ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 27, 2024 | 2:30 PM | Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Johnson called the meeting to order at 02:30 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Absent	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 Agenda as amended adding item 6.13 and item 6.14.

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

IV. MINUTES APPROVAL

Motion To: Approve Minutes delineated.

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

1. Approve the minutes of the February 20, 2024, County Board Work Session.

V. CONSENT AGENDA

Motion To: Approve Consent agenda as delineated.

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

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.

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.
3. Approve the Cooperative Construction Agreement with the City of Deer River for CSAH 81 (1st Avenue) road improvements.
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.
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.
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.
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.
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.
9. Adopt the Resolution Re: Nashwauk Multi-use Trailhead Federal Recreational Trails Program Grant Application and authorize necessary signatures.
10. Adopt the Resolution Re: Bass Lake Park and Campground Community Infrastructure Grant Application, and authorize necessary signatures.
11. Adopt the Resolution Re: Popple River Multi-Use Recreational Trail Bridge Federal Recreational Trails Program Grant Application, and authorize necessary signatures.
12. Approve the application and acceptance, if awarded, of the Yamaha Outdoor Access Initiative Grant and authorize necessary signatures.

VI. REGULAR AGENDA

1. Receive Citizen Input
   No citizen input provided.
2. Legislative Conference Call
   Representative Ben Davis gave updates.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Recognition of County Employees
   The following employees were recognized:

   Farewell to Paul Meyer whose last day as Social Worker, with the Health & Human Services Department will be February 29, 2024, after 28+ years of service.

   Welcome to new employee, Kayson Angell, Corrections Deputy with the Sheriff Department, effective February 20, 2024.

   Farewell to Emily Kurtz whose last day as Probation Officer - Senior with the Probation Department will be March 8, 2024, after 6+ years of service.

Farewell to Eric Riihinen whose last day as Civil Design Engineer with the Transportation Department was February 23, 2024, after 1 month of service.

Congratulations to Wendy Mathews who has promoted from Child Support Officer to Lead Child Support Officer with the HHS Department effective on February 11, 2024.

Farewell to Mary Berard whose last day as Lead Eligibility Specialist with the Health & Human Services Department will be March 8, 2024, after 10+ years of service.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

4. Reschedule the Public Hearing

Motion To: Approve reschedule of Public Hearing Re: Adoption of a Short-Term Rental Ordinance to Tuesday, April 2, 2024.

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

5. American Rescue Plan (ARP) Request - Wabana Recreation Complex Project.

Motion To: Approve American Rescue Plan (ARP) Request for $50,000 to the Wabana Recreation Complex Project.

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

6. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of March 1, 2024, in the amount of $907,157.76.

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

7. Employee Expense Report Approval

Motion To: Approve employee expense reimbursement for expenses submitted over 60 days from when they were incurred.

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

8. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for February 2024, in the amount of $930,569.83.

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

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

Health Plan Division Manager Sarah Anderson introduced Executive Director, Steve Gottwalt who provided a County Based Purchasing (IMCARE) Division Update.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

10. Upper Mississippi Headwaters (UMHW) Watershed Based Funding Update

Motion To: Approve Upper Mississippi Headwaters (UMHW) Watershed Based 2022-23 amended workplan/budget and 2024-25 workplan/budget.

RESULT:	**APPROVED (3 TO 1)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Terry Snyder, John Johnson, Casey Venema
NAYS:	Burl Ives
ABSENT:	Cory Smith

11. Project Labor Agreements for 2024 Highway Construction Projects

Motion To: Authorize the County Transportation Department to not require a PLA for CSAH 61.

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

12. Joint Powers Agreement Between Itasca County and the Minnesota State, BCA

Motion To: Adopt the Resolution Re: Approving State of Minnesota Joint Powers Agreements with the County of Itasca on Behalf of Its Sheriff Regarding the Minnesota Internet Crimes Against Children Task Force (ICAC) which approves the Multi-Agency Law Enforcement Joint Powers Agreements between Itasca County and the State of Minnesota BCA and authorizes necessary signatures.

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

13. Grand Itasca Clinic and Hospital letter of support to expand obstetric services

Motion To: Approve signature of Grand Itasca Clinic and Hospital letter of support to expand Obstetrics Department.

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

14. American Rescue Plan (ARP) Request - Itasca Ski and Outing Club, Inc.
Motion To: Approve American Rescue Plan (ARP) request for $15,000 to Itasca Ski and Outing Club, Inc.

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

VII. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding the Deer Hunters Association meeting talks.
Commissioner Venema provided comment regarding AMC conference attended with Commissioner Johnson. Topics included mental health of minors, EMS, CPI, Tyler vs. Hennepin.
Commissioner Johnson provided comment regarding Probation Advisory Meeting attended with Commissioner Snyder. Also commented on talks with Mount Itasca regarding future.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Johnson adjourned the meeting at 4:01 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 27, 2024

RESOLUTION 2024-9

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.

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27th day of FebruaryA.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of February A.D. 2024.



Administrator

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 27, 2024

RESOLUTION 2024-10

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.

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27th day of February A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of February A.D. 2024.



Administrator

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 27, 2024

RESOLUTION 2024-11

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.

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27th day of February A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of February A.D. 2024.



Administrator

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 27, 2024

RESOLUTION 2024-12

RE: APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF ITASCA ON BEHALF OF ITS SHERIFF REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)

WHEREAS, the County of Itasca on behalf of its Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers.

NOW THEREFORE BE IT RESOLVED, by the County Board of Itasca, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Itasca on behalf of its Sheriff are hereby approved. Copies of the Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the Chief Deputy, Christopher Peterson, or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

3. That John Johnson, the Chair of the County of Itasca, and Amanda Schultz, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27th day of February A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of February A.D. 2024.



Administrator

February 27, 2024

Chair:

PULL: None

ADDITIONS:

1. Item 6.13 – Approve signature of Grand Itasca Clinic and Hospital letter of support.

2. Item 6.14 - American Rescue Plan (ARP) request – Itasca Ski and Outing Club, Inc.

CHANGES: None

INFORMATIONAL: None

ITASCA COUNTY
BOARD OF COMMISSIONERS

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Tuesday, February 20, 2024 | 2:30 PM | Itasca County Boardroom

DRAFT

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**

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

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FINAL

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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

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

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

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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**

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 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
2. State Grant Request Letter SIGNED

02/20/2024

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/27/2024 2:30 PM**
RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Burl Ives, Casey Venema
ABSENT:	Cory Smith

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.

DEPARTMENT OF TRANSPORTATION
AERONAUTICS

Office of Aeronautics
395 John Ireland Blvd
St. Paul, MN 55155

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 Welters 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 Welters – Case IH Farmall Tractor Quote
- Trueman Welters – Erskine Attachments Snow Blower & Power Pack Quote
- Trueman Welters – 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

Todays Date: 01/26/2024

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

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

Sales Contact
Seth Strehler

Quote Expires
State Contract
2/29/2024

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

Todays 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

	Qty.	Description	Price
Product	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 Thicknes		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@welters.net

Todays Date: 01/31/2024

Sales Contact
Seth Strehler

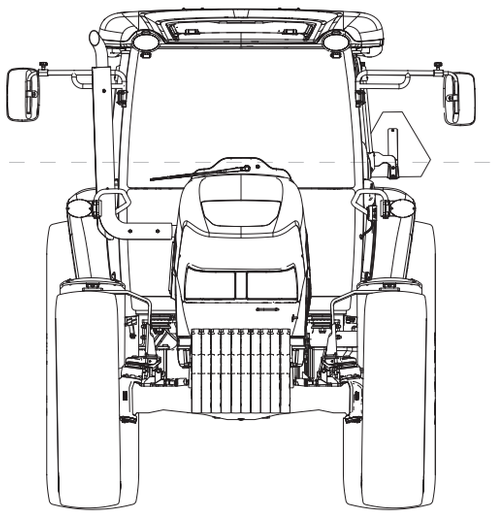
Quote Expires
30 Days

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 Fiitings 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	**$**	**29,345.95**

Approve here to accept order Date

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

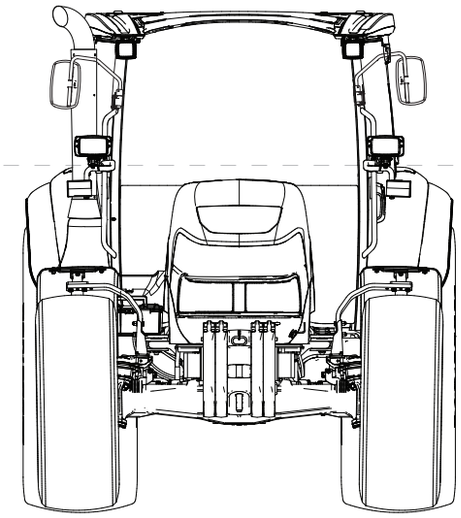


STANDARD *MEDIUM UTILITY*

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.*

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

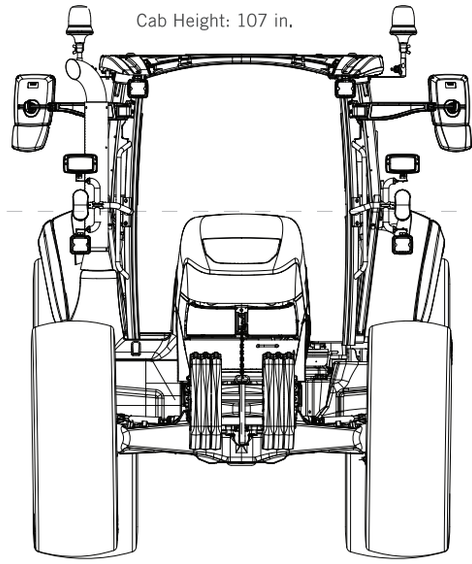


DELUXE *MEDIUM UTILITY*

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).

Cab Height: 107 in.

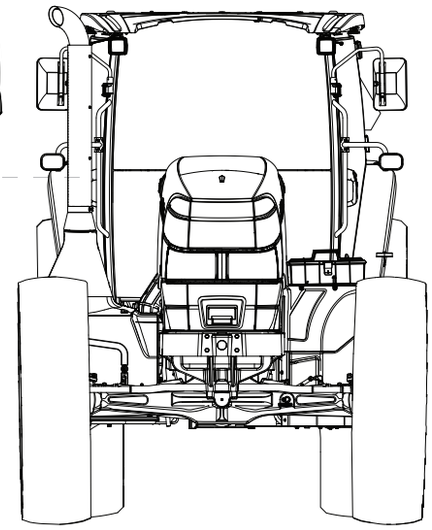


PREMIUM *MEDIUM UTILITY*

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.*

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

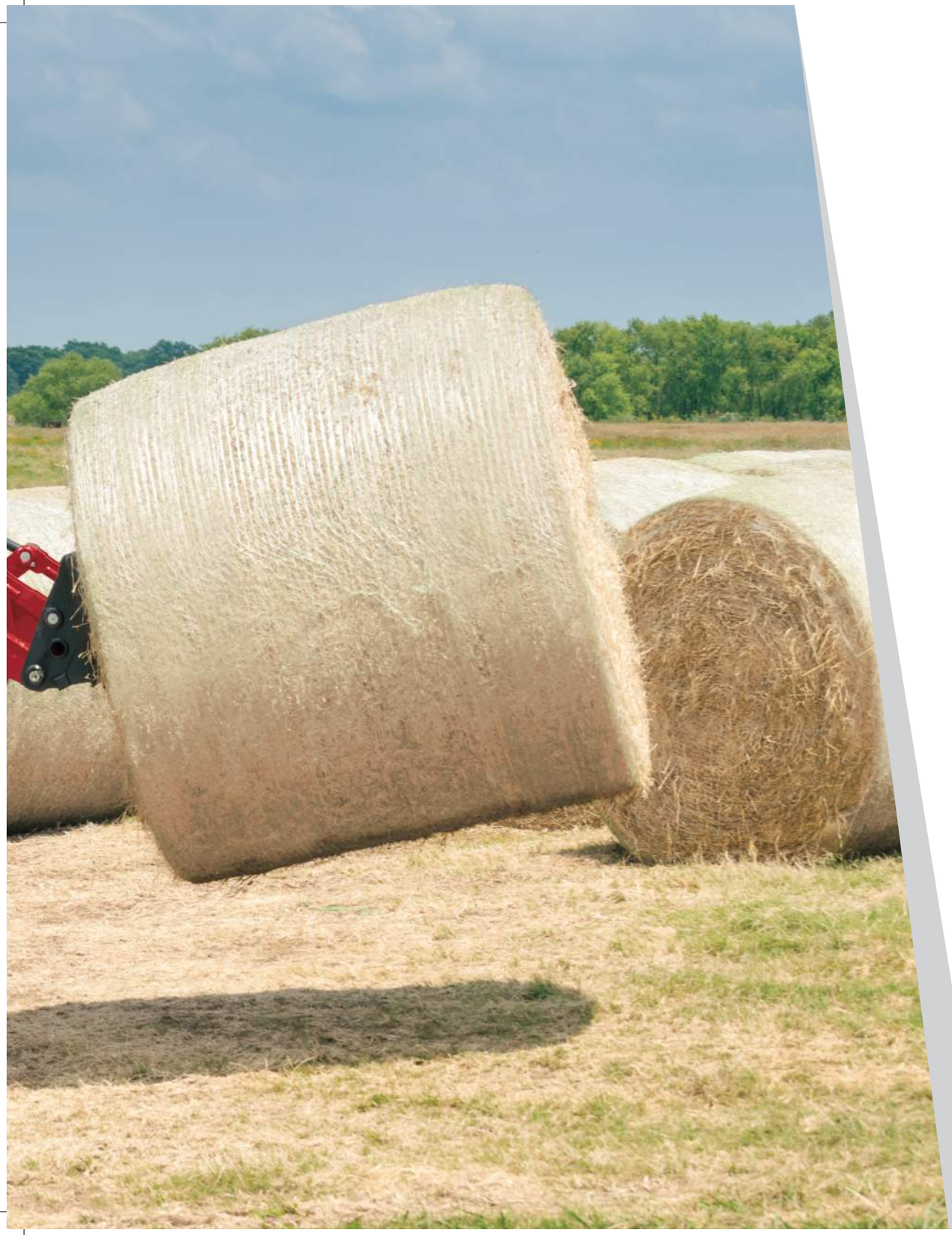


STANDARD *LARGE UTILITY*

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.*


L630
CASE
100c



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 and 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.



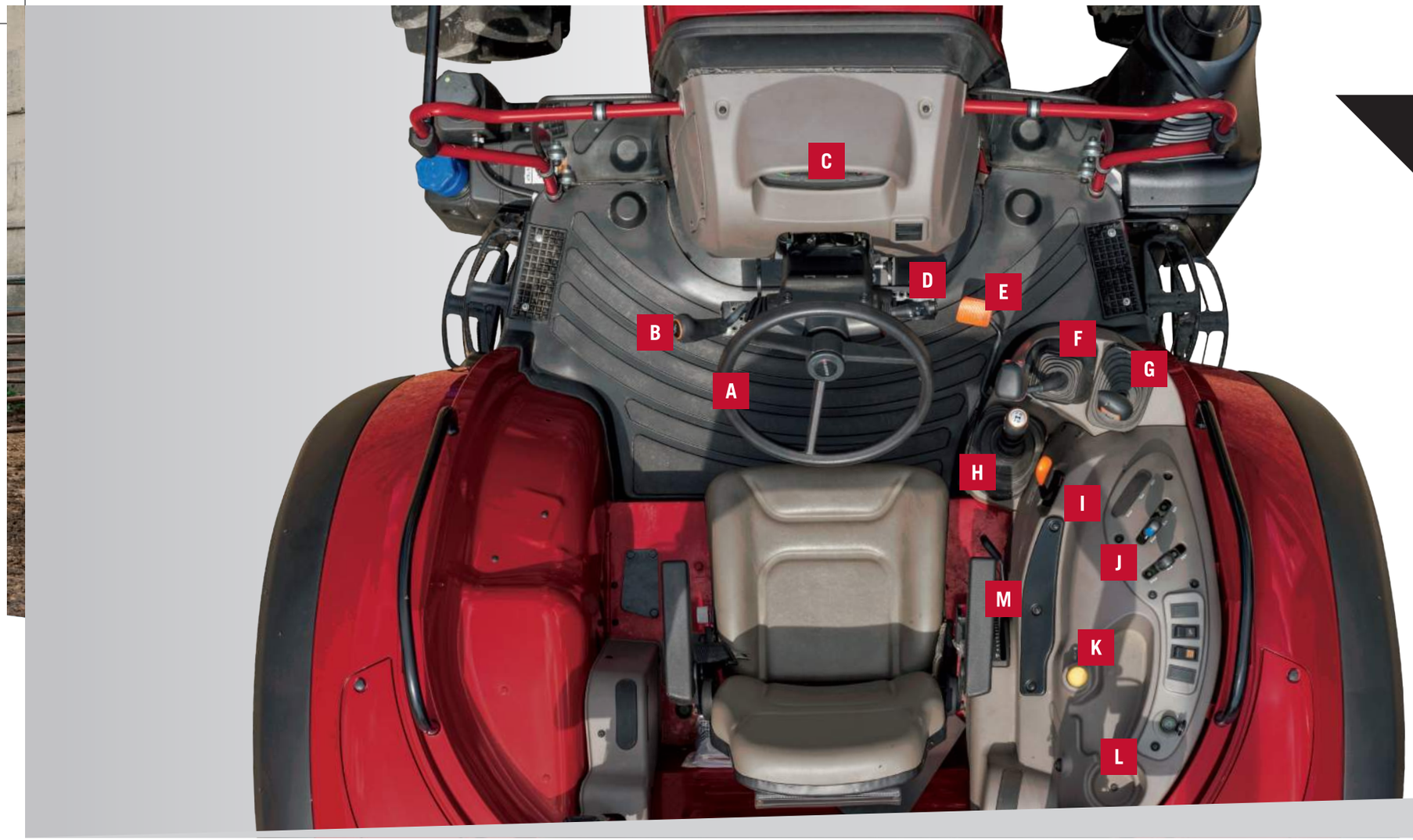
- **The push/pull design makes directional changes intuitive.**

