplain
- 4. Request flooded well test kits
- 5. Well sealing
- 6. Develop template for private well protection plans

Actions

- 1 Started in Beltrami & Itasca
- 2 Not complete
- 3 Not complete
- 4 Not complete
- 5 None to report
- 6 Not complete