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.
- **24×24 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	2WD[2] / MFD	2WD / MFD	2WD[2] / MFD	2WD / MFD	2WD[2] / 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 HP[1]	86	97	99	112	107
PTO HP[1]	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)

[1] At rated engine RPM [2] 2WD not available on Hi-Lo models [3] With 18.4R34 rear tires [4] With 16.9-34 rear tires

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)	

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

BUSH HOG®

Finish Mowers

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

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		

IF IT DOESN'T SAY

BUSH HOG®

IT JUST WON'T CUT IT™

2501 Griffin Avenue, Selma, Alabama 36703

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

Built BUSH HOG TOUGH in Selma Alabama

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BushHog.com

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Revised 03/09/2020

ITASCA COUNTY

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

February 27, 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 Welters 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 Welters – Case IH Farmall Tractor Quote
- Trueman Welters – Erskine Attachments Snow Blower & Power Pack Quote
- Trueman Welters – 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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3457

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

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

CONTRACT 65205
CSAH 52 GRADING, AGGREGATE BASE, & BITUMINOUS SURFACING

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

C O U N T Y OF 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 27, 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**
RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Burl Ives, Casey Venema
ABSENT:	Cory Smith

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: _____

DEER RIVER - PHASE 3 INFRASTRUCTURE IMPROVEMENTS
N:\CSAH 81\031-681-005\COOPERATIVE CONSTRUCTION AGREEEMENT\[SCHEDULE I.xlsx]COST ESTIMATE
1/15/2023

SCHEDULE I

LINE NO	DESCRIPTION	UNITS	UNIT PRICE	TOTAL QUANTITY	TOTAL COST	RD SEWER QUANTITY	RD SEWER COST	RD WATER QUANTITY	RD WATER COST	RD STORM QUANTITY	RD STORM COST	PFA STREET AND STORM QUANTITY	PFA STREET AND STORM COST	SAP-031-681-005 [ITASCA COUNTY] QUANTITY	SAP-031-681-005 [ITASCA COUNTY] COST
1	MOBILIZATION	LUMP SUM	$ 160,000.00	1.0	$ 160,000	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
2	CLEARING	EACH	$ 1,500.00	7.0	$ 10,500	4	$ 6,000.00	3	$ 4,500.00		$ -		$ -		$ -
3	GRUBBING	EACH	$ 500.00	9.0	$ 4,500	4	$ 2,000.00	5	$ 2,500.00		$ -		$ -		$ -
4	REMOVE MANHOLE OR CATCH BASIN	EACH	$ 500.00	8.0	$ 4,000	6	$ 3,000.00		$ -	2	$ 1,000.00		$ -		$ -
5	REMOVE HYDRANT	EACH	$ 200.00	4.0	$ 800		$ -	4	$ 800.00		$ -		$ -		$ -
6	SALVAGE SIGN PANEL TYPE C	EACH	$ 250.00	6.0	$ 1,500		$ -	6	$ 1,500.00		$ -		$ -		$ -
7	SALVAGE SIGN PANEL TYPE SPECIAL	EACH	$ 150.00	4.0	$ 600		$ -	4	$ 600.00		$ -		$ -		$ -
8	REMOVE SIGN TYPE C	EACH	$ 200.00	4.0	$ 800		$ -	4	$ 800.00		$ -		$ -		$ -
9	SALVAGE CASTING	EACH	$ 200.00	5.0	$ 1,000		$ -		$ -	2	$ 400.00		$ -	3	$ 600.00
10	REMOVE CASTING	EACH	$ 200.00	1.0	$ 200	1	$ 200.00		$ -		$ -		$ -		$ -
11	ABANDON HYDRANT	EACH	$ 1,500.00	1.0	$ 1,500		$ -	1.0	$ 1,500.00		$ -		$ -		$ -
12	ABANDON WATERMAIN	EACH	$ 500.00	2.0	$ 1,000		$ -	2.0	$ 1,000.00		$ -		$ -		$ -
13	REMOVE SEWER PIPE (SANITARY)	LIN FT	$ 5.00	1934.0	$ 9,670	1934	$ 9,670.00		$ -		$ -		$ -		$ -
14	REMOVE WATER MAIN	LIN FT	$ 5.00	1497.0	$ 7,485		$ -	1497.0	$ 7,485.00		$ -		$ -		$ -
15	REMOVE WATER SERVICE PIPE	LIN FT	$ 5.00	823.0	$ 4,115		$ -	823.0	$ 4,115.00		$ -		$ -		$ -
16	REMOVE CURB & GUTTER	LIN FT	$ 3.00	1309.0	$ 3,927	80	$ 240.00	152	$ 456.00	769	$ 2,307.00	0	$ -	308	$ 924.00
17	SAWING BITUMINOUS PAVEMENT (FULL DEI	LIN FT	$ 3.00	510.0	$ 1,530	100	$ 300.00	145	$ 435.00		$ -	105	$ 315.00	160	$ 480.00
18	SAWING CONCRETE PAVEMENT (FULL DEP	LIN FT	$ 6.00	284.0	$ 1,704		$ -	19	$ 114.00		$ -	98	$ 588.00	167	$ 1,002.00
19	REMOVE BITUMINOUS PAVEMENT	SQ YD	$ 3.50	5520.0	$ 19,320	522	$ 1,827.00	1069	$ 3,741.50	3	$ 10.50	3419	$ 11,966.50	507	$ 1,774.50
20	REMOVE CONCRETE PAVEMENT	SQ YD	$ 10.00	414.0	$ 4,140	20	$ 200.00	28	$ 280.00		$ -	221	$ 2,210.00	145	$ 1,450.00
21	SALVAGE RECLAIM MATERIAL	CU YD	$ 12.00	435.0	$ 5,220	198	$ 2,376.00		$ -		$ -	237	$ 2,844.00		$ -
22	COMMON EXCAVATION (P)	CU YD	$ 12.00	2698.0	$ 32,376	209	$ 2,508.00	211	$ 2,532.00	79	$ 948.00	2199	$ 26,388.00		$ -
23	SELECT GRANULAR BORROW (CV)	CU YD	$ 25.00	4518.0	$ 112,950		$ -		$ -		$ -	4518.00	$ 112,950.00		$ -
24	SUBGRADE EXCAVATION	CU YD	$ 25.00	4518.0	$ 112,950		$ -		$ -		$ -	4518.00	$ 112,950.00		$ -
25	DEWATERING	LUMP SUM	$ 10,000.00	1.0	$ 10,000	0.5	$ 5,000.00	0.5	$ 5,000.00		$ -		$ -		$ -
26	CRUSHED ROCK	CU YD	$ 35.00	100.0	$ 3,500	100	$ 3,500.00		$ -		$ -		$ -		$ -
27	GEOTEXTILE FABRIC TYPE 5	SQ YD	$ 1.50	7074.0	$ 10,611		$ -		$ -		$ -	7074	$ 10,611.00		$ -
28	SUBGRADE PREPARATION	RD ST	$ 500.00	21.7	$ 10,850	12.1	$ 6,050.00	4.4	$ 2,200.00		$ -	3.0	$ 1,500.00	2.2	$ 1,100.00
29	INSTALL SALVAGED RECLAIM MATERIAL	CU YD	$ 15.00	435.0	$ 6,525		$ -		$ -		$ -	431	$ 6,465.00	4	$ 60.00
30	AGGREGATE BASE (CV) CLASS 5	CU YD	$ 31.50	927.0	$ 29,201	69	$ 2,173.50	234	$ 7,371.00	93	$ 2,929.50	492	$ 15,498.00	39	$ 1,228.50
31	BITUMINOUS PATCH SPECIAL 1	SQ YD	$ 65.00	84.0	$ 5,460		$ -		$ -		$ -	84	$ 5,460.00		$ -
32	BITUMINOUS PATCH SPECIAL 2	SQ YD	$ 65.00	268.0	$ 17,420	62	$ 4,030.00	206	$ 13,390.00		$ -		$ -		$ -
33	BITUMINOUS PATCH SPECIAL 3	SQ YD	$ 65.00	43.0	$ 2,795	27	$ 1,755.00		$ -		$ -	16	$ 1,040.00		$ -
34	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	$ 100.00	527.0	$ 52,700	34	$ 3,400.00	135	$ 13,500.00	48	$ 4,800.00	230	$ 23,000.00	80	$ 8,000.00
35	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	$ 100.00	824.0	$ 82,400	58	$ 5,800.00	227	$ 22,700.00	82	$ 8,200.00	377	$ 37,700.00	80	$ 8,000.00
36	CONCRETE STEPS	EACH	$ 500.00	2.0	$ 1,000		$ -		$ -		$ -	2	$ 1,000.00		$ -
37	CONCRETE STEPS SPECIAL	LUMP SUM	$ 15,000.00	1.0	$ 15,000	1	$ 15,000.00		$ -		$ -		$ -		$ -
38	12" RC PIPE APRON	EACH	$ 500.00	1.0	$ 500		$ -		$ -	1.0	$ 500.00		$ -		$ -
39	4" PERF PIPE DRAIN	LIN FT	$ 7.00	700.0	$ 4,900		$ -		$ -		$ -	700	$ 4,900.00		$ -
40	4" PIPE DRAIN CLEANOUT	EACH	$ 750.00	24.0	$ 18,000	24.0	$ 18,000.00		$ -		$ -		$ -		$ -
41	2" INSULATION	SQ YD	$ 30.00	746.0	$ 22,380	746.0	$ 22,380.00		$ -		$ -		$ -		$ -
42	12" PIPE SEWER	LIN FT	$ 65.00	616.0	$ 40,040		$ -		$ -	616.0	$ 40,040.00		$ -		$ -
43	15" PIPE SEWER	LIN FT	$ 70.00	210.0	$ 14,700		$ -		$ -	210.0	$ 14,700.00		$ -		$ -
44	12" RC PIPE SEWER CLASS V	LIN FT	$ 65.00	124.0	$ 8,060		$ -		$ -	44.0	$ 2,860.00		$ -	80	$ 5,200.00
45	8"x4" WYE	EACH	$ 525.00	15.0	$ 7,875	15.0	$ 7,875.00		$ -		$ -		$ -		$ -
46	CONNECT TO EXISTING SANITARY SEWER	EACH	$ 1,000.00	9.0	$ 9,000	9.0	$ 9,000.00		$ -		$ -		$ -		$ -
47	CONNECT TO EXISTING SANITARY SEWER S	EACH	$ 300.00	33.0	$ 9,900	33.0	$ 9,900.00		$ -		$ -		$ -		$ -
48	CONNECT TO EXISTING STORM SEWER	EACH	$ 1,000.00	3.0	$ 3,000		$ -		$ -	3.0	$ 3,000.00		$ -		$ -
49	4" PIPE PLUG	EACH	$ 400.00	2.0	$ 800	2.0	$ 800.00		$ -		$ -		$ -		$ -
50	4" SANITARY SERVICE PIPE	LIN FT	$ 45.00	781.0	$ 35,145	781.0	$ 35,145.00		$ -		$ -		$ -		$ -
51	8" PIPE SEWER	LIN FT	$ 50.00	916.0	$ 45,800	916.0	$ 45,800.00		$ -		$ -		$ -		$ -
52	12" PIPE SEWER	LIN FT	$ 60.00	24.0	$ 1,440	24.0	$ 1,440.00		$ -		$ -		$ -		$ -
53	SANITARY SEWER INSPECTION	LIN FT	$ 3.00	916.0	$ 2,748		$ -		$ -		$ -	916.0	$ 2,748.00		$ -
54	TEMPORARY WATER SERVICE	LUMP SUM	$ 15,000.00	1.0	$ 15,000		$ -	1.0	$ 15,000.00		$ -		$ -		$ -
55	INSTALL 1" CORPORATION STOP	EACH	$ 550.00	25.0	$ 13,750		$ -	25.0	$ 13,750.00		$ -		$ -		$ -
56	INSTALL 1" CURB STOP	EACH	$ 750.00	25.0	$ 18,750		$ -	25.0	$ 18,750.00		$ -		$ -		$ -
57	INSTALL 6" GATE VALVE	EACH	$ 2,000.00	5.0	$ 10,000		$ -	5.0	$ 10,000.00		$ -		$ -		$ -
58	INSTALL 8" GATE VALVE & BOX	EACH	$ 2,000.00	7.0	$ 14,000		$ -	7.0	$ 14,000.00		$ -		$ -		$ -
59	CONNECT TO EXISTING WATER MAIN	EACH	$ 1,600.00	9.0	$ 14,400		$ -	9.0	$ 14,400.00		$ -		$ -		$ -
60	CONNECT TO EXISTING WATER SERVICE	EACH	$ 700.00	24.0	$ 16,800		$ -	24.0	$ 16,800.00		$ -		$ -		$ -
61	INSTALL HYDRANT	EACH	$ 1,000.00	5.0	$ 5,000		$ -	5.0	$ 5,000.00		$ -		$ -		$ -
62	INSTALL HYDRANT SPECIAL	EACH	$ 1,500.00	1.0	$ 1,500		$ -	1.0	$ 1,500.00		$ -		$ -		$ -
63	1" WATER SERVICE PIPE	LIN FT	$ 45.00	815.0	$ 36,675		$ -	815.0	$ 36,675.00		$ -		$ -		$ -
64	6" WATERMAIN	LIN FT	$ 90.00	114.0	$ 10,260		$ -	114.0	$ 10,260.00		$ -		$ -		$ -
65	8" WATERMAIN	LIN FT	$ 80.00	1701.0	$ 136,080		$ -	1701.0	$ 136,080.00		$ -		$ -		$ -
66	WATER MAIN FITTINGS	POUND	$ 22.00	914.0	$ 20,108		$ -	914.0	$ 20,108.00		$ -		$ -		$ -
67	INSTALL CASTING	EACH	$ 500.00	3.0	$ 1,500		$ -		$ -		$ -		$ -	3	$ 1,500.00
68	CASTING ASSEMBLY	EACH	$ 1,500.00	22.0	$ 33,000	6.0	$ 9,000.00		$ -	15	$ 22,500.00		$ -	1	$ 1,500.00
69	CASTING ASSEMBLY SPECIAL	EACH	$ 1,200.00	4.0	$ 4,800		$ -	4.0	$ 4,800.00		$ -		$ -		$ -
70	CONST DRAINAGE STRUCTURE DESIGN F	EACH	$ 6,000.00	6.0	$ 36,000	6.0	$ 36,000.00		$ -		$ -		$ -		$ -
71	CONST DRAINAGE STRUCTURE DESIGN 48-	EACH	$ 4,500.00	8.0	$ 36,000		$ -		$ -	8.0	$ 36,000.00		$ -		$ -
72	CONST DRAINAGE STRUCTURE DESIGN G	EACH	$ 3,000.00	6.0	$ 18,000		$ -		$ -	5.0	$ 15,000.00		$ -	1	$ 3,000.00
73	CONST DRAINAGE STRUCTURE DESIGN H	EACH	$ 2,500.00	2.0	$ 5,000		$ -		$ -	2.0	$ 5,000.00		$ -		$ -
74	SEAL MANHOLE OR CATCH BASIN	EACH	$ 400.00	25.0	$ 10,000	6	$ 2,400.00		$ -	15	$ 6,000.00		$ -	4	$ 1,600.00
75	CONSTRUCT 12" OUTSIDE DROP	LIN FT	$ 1,500.00	2.3	$ 3,450	2.3	$ 3,450.00		$ -		$ -		$ -		$ -
76	4" CONCRETE WALK	SQ FT	$ 8.00	3854.0	$ 30,832		$ -		$ -		$ -	3651.0	$ 29,208.00	203	$ 1,624.00
77	6" CONCRETE WALK	SQ FT	$ 16.00	771.0	$ 12,336		$ -		$ -		$ -	274.0	$ 4,384.00	497	$ 7,952.00
78	CONCRETE CURB & GUTTER DESIGN D418	LIN FT	$ 30.00	40.0	$ 1,200		$ -		$ -		$ -		$ -	40	$ 1,200.00
79	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	$ 22.00	3303.0	$ 72,666	160	$ 3,520.00	170	$ 3,740.00	234	$ 5,148.00	2467	$ 54,274.00	272	$ 5,984.00
80	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	$ 25.00	112.0	$ 2,800		$ -		$ -	112.0	$ 2,800.00		$ -		$ -
81	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$ 80.00	369.0	$ 29,520	6	$ 480.00	6	$ 480.00		$ -	344	$ 27,520.00	13	$ 1,040.00
82	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$ 90.00	91.0	$ 8,190		$ -		$ -		$ -	91	$ 8,190.00		$ -
83	8" CONCRETE VALLEY GUTTER	SQ YD	$ 150.00	86.0	$ 12,900		$ -		$ -		$ -		$ -	86	$ 12,900.00
84	TRUNCATED DOMES	SQ FT	$ 70.00	92.0	$ 6,440		$ -		$ -		$ -	20	$ 1,400.00	72	$ 5,040.00
85	TRAFFIC CONTROL	LUMP SUM	$ 20,000.00	1.0	$ 20,000	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
86	SIGN PANELS TYPE C	SQ FT	$ 60.00	44.25	$ 2,655		$ -		$ -		$ -	44.3	$ 2,655.00		$ -
87	INSTALL SIGN TYPE C	EACH	$ 300.00	4.0	$ 1,200		$ -		$ -		$ -	4.0	$ 1,200.00		$ -
88	INSTALL SIGN TYPE SPECIAL	EACH	$ 300.00	5.0	$ 1,500		$ -		$ -		$ -	5.0	$ 1,500.00		$ -
89	DECIDUOUS TREE 6' HT CONT	EACH	$ 900.00	7.0	$ 6,300	3	$ 2,700.00	4	$ 3,600.00		$ -		$ -		$ -
90	STORM DRAIN INLET PROTECTION	EACH	$ 225.00	24.0	$ 5,400		$ -		$ -	24	$ 5,400.00		$ -		$ -
91	SILT FENCE	LIN FT	$ 4.00	703.0	$ 2,812		$ -		$ -		$ -	703	$ 2,812.00		$ -
92	SEDIMENT CONTROL LOG TYPE ROCK	LIN FT	$ 10.00	100.0	$ 1,000	40	$ 400.00	40	$ 400.00	20	$ 200.00		$ -		$ -
93	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	$ 5.00	275.0	$ 1,375		$ -		$ -		$ -	275	$ 1,375.00		$ -
94	EROSION CONTROL	LUMP SUM	$ 10,000.00	1.0	$ 10,000	0.2	$ 2,000.00	0.27	$ 2,700.00	0.12	$ 1,200.00	0.36	$ 3,600.00	0.05	$ 500.00
95	COMMON TOPSOIL BORROW	CU YD	$ 35.00	762.0	$ 26,670	114	$ 3,990.00	113	$ 3,955.00	112	$ 3,920.00	423	$ 14,805.00		$ -
96	ROLLED EROSION PREVENTION CATEGORY	SQ YD	$ 2.00	534.0	$ 1,068		$ -	18	$ 36.00	516	$ 1,032.00		$ -		$ -
97	SEEDING	ACRE	$ 1,000.00	1.8	$ 1,760	0.23	$ 230.00	0.28	$ 280.00	0.05	$ 50.00	1.2	$ 1,200.00		$ -
98	HYDRAULIC REINFORCED FIBER MATRIX	POUND	$ 2.50	5280.0	$ 13,200	690	$ 1,725.00	840	$ 2,100.00	150	$ 375.00	3600	$ 9,000.00		$ -
99	4" SOLID LINE MULTI COMP (WR)	LIN FT	$ 3.50	112.0	$ 392		$ -		$ -		$ -	112.0	$ 392.00		$ -
100	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	$ 4.00	1009.0	$ 4,036		$ -		$ -		$ -	1009.0	$ 4,036.00		$ -
101	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	$ 6.00	208.0	$ 1,248		$ -		$ -		$ -	208.0	$ 1,248.00		$ -
102	12" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	$ 12.00	57.0	$ 684		$ -		$ -		$ -	57.0	$ 684.00		$ -
103	4" DBLE SOLID LINE MULTI COMP GR IN (WR	LIN FT	$ 3.50	1152.0	$ 4,032		$ -		$ -		$ -	1152.0	$ 4,032.00		$ -
104	PAVT MSSG MULTI COMP GR IN (WR)	SQ FT	$ 25.00	9.0	$ 225		$ -		$ -		$ -	9.0	$ 225.00		$ -
105	COMMERCIAL SIGN	LUMP SUM	$ 8,000.00	1.0	$ 8,000	1	$ 8,000.00		$ -		$ -		$ -		$ -

ESTIMATED CONSTRUCTION COST	**$1,724,050.50**	**$335,264.50**	**$479,533.50**	**$207,920.00**	**$618,673.50**	**$82,659.00**
CONTINGENCY (10%)	$172,405.05	$33,526.45	$47,953.35	$20,792.00	$61,867.35	$8,265.90
ESTIMATED TOTAL COST	**$1,896,455.55**	**$368,790.95**	**$527,486.85**	**$228,712.00**	**$680,540.85**	**$90,924.90**
					Design	$12,500.00
					Construction Observation	$16,600.00
					Itasca County Project Costs	**$120,024.90**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3464

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

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

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 in 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:

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

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

c. Workers' Compensation and Employer's Liability: — Statutory Limits

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

d. Employer's Liability

	Limits
Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

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

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

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

1. List ITASCA COUNTY and State of Minnesota in trust for the taxing districts as Certificate holder and as additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that ITASCA COUNTY will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

		Limits
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:

		Limits
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

THE STATE OF MINNESOTA IN TRUST
FOR THE TAXING DISTRICTS

Dated: _____

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

ITASCA COUNTY LAND COMMISSIONER

Dated: _____

_____
Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

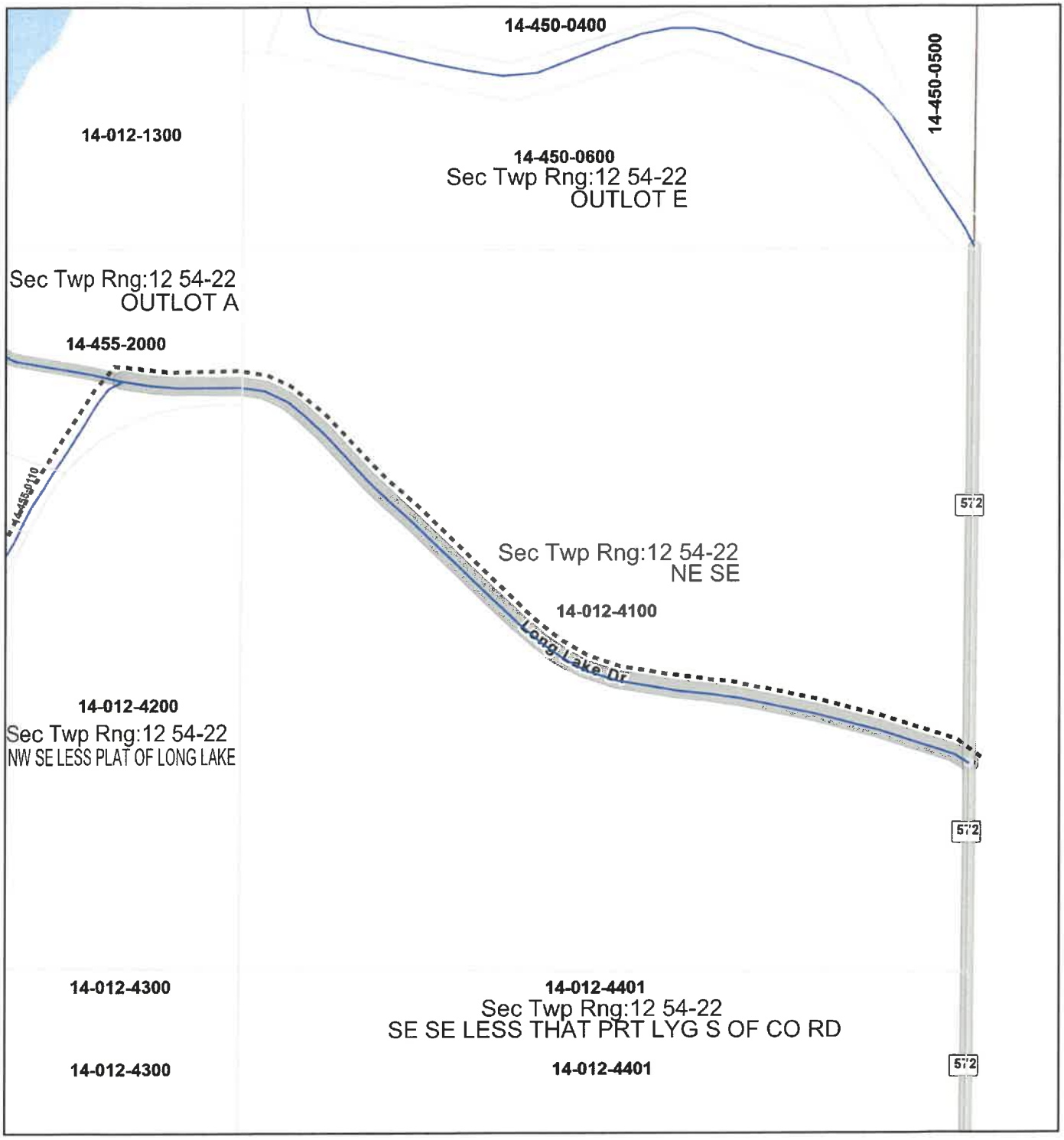
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

_____

(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



Roads

Tax Parcel

Fiber Optic Cable

Long Lake Dr

Edge of Road

0 140 280 560 ft

0 40 80 160 m

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: 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 in 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:

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

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

c. Workers' Compensation and Employer's Liability: — Statutory Limits

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

d. Employer's Liability

	Limits
Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

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

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

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

1. List ITASCA COUNTY and State of Minnesota in trust for the taxing districts as Certificate holder and as additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that ITASCA COUNTY will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

		Limits
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:

		Limits
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

THE STATE OF MINNESOTA IN TRUST
FOR THE TAXING DISTRICTS

Dated: _____

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

ITASCA COUNTY LAND COMMISSIONER

Dated: _____

_____
Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

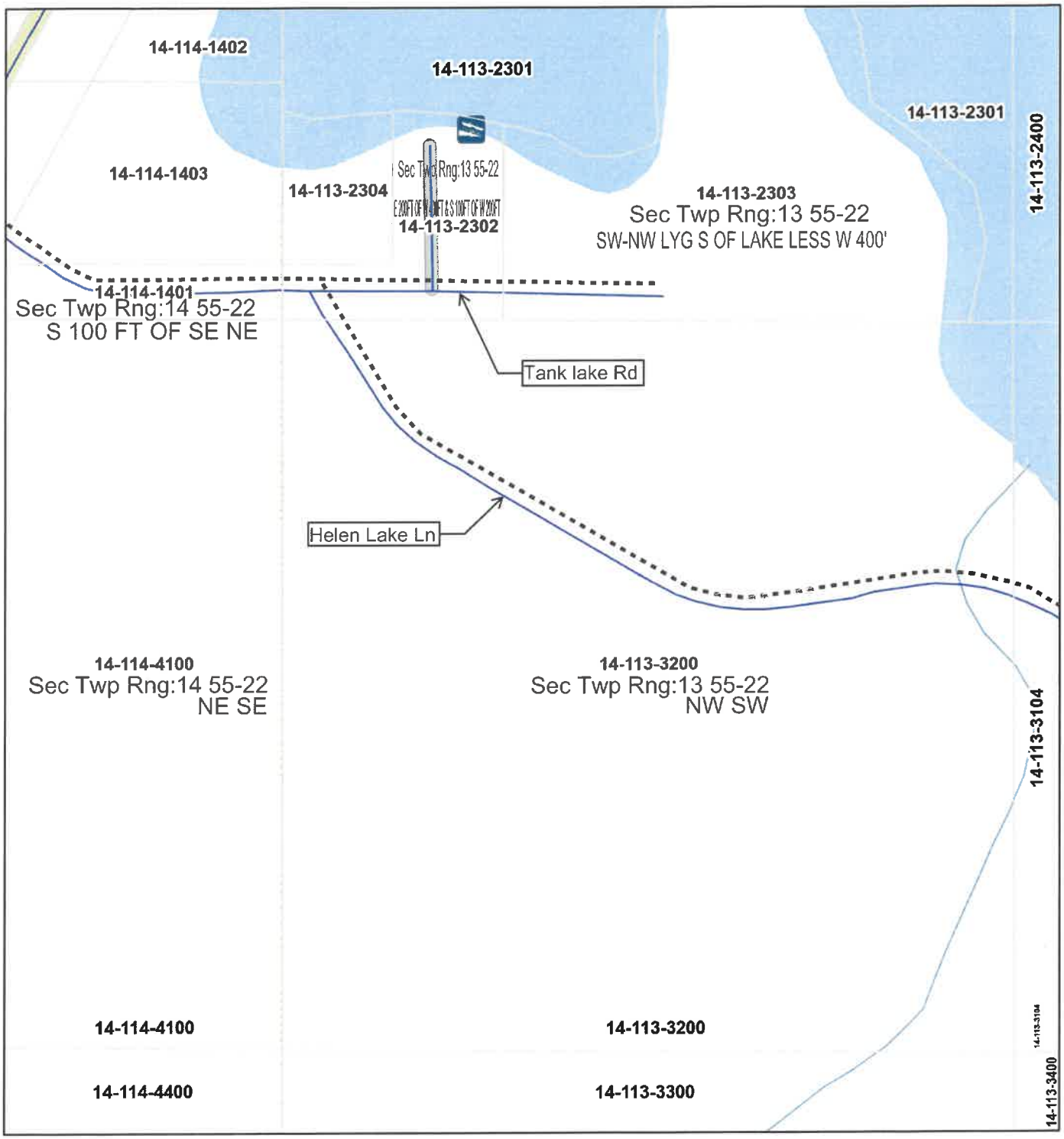
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

_____

(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



Tank Lake Rd - Helen Lake Ln

Roads

Tax Parcel

Fiber Optic Cable

Edge of Road

3'

9' Ultility Easement

0 140 280 560 ft

0 40 80 160 m

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: 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 in 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:

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

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

c. Workers' Compensation and Employer's Liability: — Statutory Limits

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

d. Employer's Liability

	Limits
Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

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

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

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

1. List ITASCA COUNTY and State of Minnesota in trust for the taxing districts as Certificate holder and as additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that ITASCA COUNTY will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

		Limits
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:

		Limits
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

THE STATE OF MINNESOTA IN TRUST
FOR THE TAXING DISTRICTS

Dated: _____

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

ITASCA COUNTY LAND COMMISSIONER

Dated: _____

_____
Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

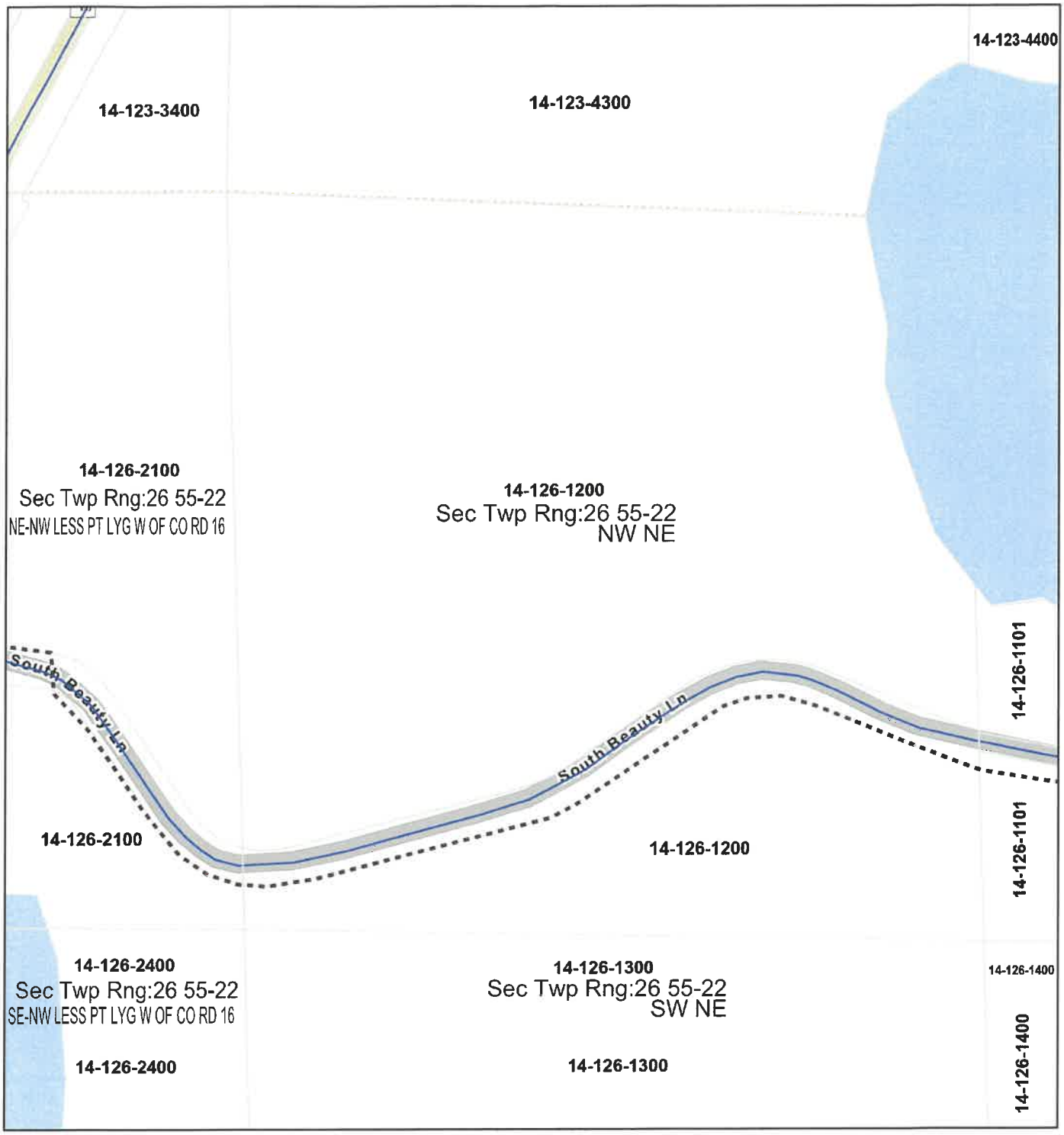
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

_____

(Notary Seal) Notary Public

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

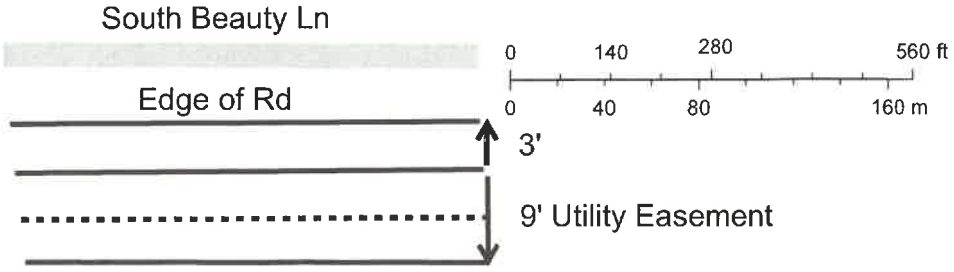
SOUTH BEAUTY LANE



Roads

Fiber Optic Cable

Tax Parcel



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

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3465

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

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

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 in 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:

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

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

c. Workers' Compensation and Employer's Liability: — Statutory Limits

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

d. Employer's Liability

	Limits
Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

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

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

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

1. List ITASCA COUNTY and State of Minnesota in trust for the taxing districts as Certificate holder and as additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that ITASCA COUNTY will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

		Limits
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:

		Limits
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

THE STATE OF MINNESOTA IN TRUST
FOR THE TAXING DISTRICTS

Dated: _____

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

ITASCA COUNTY LAND COMMISSIONER

Dated: _____

_____
Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

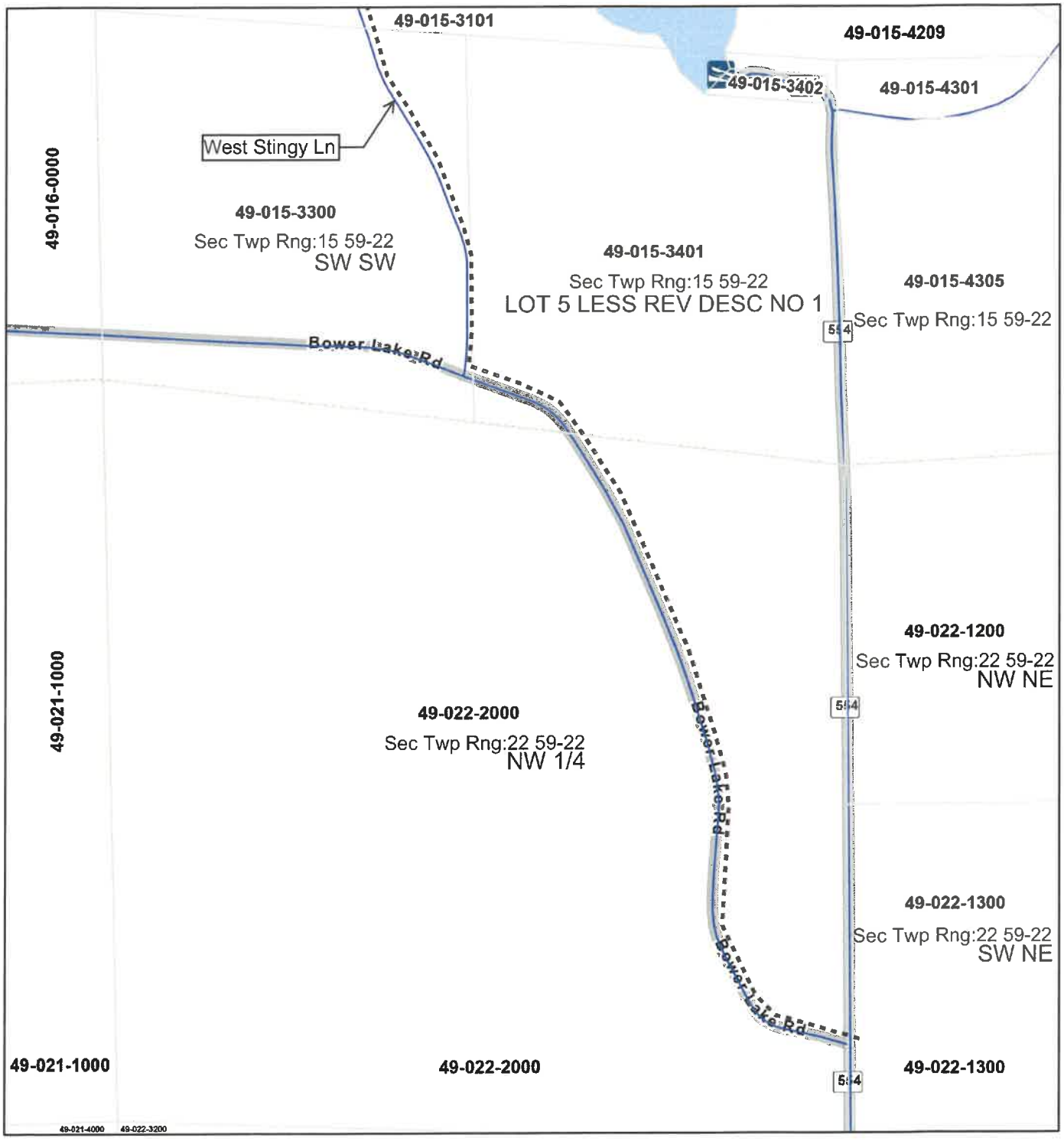
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

_____

(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

0 280 560 1,120 ft

0 85 170 340 m

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 in 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:

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

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

c. Workers' Compensation and Employer's Liability: — Statutory Limits

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

d. Employer's Liability

	Limits
Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

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

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

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

1. List ITASCA COUNTY and State of Minnesota in trust for the taxing districts as Certificate holder and as additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that ITASCA COUNTY will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

		Limits
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:

		Limits
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

THE STATE OF MINNESOTA IN TRUST
FOR THE TAXING DISTRICTS

Dated: _____

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

ITASCA COUNTY LAND COMMISSIONER

Dated: _____

_____
Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

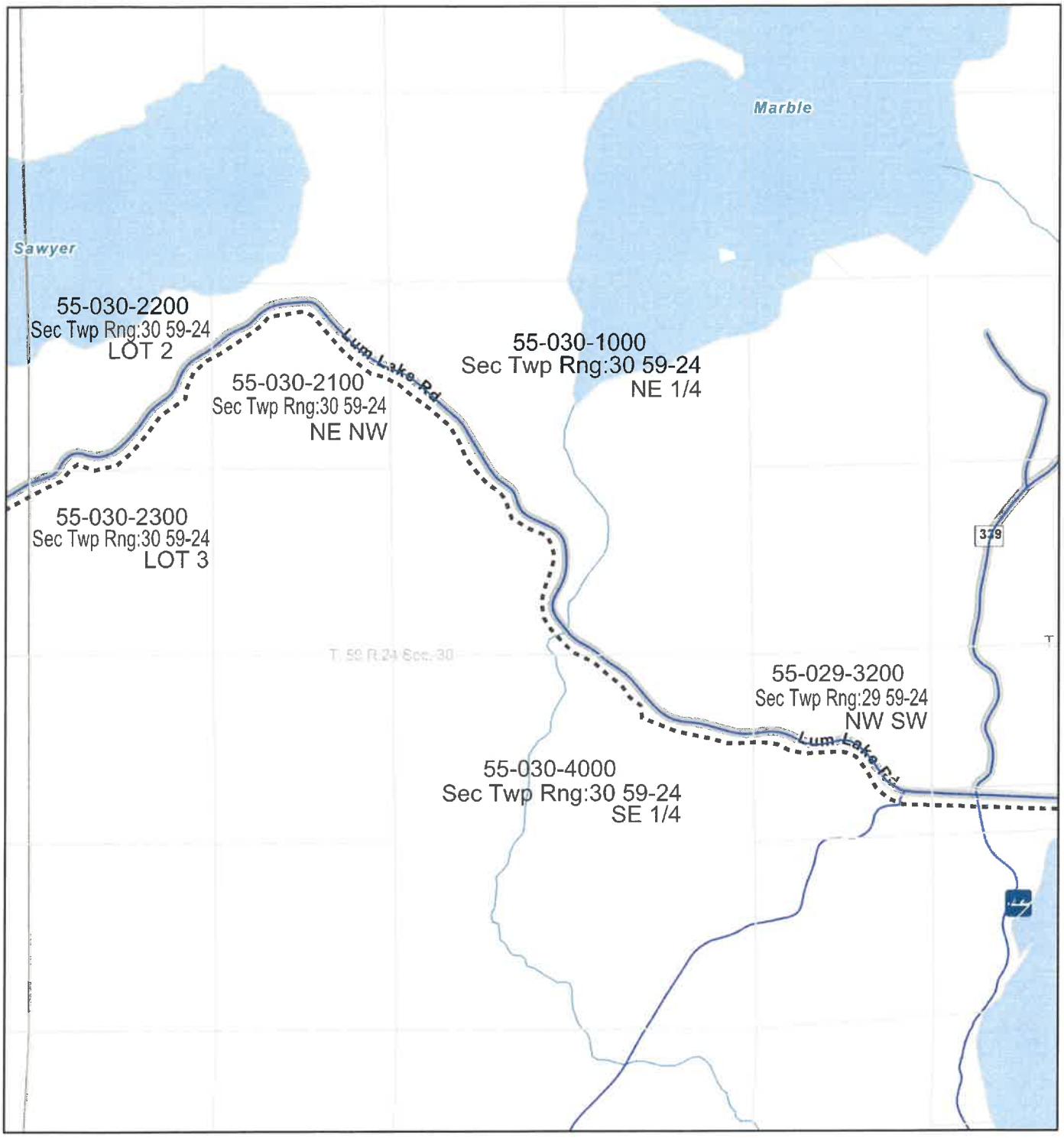
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

_____

(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

Edge of Rd

3'

9' Utility Easement

0 500 1,000 2,000 ft

0 170 340 680 m

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 Feburary, 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 in 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:

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

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

c. Workers' Compensation and Employer's Liability: — Statutory Limits

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

d. Employer's Liability

	Limits
Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

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

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

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

1. List ITASCA COUNTY and State of Minnesota in trust for the taxing districts as Certificate holder and as additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that ITASCA COUNTY will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

		Limits
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:

		Limits
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

THE STATE OF MINNESOTA IN TRUST
FOR THE TAXING DISTRICTS

Dated: _____

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

ITASCA COUNTY LAND COMMISSIONER

Dated: _____

_____
Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

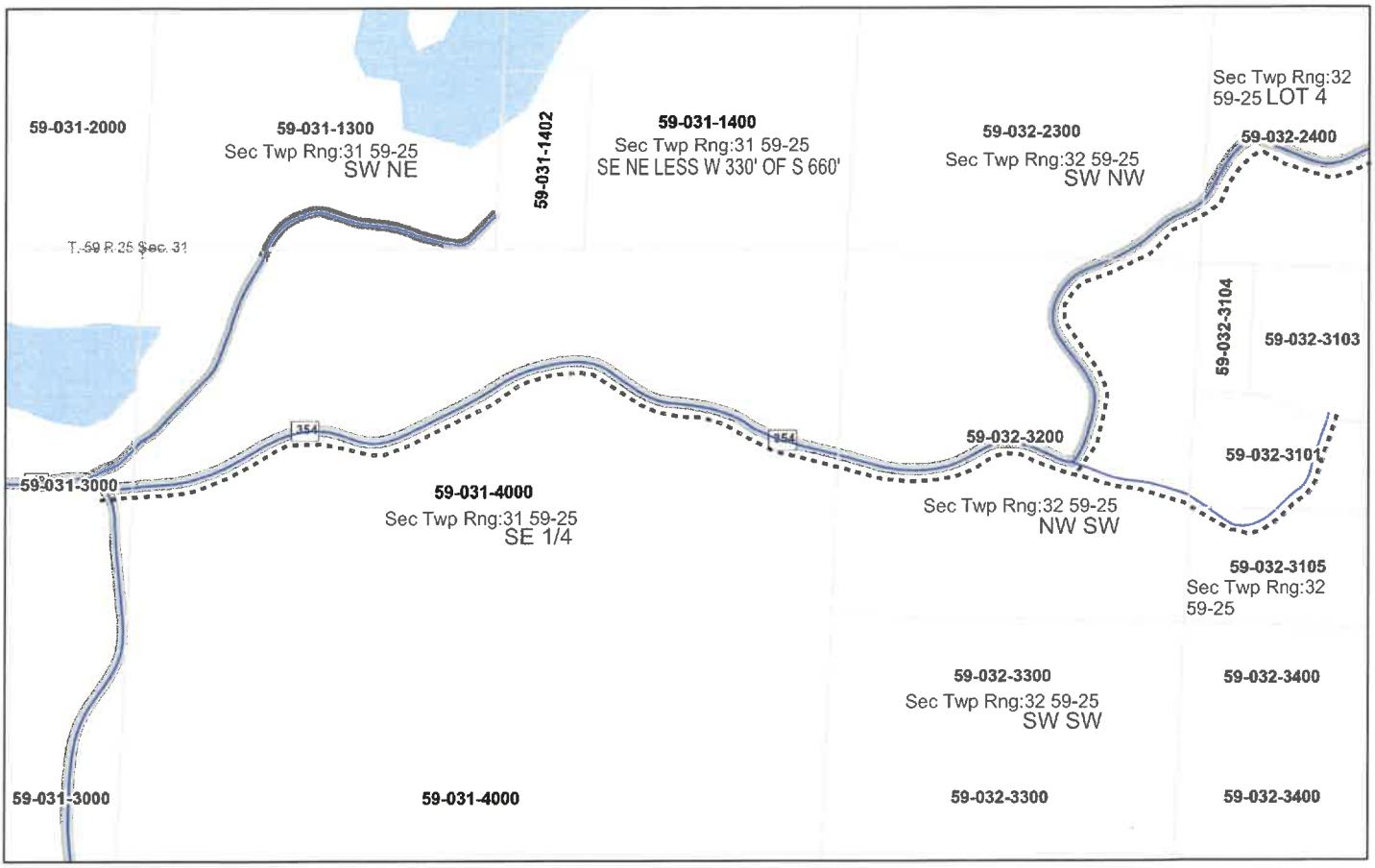
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

_____

(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

County Rd 354, Beaver Run Rd

Edge of Rd

3'

9' Utility Easement

1:9,028

0 280 560 1,120 ft

0 85 170 340 m

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 in 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:

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

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

c. Workers' Compensation and Employer's Liability: — Statutory Limits

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

d. Employer's Liability

	Limits
Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

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

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

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

1. List ITASCA COUNTY and State of Minnesota in trust for the taxing districts as Certificate holder and as additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that ITASCA COUNTY will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

		Limits
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:

		Limits
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

THE STATE OF MINNESOTA IN TRUST
FOR THE TAXING DISTRICTS

Dated: _____

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

ITASCA COUNTY LAND COMMISSIONER

Dated: _____

_____
Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

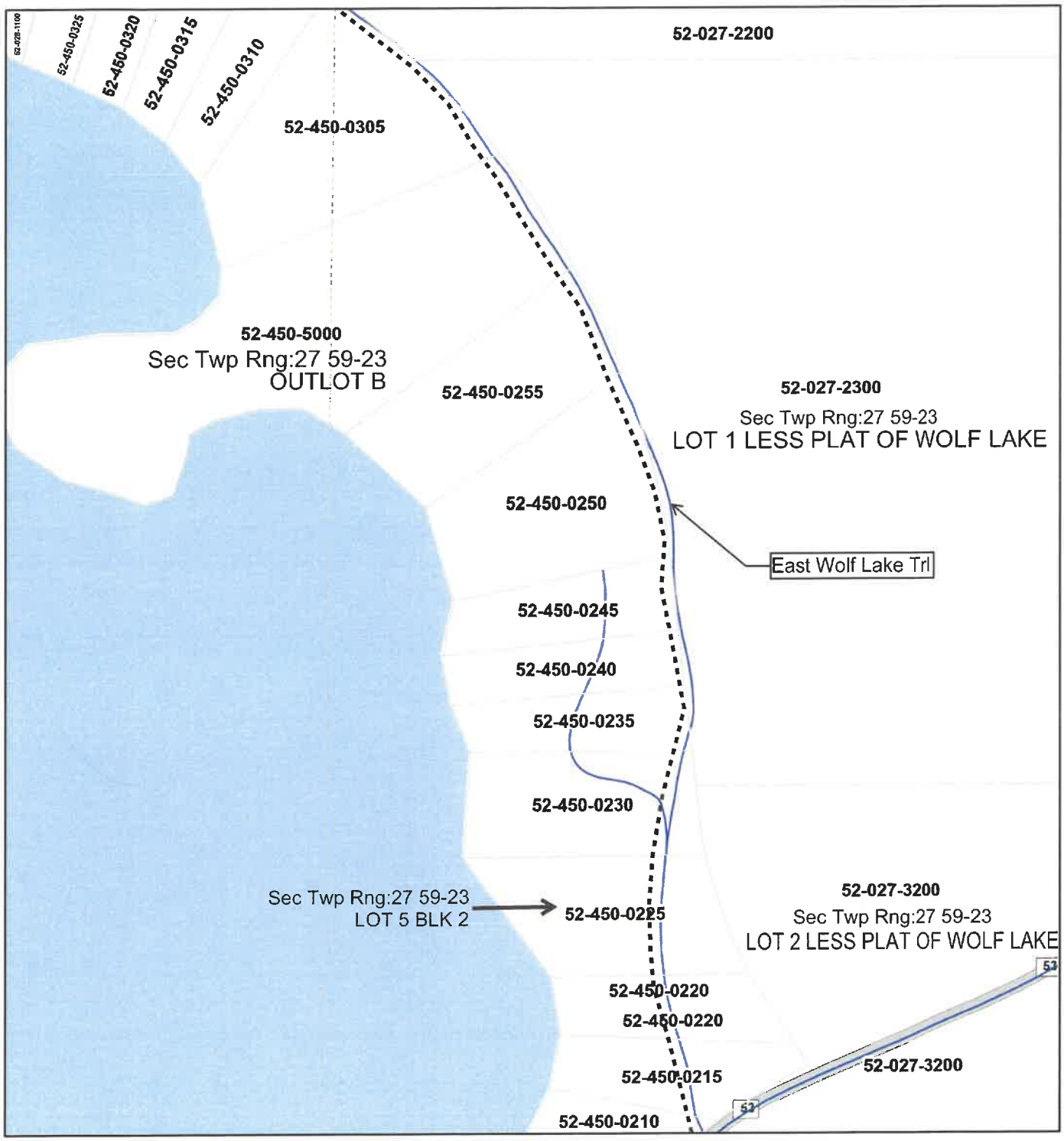
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

_____

(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



Roads

Tax Parcel

Fiber Optic Cable

East Wolf Lake Trail

3'

9' Utility Easement

1:4,514

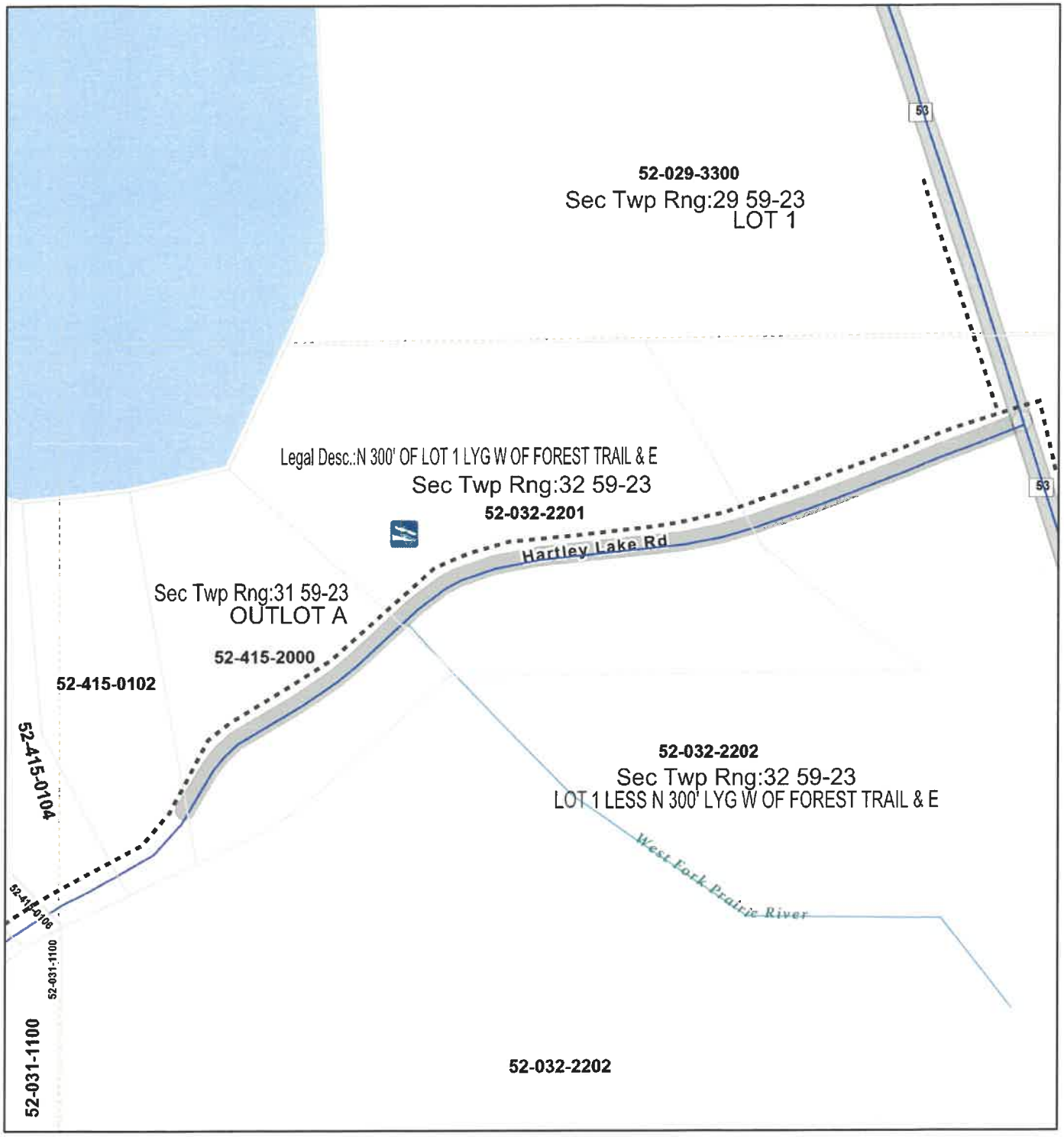
0 140 280 560 ft

0 40 80 160 m

CNS

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

HARTLEY LAKE ROAD



Roads

Tax Parcel

Fiber Optic Cable

Hartley Lake Rd

Edge of Rd

3'

9' Utility Easement

0 70 140 280 ft

0 20 40 80 m

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

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3466

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

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

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 in 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:

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

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

c. Workers' Compensation and Employer's Liability: — Statutory Limits

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

d. Employer's Liability

	Limits
Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

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

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

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

1. List ITASCA COUNTY and State of Minnesota in trust for the taxing districts as Certificate holder and as additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that ITASCA COUNTY will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

		Limits
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:

		Limits
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

THE STATE OF MINNESOTA IN TRUST
FOR THE TAXING DISTRICTS

Dated: _____

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

ITASCA COUNTY LAND COMMISSIONER

Dated: _____

_____
Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

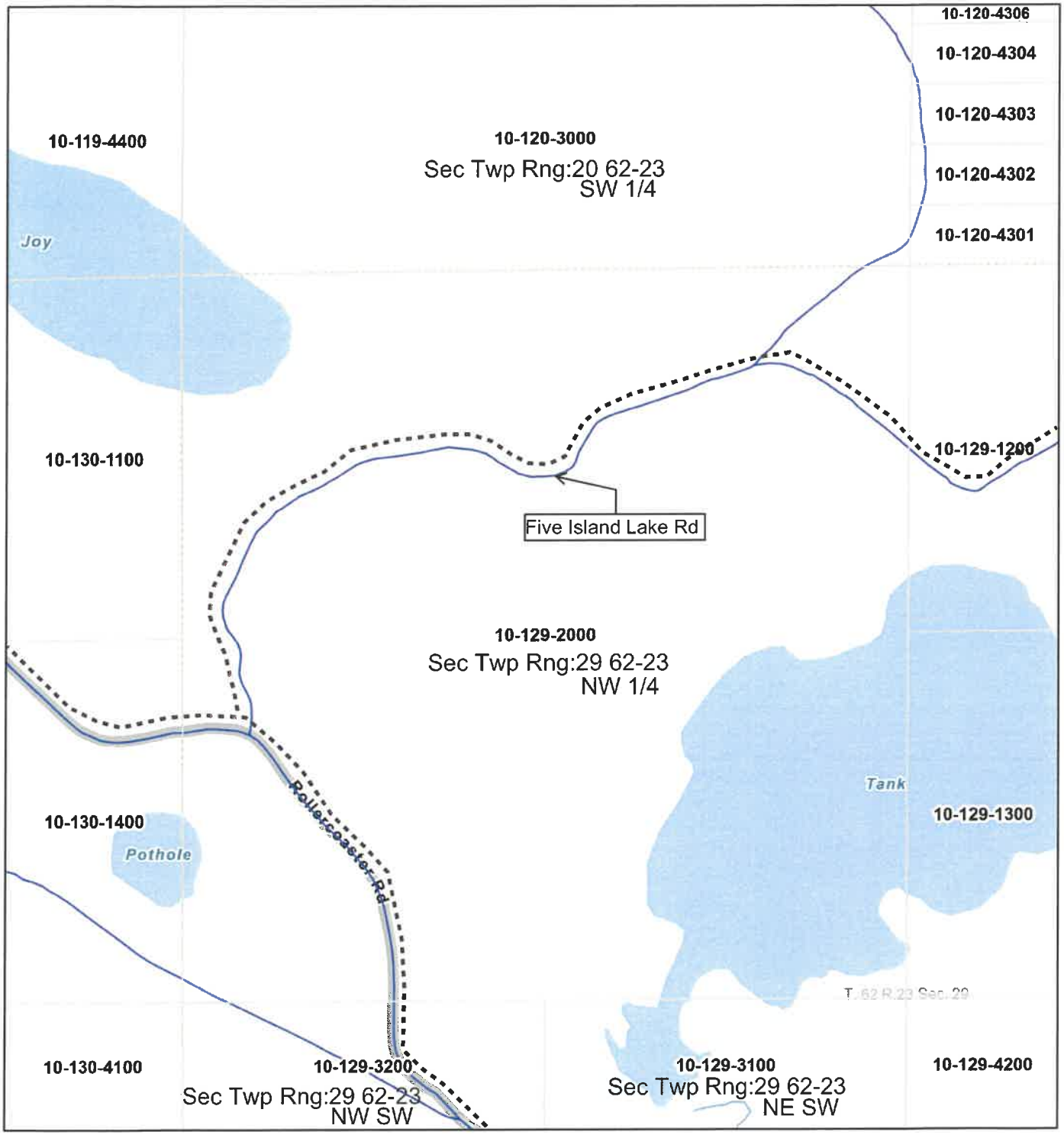
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

_____

(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



Roads

Tax Parcel

Fiber Optic Cable

Five Island Lake Rd

Edge Of Rd

3'

9' Utility Easement

1:9,028

0 275 550 1,100 ft

0 85 170 340 m

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: 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 in 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:

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

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

c. Workers' Compensation and Employer's Liability: — Limits: Statutory

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

d. Employer's Liability

	Limits
Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

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

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

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

1. List ITASCA COUNTY and State of Minnesota in trust for the taxing districts as Certificate holder and as additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that ITASCA COUNTY will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

		Limits
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:

		Limits
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

THE STATE OF MINNESOTA IN TRUST
FOR THE TAXING DISTRICTS

Dated: _____

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

ITASCA COUNTY LAND COMMISSIONER

Dated: _____

_____
Kory Cease

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

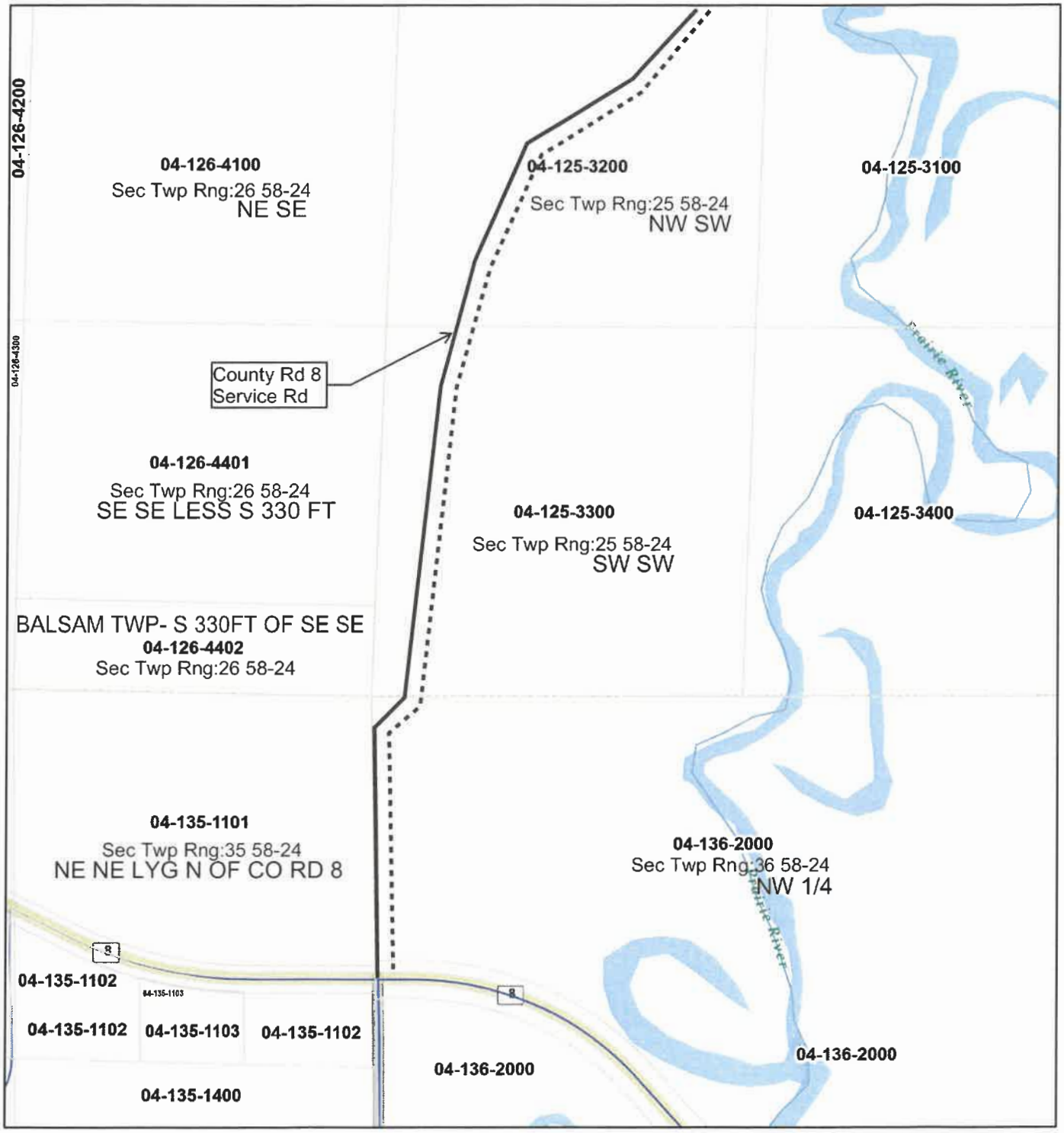
This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

_____

(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)



1:9,028

0 280 560 1,120 ft

0 85 170 340 m

Roads

Tax Parcel

Fiber Optic Cable

County Rd 8 (Service Line)

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

Tuesday, February 27, 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**
RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Burl Ives, Casey Venema
ABSENT:	Cory Smith

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

	Limit
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

	Limit
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

	Limit
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, is 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)

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

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

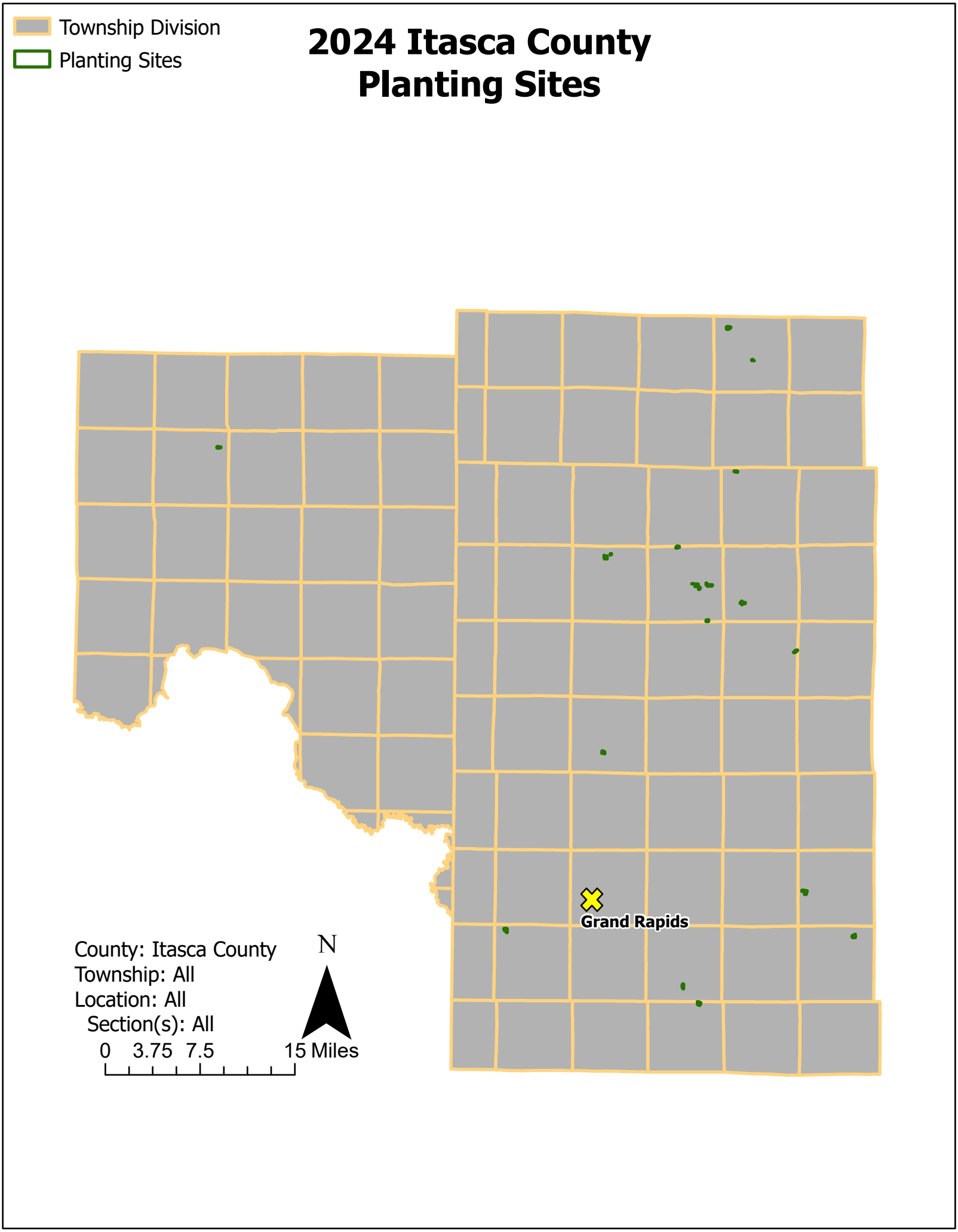
Email: greatlakesforestryllc@gmail.com

Signature: 

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

"TREE PLANTING 2024"

2024 Itasca County Planting Sites



ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 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**
RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Burl Ives, Casey Venema
ABSENT:	Cory Smith

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

	Limit
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

	Limit
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

	Limit
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, is 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)

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

By: _____
Its_____

By:_____
Its_____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

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 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

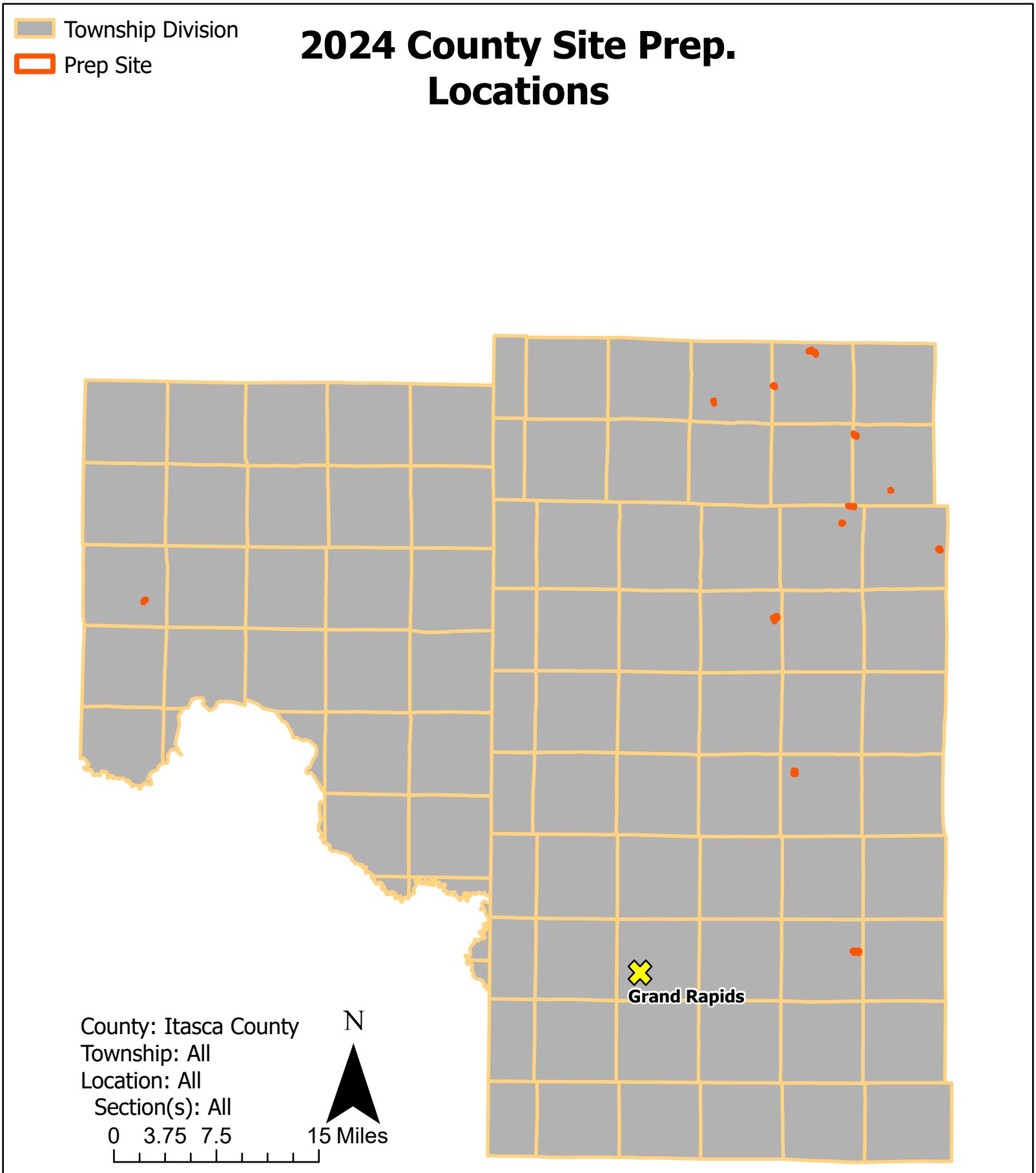
**These acres are subject to change with additional acres being added or acres being removed.*
***Do not include these items in total contract cost for 2024.*

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

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

"SITE PREPARATION - 2024"

2024 County Site Prep. Locations



ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3471

DEPARTMENT: Land Department
PRESENTER: Sara Thompson

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Federal Recreational Trails Program (FRTP) 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**
RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Burl Ives, Casey Venema
ABSENT:	Cory Smith

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 27, 2024

RESOLUTION 2024-9

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.

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27th day of FebruaryA.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of February A.D. 2024.



Administrator

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3472

DEPARTMENT: Land Department
PRESENTER: Sara Thompson

TIME REQUESTED: < 5 Minutes

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 27, 2024

RESOLUTION 2024-10

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.

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27th day of February A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of February A.D. 2024.



Administrator

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3473

DEPARTMENT: Land Department
PRESENTER: Sara Thompson

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Federal Recreational Trail Program (FRTP) 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**
RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Burl Ives, Casey Venema
ABSENT:	Cory Smith

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 27, 2024

RESOLUTION 2024-11

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.

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27th day of February A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of February A.D. 2024.



Administrator

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3478

DEPARTMENT: Land Department
PRESENTER: Sara Thompson

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Yamaha Outdoor Access Initiative Grant Approval and Acceptance

BOARD ACTION REQUESTED:
Approve the application and acceptance, if awarded, of the Yamaha Outdoor Access Initiative Grant and authorize necessary signatures.

BACKGROUND:
Additional funding for the Bass Lake Campground dump station and improvements.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Yamaha Outdoor Access Initiative Grant_Bass Lake

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

Yamaha Outdoor Access Initiative Grant

Organization Name *	Itasca County Land Department
Contact First Name: *	Sara
Contact Last Name: *	Thompson
Address *	1177 LaPrairie Avenue Grand Rapids, MN 55744 United States
Phone Number *	(218) 327-7393
Alt. Phone Number	(218) 327-2855
Mobile Phone Number	(218) 398-5471
Email *	sara.thompson@co.itasca.mn.us
Website	http://www.co.itasca.mn.us/
Non-Profit Status	Government/Municipal
Federal Tax ID	41-6005810
Non-Profit/Tax Exempt Verification (please upload documentation)	2023_st3_certificate.pdf 147.59 KB · pdf
Number of Members	1-25
Organization's Focus	Local Public Land Management
Dollar Amount Requested	$30,000

Yamaha Outdoor Access Initiative Grant

Specify Product Request (Limited-Please see submission guidelines)	Establishing, increasing and/or maintaining access to land for outdoor recreation (including but not exclusively limited to motorized recreation)
Name of Project to be funded	Bass Lake Park and Campground Improvement Project

List Project's Primary Objective(s)

The Bass Lake Park/Campground consists of 663 acres of mixed northern forest surrounding Bass, Sucker, Duck and Erskine Lakes. The property was purchased by Itasca County in 1984 from the Boise Cascade Corporation with the help of a Land and Water Conservation Fund grant. This secluded campground has 43 RV/camper sites and five tenting sites in the park. Bass Lake has a boat launch and an upgraded swimming beach. Adjacent lakes all have carry-in accesses for good fishing of northerns, bass, trout, and panfish. Hunting is allowed in the park during the appropriate season and in areas beyond four hundred yards of the campsites. There are trails for hiking, wildlife observation, cross country skiing, snowmobiling, and ATVing. Fishing, swimming, boating and many other aquatic activities are available in the area. Bass Lake Park/Campground is located off Minnesota Trunk Highway 1, eleven miles east of Effie, MN and eleven miles west of Togo, MN. Bass Lake Park is well known by local and out of town campers who have been coming to it for generations. Its use is approximately 400- 500 campers per year.

In fall of 2021, the county started expanding the campground with 14 self-contained RV sites , 7 new sites in A loop and 7 new sites in B loop while incorporating full electric hookup in A Loop. The expansion was completed by July 2022. Due to the expansion, in spring of 2023, it was directed by the Minnesota Department of Health (MDH) that a dump station is required at the campground. The county must install a dump station with pressurized non-potable(washdown) and potable water supplied at the site. This needs to be completed by November 30th, 2024 or risk the park being shut down. This dump station project is crucial in keeping the campground open and providing outdoor recreational experiences for all ages.

Describe how the GRANT will be used	This grant will be used to complete the new dump station project. That includes clearing and grubbing of the site, laying down aggregate material for the site, installation of the 5000 gallon holding tank, all risers, alarm, electric, plumbing and new well, potable and non-potable water and finished landscaping.

List the benefits for the organization

The County Park and Recreation Program was established in 1984 to develop, manage, maintain, and coordinate park and recreation resources throughout Itasca County. The Land Department provides numerous outdoor recreation opportunities through its Park System. This program is in

cooperation with the MN DNR, USFS, cities, and townships. These opportunities include parks, campgrounds, public accesses, and trails. Bass Lake Park is 1 of the 3 parks that Itasca County manages. It is one of the most pristine and popular campgrounds in Itasca County. The county is proud to manage such a beautiful park and campground. It fulfills the Park and Recreation Program's primary goal to provide quality comprehensive recreational opportunities throughout Itasca County for current and future generations.

List the benefits for OAI Enthusiasts (Outdoors/OHV/Hunting/Fishing Enthusiasts)	Bass Lake Park and Campground is a popular campground that has provided enjoyment for campers throughout generations. The most common response heard from its users is that "we've been coming here for over 30 years" or "we love how secluded it is". Bass Lake Park offers not only the opportunity for camping but also allows users to camp and ATV, to grouse and deer hunt, and has public access to four nearby lakes for fisherman. It offers a great deal of recreational diversity.
List how Yamaha will be incorporated into the project	Itasca County staff will provide public recognition of the Yamaha grant program, will have recognition signs placed at the project and on the kiosk at the opening of the park, and have it presented in the newspaper and on the county's social media page.
Provide a timeline for the project (include milestones, deadlines, events, etc.)	The deadline for project completion is November of 2024. The goal is to have funds ready and contractor bidding by early spring, and construction late summer.

Provide an itemized project budget. (Include purchase orders/estimates available

Estimated Total Project Cost for new sanitary Dump Station: $128,675.00

List all other sources of funding for the project	County Park budgeted funds; American Rescue Program funds (to be dedicated for use by 2024 year end).
List the local, state and/or federal agencies with which your project is affiliated	Minnesota Department of Health and Itasca County Environmental Services
List local Yamaha dealerships with which your organization is affiliated	Ray's Sport and Cycle. Grand Rapids, MN

Yamaha Outdoor Access Initiative Grant

Please upload a letter of recommendation from at least one Yamaha dealer.	bass_lake_yamaha_recommendation_letter.pdf 394.50 KB · pdf
Recommendation letter 2	bass_lake_wilderness_wheelers.pdf 158.82 KB · pdf
Please provide any additional information or documents (maps, photos, etc.)	bass_lake_map.pdf 295.08 KB · pdf
Additional information or documents 2	est_1034_from_rk_construction_services_inc._10364.pdf 71.56 KB · pdf
Additional information or documents 3	estimate_2105_from_froe_bros_drilling_llc.pdf 37.30 KB · pdf
Additional information or documents 4	pull_off_design.jpg 17.89 KB · jpg
Is your project or organization affiliated with an OHV riding area?	Yes
Location name	Bass Lake Area
Address	63010 Bass Lake Park Road Effie, MN 56639 United States
Phone Number	(218) 327-2855

Yamaha Outdoor Access Initiative Grant

Months of Operation (If Applicable)	May to November
Describe Riding Area (To include location, acreage and miles of trails per trail width or vehicle class type (e.g. 45 miles of <65" width, 20 miles of single track, 100 miles of ATV only)	Bass Lake Park and Campground allows ingress and egress access to surrounding trails in the Bass Lake and Larson Lake areas.
Is riding area open to the public?	Yes
Available Amenities	• BBQs • Camping • Restrooms • RV Hookup • Water
Vehicle Approved to Ride	• Side by Sides • Snowmobiles • ATVs
Type of Riding Area(s)	• ATV Trails • Other

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-74

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Chair

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3474

DEPARTMENT: Administrative Services **TIME REQUESTED:** 15 Minutes
PRESENTER: Shane Zahrt, Representative Ben Davis

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**

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 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3494

DEPARTMENT: Human Resources
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Recognition of County Employees

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

BACKGROUND:

- Farewell to Paul Meyer whose last day as Social Worker, with the Health & Human Services Department will be February 29, 2024, after 28+ years of service.
- Farewell to Luke St. Germain whose last day as Veteran Services Officer, with the Veteran Services Department will be February 28, 2024, after 6+ years of service.
- Welcome to new employee, Kayson Angell, Corrections Deputy with the Sheriff Department, effective February 20, 2024.
- Farewell to Emily Kurtz whose last day as Probation Officer - Senior with the Probation Department will be March 8, 2024, after 6+ years of service.
- Farewell to Eric Riihinen whose last day as Civil Design Engineer with the Transportation Department was February 23, 2024, after 1 month of service.
- Congratulations to Wendy Mathews who has promoted from Child Support Officer to Lead Child Support Officer with the HHS Department effective on February 11, 2024.
- Farewell to Mary Berard whose last day as Lead Eligibility Specialist with the Health & Human Services Department will be March 8, 2024, after 10+ years of service.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

Note: Recognition of Luke St. Germain was removed.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3480

DEPARTMENT: Administrative Services
TIME REQUESTED: 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Reschedule Public Hearing

BOARD ACTION REQUESTED:
Reschedule the Public Hearing Re: Adoption of a Short-Term Rental Ordinance.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

Motion To: Approve rescheduling the Public Hearing Re: Adoption of a Short-Term Rental Ordinance to Tuesday, April 2, 2024.

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3479

DEPARTMENT: Administrative Services
TIME REQUESTED: 5 Minutes
PRESENTER: Terry Snyder

AGENDA ITEM:
American Rescue Plan (ARP) Request - Wabana Recreation Complex Project

BOARD ACTION REQUESTED:
Review American Rescue Plan (ARP) request from the Wabana Recreation Complex Project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. ARP Request - Wabana Recreation Complex Project

Motion To: Approve American Rescue Plan (ARP) request for $50,000 to the Wabana Recreation Complex Project.

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

Amanda Schultz

From: noreply@civicplus.com
Sent: Tuesday, February 20, 2024 8:41 PM
To: Brett Skyles; Gail Guck; Amanda Schultz; Terry Snyder
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form

CAUTION: This email originated from outside of the Itasca County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Wabana Recreation Complex Project
Name of Contact:	kim oja
Address:	36737 Shoreview Drive
City:	Grand Rapids
State:	MN
Zip Code:	55744
Phone Number:	2182562661
E-mail Address:	mrs.o@msn.com
Commissioner District:	District 2 - Terry Snyder
Project Name:	Wabana Recreation Complex Project
Amount Requested:	$50,000
Project Budget & Summary of Project:	Dear Mr. Snyder As you are well aware Wabana township has for the past three years been working diligently to complete a multi thousand-dollar project. Our total project cost is $489,000. We've had over 23 businesses contribute, over 200 residents (and nonresidents) donate, fundraising events, and countless volunteer hours invested. Our total amount of funds received from these contributors is approximately $390,000 thus far. We did receive (and thank you) $15,000 from the TED grant award that we received from Itasca County last year. We have been

working very closely with Sarah Carling, CEDA for the last two years. Her direction has been invaluable.

With the above information the park improvements not only support the residents of Wabana Township but support surrounding communities/unorganized areas that lack access to an area to recreate safely. The closest neighboring parks would be Marcell, Balsam, and Grand Rapids all of which are approximately 20 miles away. The funds brought to this project will benefit all age groups from this township and many outlying areas. Because we are known for our chain of lakes our population doubles during the summertime with visitors from almost every state in the nation which in turn benefits the tourism industry for Itasca County.

These park improvements will include the following: Updated ADA playground, moving the existing hockey rink to create space for a free skate rink area, new tennis/pickleball courts, and ADA trails to connect all the identified amenities. We would humbly ask you to consider supporting the Wabana Recreation Complex Project with an additional amount of $50,000. These dollars will help fund the Tennis/Pickleball courts. The total estimated cost of that portion of the project is currently $195,000. Any funds received from the county will be matched with funding through sponsorships, grants and resident/nonresident contributions. We would like to thank you in advance for your time and consideration towards this extremely important project for our community.

Kim Oja- project chair

Additional Information:	Playground diagram.pdf

Email not displaying correctly? View it in your browser.

7009 SF OF
12" COMPACTED
ENGINEERED WOOD
FIBER SURFACING

PLASTIC BORDER
TIMBERS

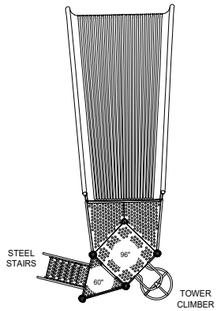
WAVE RIDER
SEE SAW

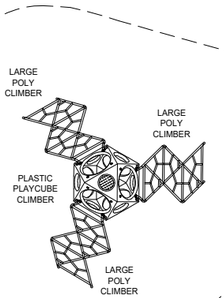
EXISTING ARCH
CLIMBER
FROM S.W.
ELEM.
RELOCATED



EXISTING
PLAY STRUCTURE FROM
S.W. ELEM.
RELOCATED

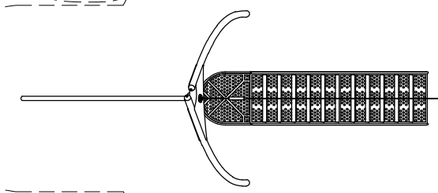
MIGHTY
DESCENT SLIDE
WITH PRISM PASS





PLAYCUBES
1.1C

LIVE WIRE
ZIP LINE



62'

114'

0 5' 10'

*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD®

MIDWEST PLAYSCAPES
8632 EAGLE CREEK CIRCLE
SAVAGE, MN 55378

PHONE: 1.800.747.1452
EMAIL: playscapes@earthlink.net

EQUIPMENT SIZE:

USE ZONE:

AREA: see plan

PERIMETER: see plan

FALL HEIGHT: 8'

USER CAPACITY:

AGE GROUP: 5-12

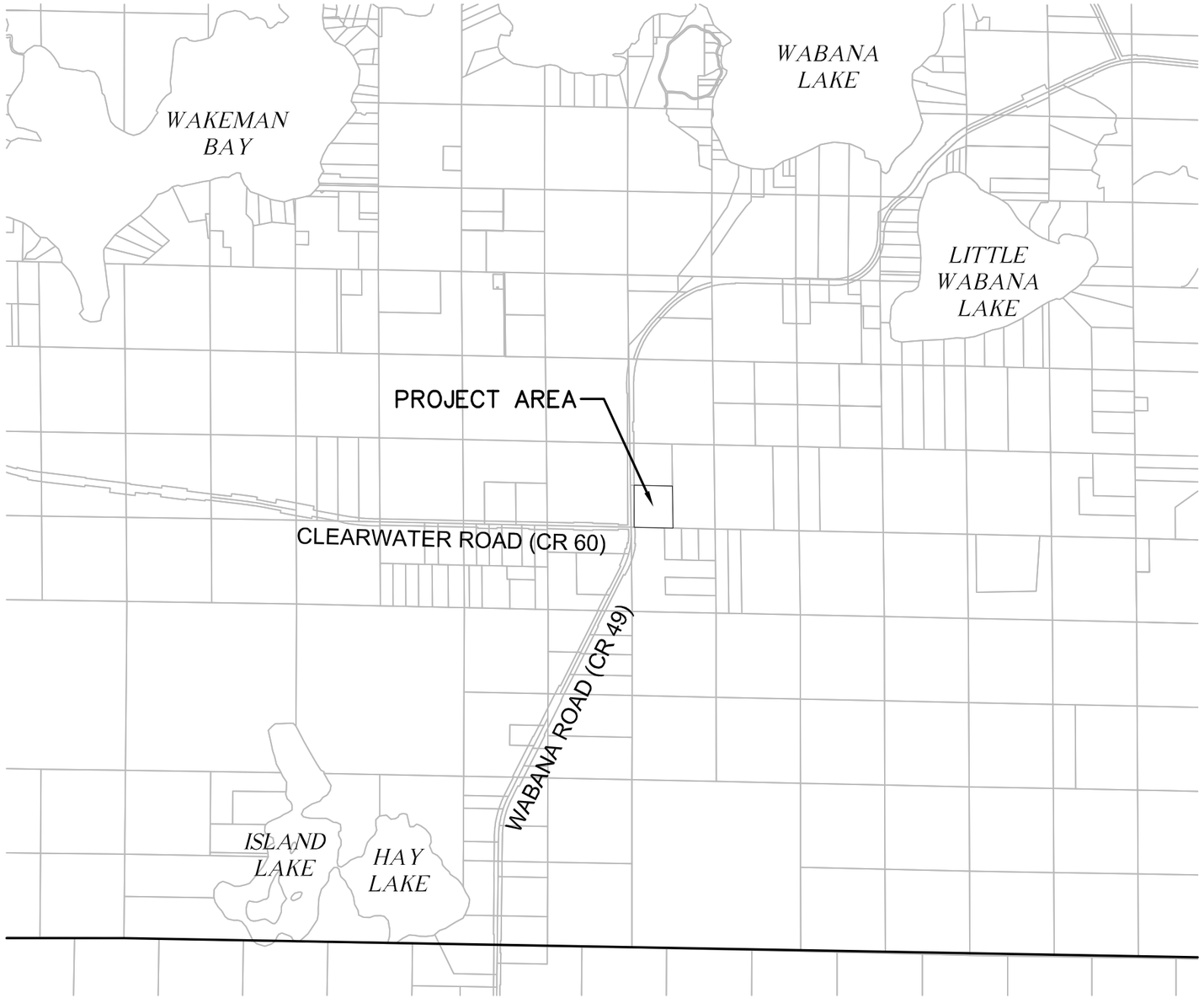
✓ **ASTM F1487-17**
✓ **CPSC #325**

PROJECT NO:	SCALE:
MW102723-1B	1" = 10'-0"
DRAWN BY: TKA	Paper Size B
DATE: 11-6-23	

Wabana Township

Wabana, MN

WABANA RECREATION COMPLEX
WABANA TOWNSHIP, MINNESOTA
PROJECT NO. WT23-02



INDEX TO PLANS	
DESCRIPTION	SHEET NO.
COVER SHEET	1
ESTIMATED QUANTITIES & CONSTRUCTION NOTES	2–3
CONSTRUCTION DETAILS	4–7
PLAN–PROFILE SHEETS	8–11
SWPPP	12–14
THIS PLAN CONTAINS 14 SHEETS	

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0 500 1000
(SCALE IN FEET)

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

BENCHMARK ENGINEERING, INC.

8878 Main Street
P.O. Box 261
Mountain Iron, MN 55768
Phone: 218-735-8914
Fax: 218-735-8923
E-Mail: info@bm-eng.com
Website: www.bm-eng.com

- CIVIL ENGINEERING
- ENVIRONMENTAL ENGINEERING
- LAND SURVEYING
- PLANNING
- MINING
- LAND DATA BASE MAPPING

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.

PRELIMINARY NOT FOR CONSTRUCTION

Printed name: Alan J. Johnson

Date: 01/24/24 Lic. No. 48185

PROJECT NO: WT23-02
DATE: NOV 2023
DRAWN BY: JDS
CHECKED BY: AJJ

DATE	REVISIONS	DESCRIPTION

WABANA RECREATION COMPLEX

WABANA TOWNSHIP, MN

COVER SHEET

SHEET NO.
1 OF 14

Plotted By: Lauren L:\Land Projects\WT23-02 Recreation Site Improvements\Drawings\WT23-02_COVER.dwg Jan 24, 2024 - 12:29pm

STATEMENT OF ESTIMATED QUANTITIES

NOTE	ITEM NO.	ITEM	UNIT	TOTAL QUANTITIES
	1	MOBILIZATION	LUMP SUM	1
	2	CLEARING AND GRUBBING	LUMP SUM	1
1,2	3	REMOVE LIGHT STANDARD & FOUNDATION	EACH	6
1,2	4	REMOVE BASKETBALL HOOP & FOUNDATION	EACH	2
	5	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN. FT.	34
1,2	6	REMOVE CURB AND GUTTER	LIN. FT.	30
1,2	7	REMOVE CHAIN LINK FENCE	LIN. FT.	560
1,2	8	REMOVE WOOD FENCE (HOCKEY BOARDS)	LIN. FT.	360
1,2,9	9	REMOVE PAVEMENT	SQ. YD.	810
1,2	10	REMOVE CONCRETE WALK	SQ. FT.	450
1,2	11	REMOVE MISCELLANEOUS STRUCTURES (PLAYGROUND)	LUMP SUM	1
	12	SALVAGE/REUSE TOPSOIL	CU. YD.	52
	13	COMMON EXCAVATION	CU. YD.	1817
	14	COMMON BORROW	CU. YD.	164
	15	SELECT GRANULAR BORROW	CU. YD.	987
	16	GEOTEXTILE FABRIC TYPE 5	SQ. YD.	2432
	17	AGGREGATE SURFACING (CV) CLASS 5	CU. YD.	31
	18	AGGREGATE BASE (CV) CLASS 5	CU. YD.	630
	19	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	TON	419
	20	4" PERF TP PIPE DRAIN	LIN. FT.	296
	21	15" PIPE APRON	EACH	2
	22	15" PIPE CULVERT	LIN. FT.	30
6	23	RANDOM RIPRAP CLASS II	CU. YD.	10
	24	4" CONCRETE WALK	SQ. FT.	1762
	25	CONCRETE CURB AND GUTTER B618	LIN. FT.	30
	26	LIGHTING SYSTEM	LUMP SUM	1
	27	LUMINAIRE (LED) 30-FOOT	EACH	8
	28	DOUBLE LUMINAIRE (LED) 30-FOOT	EACH	2
	29	LIGHT FOUNDATION DESIGN E	EACH	10
8	30	48" CHAIN LINK FENCE VINYL COATED, BLACK	LIN. FT.	220
	31	120" CHAIN LINK FENCE (TENNIS COURT)	LIN. FT.	584
	32	120" CHAIN LINK FENCE (HOCKEY RINK)	LIN. FT.	180
	33	144" CHAIN LINK FENCE (BACKSTOP)	LIN. FT.	40
	34	48" WOODEN FENCE (HOCKEY BOARDS)	LIN. FT.	365
	35	BENCH	EACH	2
	36	BASKETBALL HOOP & FOUNDATION	EACH	1
7	37	TRAFFIC CONTROL	LUMP SUM	1
3	38	SILT FENCE	LIN. FT.	875
4	39	COMMON TOPSOIL BORROW	CU. YD.	62
	40	TREE	EACH	15
	41	SODDING TYPE LAWN	SQ. YD.	138
5	42	TURF ESTABLISHMENT	LUMP SUM	1
	43	TENNIS/PICKLEBALL COURT SURFACING	LUMP SUM	1
	44	CONSTRUCT PLAYGROUND	LUMP SUM	1
	45	CONSTRUCT HAUL ROAD SITE ACCESS	LUMP SUM	1

NOTES

1. ITEM CONSISTS OF REMOVING STRUCTURE AND CASTING AND BACKFILL MATERIAL AS NECESSARY.
2. UPON REMOVAL, THESE ITEMS BECOME THE PROPERTY OF THE CONTRACTOR FOR LAWFUL DISPOSAL OUTSIDE OF THE PROJECT LIMITS.
3. ALL TEMPORARY EROSION CONTROL ITEMS TO BE INSTALLED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
4. TOPSOIL TO BE PLACED 3" THICK IN TURF ESTABLISHMENT AREAS.
5. ALL DISTURBED AREAS SHALL BE SEEDED AS SHOWN IN THE BASIS FOR ESTIMATED QUANTITIES. THE ESTIMATED AREA OF TURF ESTABLISHMENT IS APPROXIMATELY 16,000 SQUARE FEET.
6. ITEM TO BE PLACED 5 CU. YD. AT EACH CULVERT END AND INCLUDE GEOTEXTILE FABRIC TYPE 7, INCIDENTAL TO COST OF CONSTRUCTION.
7. ALL TRAFFIC CONTROL SIGNAGE SHALL MEET THE REQUIREMENTS OF THE MINNESOTA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES – FIELD MANUAL DATED LATEST VERSION.
8. ALL 48" CHAIN LINK FENCE WILL INCLUDE PLASTIC TOP COVER.
9. PAVEMENT MAY CONSIST OF BITUMINOUS AND/OR CONCRETE.

BASIS FOR ESTIMATED QUANTITIES

SELECT GRANULAR BORROW
- 12" THICK UNDER TRAIL
- 18" THICK UNDER TENNIS COURT

AGGREGATE BASE (CV) CLASS 5
- 6" THICK UNDER CURB & GUTTER, SIDEWALK, AND TRAIL
- 8" THICK UNDER BASKETBALL COURT
- 10" THICK UNDER TENNIS COURT AREA

WEARING COURSE MIXTURE – TYPE SP (SPWEB240B)
- 115 LBS PER SQ. YD. PER INCH OF DEPTH

TURF ESTABLISHMENT
- SEED MIXTURE 33-361 @ 35 LBS PER ACRE
- MULCH TYPE 1 @ 2 TONS PER ACRE
- FERTILIZER TYPE 4 @ 120 LBS PER ACRE

SALVAGE/REUSE TOPSOIL
- 3" THICK TOPSOIL SALVAGE

BENCHMARK ENGINEERING, INC.

8878 Main Street
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Website: www.bm-eng.com

- CIVIL ENGINEERING
- ENVIRONMENTAL ENGINEERING
- LAND SURVEYING
- PLANNING
- MINING
- LAND DATA BASE MAPPING

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA.

PRELIMINARY - NOT FOR CONSTRUCTION

Alan J. Johnson

Printed name: Alan J. Johnson

Date: 01/24/24 Lic. No. 48185

PROJECT NO: WT23-02
DATE: NOV 2023
DRAWN BY: JDS
CHECKED BY: AJJ

DATE	REVISIONS	DESCRIPTION

WABANA RECREATION COMPLEX

WABANA TOWNSHIP, MN

ESTIMATED QUANTITIES & CONSTRUCTION NOTES

SHEET NO.
2 OF 14

Plotted By: Lauren L:\Land Projects\WT23-02 Recreation Site Improvements\Drawings\WT23-02_QUANTS-DETAILS122123.dwg Jan 24, 2024 - 12:31pm

BASE BID – PLAYGROUND

STATEMENT OF ESTIMATED QUANTITIES

NOTE	ITEM NO.	ITEM	UNIT	TOTAL QUANTITIES
	1	MOBILIZATION	LUMP SUM	0.15
	4	REMOVE BASKETBALL HOOP & FOUNDATION	EACH	2
	7	REMOVE CHAIN LINK FENCE	LIN. FT.	370
	9	REMOVE PAVEMENT	SQ. YD.	805
	14	COMMON BORROW	CU. YD.	70
	30	48" CHAIN LINK FENCE VINYL COATED, BLACK	LIN. FT.	60
	35	BENCH	EACH	2
	37	TRAFFIC CONTROL	LUMP SUM	0.2
	39	COMMON TOPSOIL BORROW	CU. YD.	7
	44	CONSTRUCT PLAYGROUND	LUMP SUM	1

ALTERNATE 1 – HOCKEY RINK

STATEMENT OF ESTIMATED QUANTITIES

NOTE	ITEM NO.	ITEM	UNIT	TOTAL QUANTITIES
	1	MOBILIZATION	LUMP SUM	0.15
	8	REMOVE WOOD FENCE (HOCKEY BOARDS)	LIN. FT.	360
	32	120" CHAIN LINK FENCE (HOCKEY RINK)	LIN. FT.	180
	34	48" WOODEN FENCE (HOCKEY BOARDS)	LIN. FT.	365
	37	TRAFFIC CONTROL	LUMP SUM	0.2
	39	COMMON TOPSOIL BORROW	CU. YD.	3
	41	SODDING TYPE LAWN	SQ. YD.	41
	42	TURF ESTABLISHMENT	LUMP SUM	0.2

ALTERNATE 2 – TENNIS COURT/PICKLE BALL

STATEMENT OF ESTIMATED QUANTITIES

NOTE	ITEM NO.	ITEM	UNIT	TOTAL QUANTITIES
	1	MOBILIZATION	LUMP SUM	0.14
	12	SALVAGE/REUSE TOPSOIL	CU. YD.	15
	13	COMMON EXCAVATION	CU. YD.	1240
	14	COMMON BORROW	CU. YD.	25
	15	SELECT GRANULAR BORROW	CU. YD.	715
	16	GEOTEXTILE FABRIC TYPE 5	SQ. YD.	1430
	18	AGGREGATE BASE (CV) CLASS 5	CU. YD.	400
	19	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	TON	270
	20	4" PERF TP PIPE DRAIN	LIN. FT.	296
	30	48" CHAIN LINK FENCE VINYL COATED, BLACK	LIN. FT.	160
	31	120" CHAIN LINK FENCE (TENNIS COURT)	LIN. FT.	584
	37	TRAFFIC CONTROL	LUMP SUM	0.2
	39	COMMON TOPSOIL BORROW	CU. YD.	22
	42	TURF ESTABLISHMENT	LUMP SUM	0.2
	43	TENNIS/PICKLEBALL COURT SURFACING	LUMP SUM	1
	45	CONSTRUCT HAUL ROAD SITE ACCESS	LUMP SUM	0.5

ALTERNATE 3 – BASKETBALL COURT

STATEMENT OF ESTIMATED QUANTITIES

NOTE	ITEM NO.	ITEM	UNIT	TOTAL QUANTITIES
	1	MOBILIZATION	LUMP SUM	0.14
	11	REMOVE MISCELLANEOUS STRUCTURES (PLAYGROUND)	LUMP SUM	1
	13	COMMON EXCAVATION	CU. YD.	35
	16	GEOTEXTILE FABRIC TYPE 5	SQ. YD.	115
	18	AGGREGATE BASE (CV) CLASS 5	CU. YD.	25
	19	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	TON	25
	36	BASKETBALL HOOP & FOUNDATION	EACH	1
	37	TRAFFIC CONTROL	LUMP SUM	0.2
	39	COMMON TOPSOIL BORROW	CU. YD.	2
	42	TURF ESTABLISHMENT	LUMP SUM	0.2

ALTERNATE 4 – CONCRETE WORK

STATEMENT OF ESTIMATED QUANTITIES

NOTE	ITEM NO.	ITEM	UNIT	TOTAL QUANTITIES
	1	MOBILIZATION	LUMP SUM	0.14
	5	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN. FT.	34
	6	REMOVE CURB AND GUTTER	LIN. FT.	30
	9	REMOVE PAVEMENT	SQ. YD.	5
	10	REMOVE CONCRETE WALK	SQ. FT.	450
	12	SALVAGE/REUSE TOPSOIL	CU. YD.	17
	13	COMMON EXCAVATION	CU. YD.	64
	16	GEOTEXTILE FABRIC TYPE 5	SQ. YD.	197
	18	AGGREGATE BASE (CV) CLASS 5	CU. YD.	42
	19	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	TON	2
	24	4" CONCRETE WALK	SQ. FT.	1762
	25	CONCRETE CURB AND GUTTER B618	LIN. FT.	30
	37	TRAFFIC CONTROL	LUMP SUM	0.2
	39	COMMON TOPSOIL BORROW	CU. YD.	7
	41	SODDING TYPE LAWN	SQ. YD.	138
	42	TURF ESTABLISHMENT	LUMP SUM	0.2

ALTERNATE 5 – LIGHTING

STATEMENT OF ESTIMATED QUANTITIES

NOTE	ITEM NO.	ITEM	UNIT	TOTAL QUANTITIES
	1	MOBILIZATION	LUMP SUM	0.14
	3	REMOVE LIGHT STANDARD & FOUNDATION	EACH	6
	26	LIGHTING SYSTEM	LUMP SUM	1
	27	LUMINAIRE (LED) 30–FOOT	EACH	8
	28	DOUBLE LUMINAIRE (LED) 30–FOOT	EACH	2
	29	LIGHT FOUNDATION DESIGN E	EACH	10

ALTERNATE 6 – SITEWORK/ TRAIL

STATEMENT OF ESTIMATED QUANTITIES

NOTE	ITEM NO.	ITEM	UNIT	TOTAL QUANTITIES
	1	MOBILIZATION	LUMP SUM	0.14
	2	CLEARING AND GRUBBING	LUMP SUM	1
	7	REMOVE CHAIN LINK FENCE	LIN. FT.	190
	12	SALVAGE/REUSE TOPSOIL	CU. YD.	20
	13	COMMON EXCAVATION	CU. YD.	478
	14	COMMON BORROW	CU. YD.	69
	15	SELECT GRANULAR BORROW	CU. YD.	272
	16	GEOTEXTILE FABRIC TYPE 5	SQ. YD.	690
	17	AGGREGATE SURFACING (CV) CLASS 5	CU. YD.	31
	18	AGGREGATE BASE (CV) CLASS 5	CU. YD.	163
	19	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	TON	122
	21	15" PIPE APRON	EACH	2
	22	15" PIPE CULVERT	LIN. FT.	30
	23	RANDOM RIPRAP CLASS II	CU. YD.	10
	33	144" CHAIN LINK FENCE (BACKSTOP)	LIN. FT.	40
	37	TRAFFIC CONTROL	LUMP SUM	0.2
	38	SILT FENCE	LIN. FT.	875
	39	COMMON TOPSOIL BORROW	CU. YD.	21
	40	TREE	EACH	15
	42	TURF ESTABLISHMENT	LUMP SUM	0.2
	45	CONSTRUCT HAUL ROAD SITE ACCESS	LUMP SUM	0.5

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Mountain Iron, MN 55768
Phone: 218-735-8914
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PRELIMINARY - NOT FOR CONSTRUCTION

Printed name: Alan J. Johnson

Date: 01/24/24 Lic. No. 48185

PROJECT NO: WT23-02

DATE: NOV 2023

DRAWN BY: JDS

CHECKED BY: AJJ

DATE	REVISIONS	DESCRIPTION

WABANA RECREATION COMPLEX

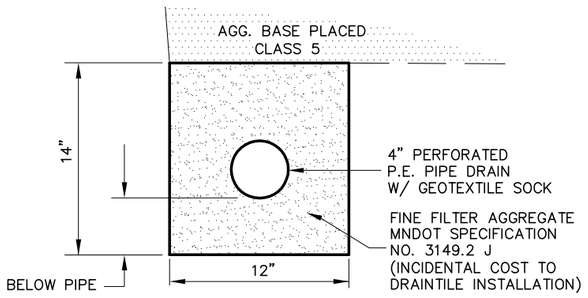
WABANA TOWNSHIP, MN

ESTIMATED QUANTITIES & CONSTRUCTION NOTES

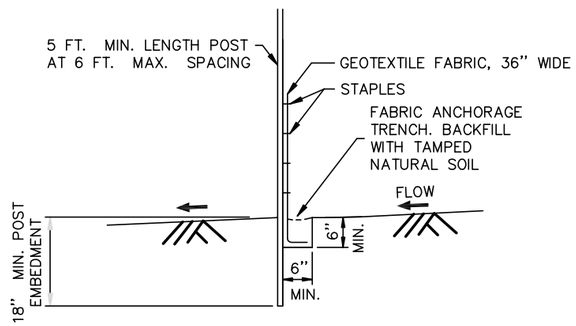
SHEET NO.

3 OF 14

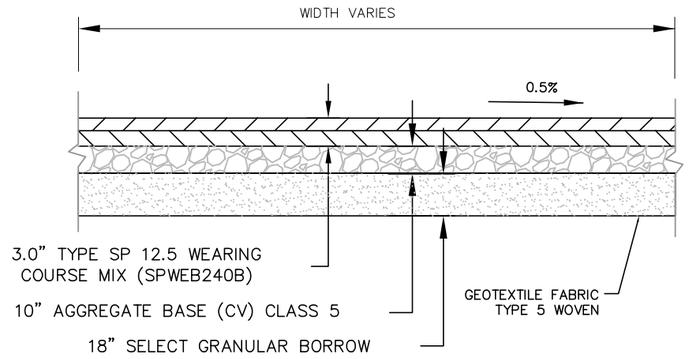
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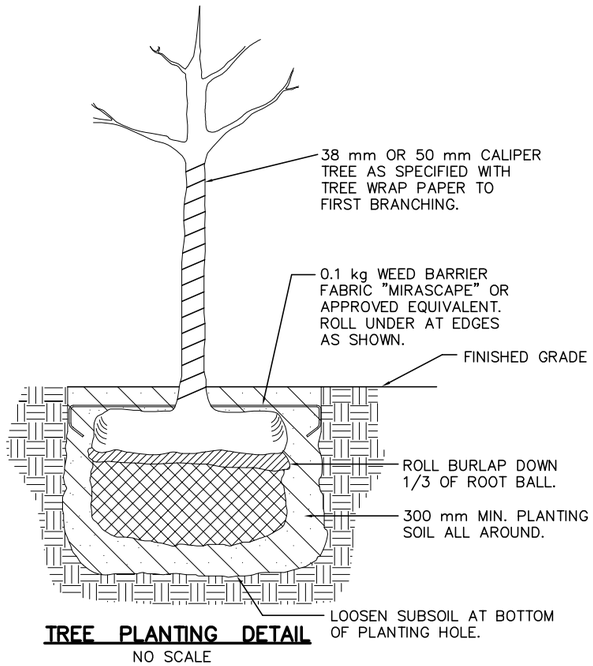
SUBSURFACE DRAIN DETAIL
NO SCALE



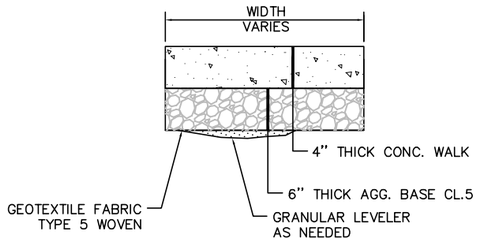
SILT FENCE TYPE PA
NO SCALE



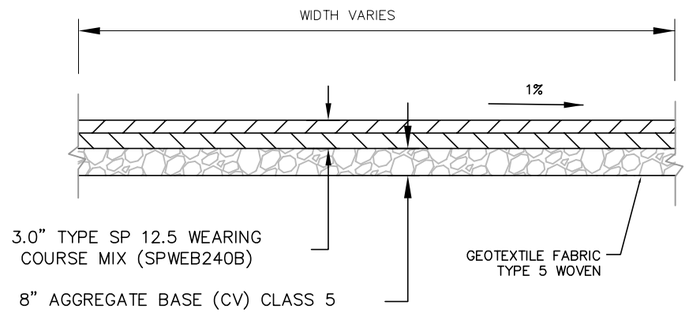
TENNIS/PICKLEBALL COURT SECTION
NO SCALE



TREE PLANTING DETAIL
NO SCALE



4" CONCRETE WALK DETAIL
NO SCALE



BASKETBALL COURT SECTION
NO SCALE

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8878 Main Street
P.O. Box 261
Mountain Iron, MN 55768
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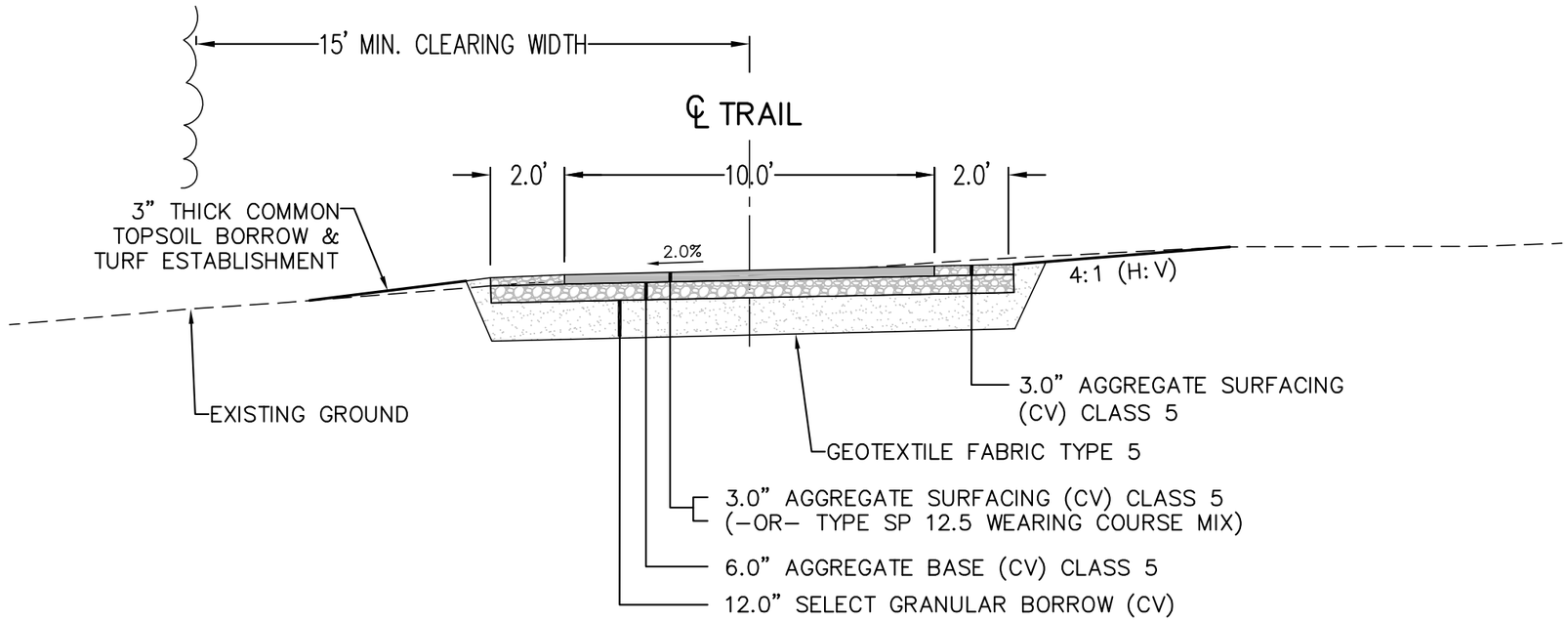
WABANA RECREATION COMPLEX

WABANA TOWNSHIP, MN

CONSTRUCTION DETAILS

SHEET NO.
4 OF 14

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TYPICAL SECTION – RECREATIONAL TRAIL

NO SCALE

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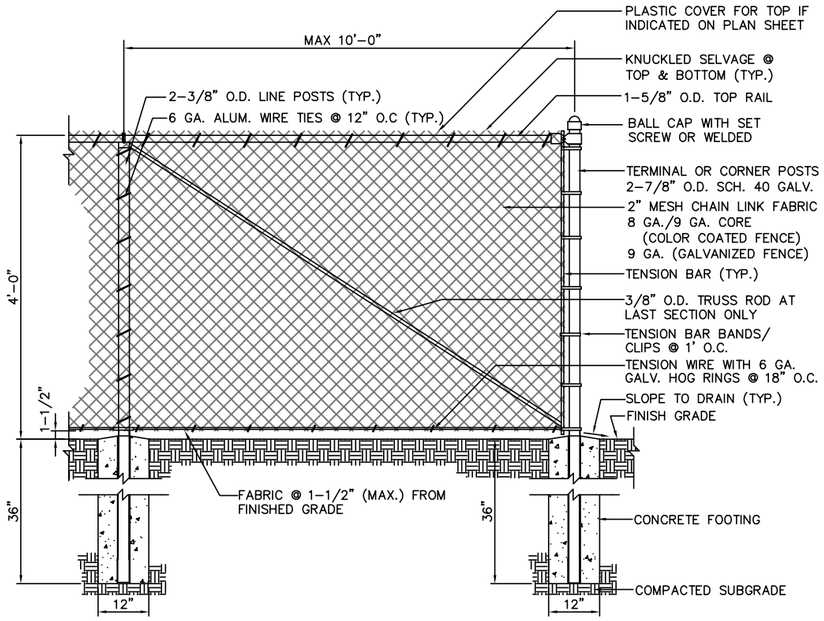
WABANA TOWNSHIP, MN

CONSTRUCTION DETAILS

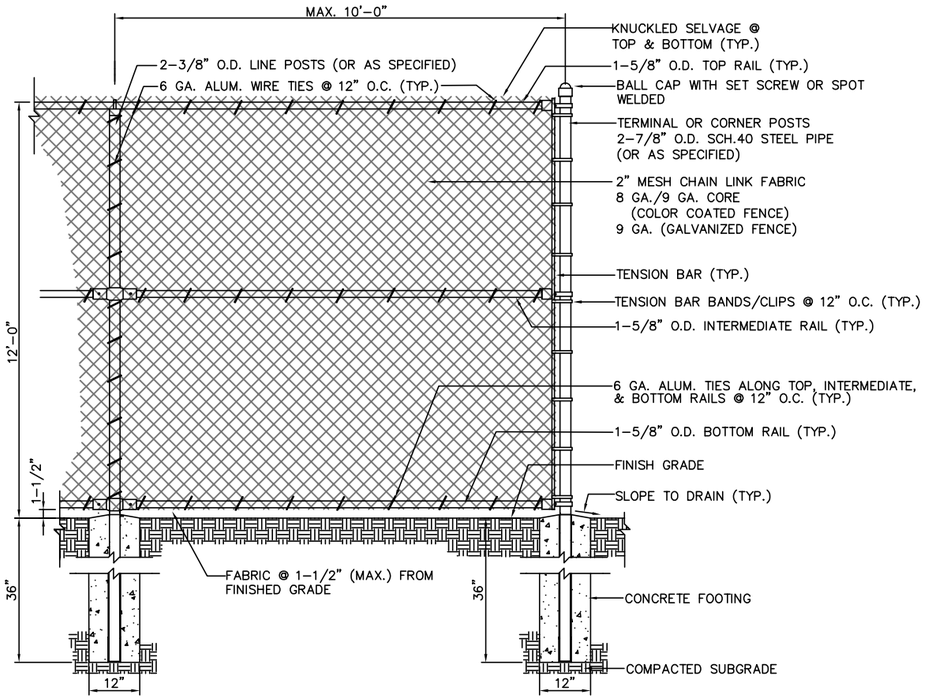
SHEET NO.

5 OF 14

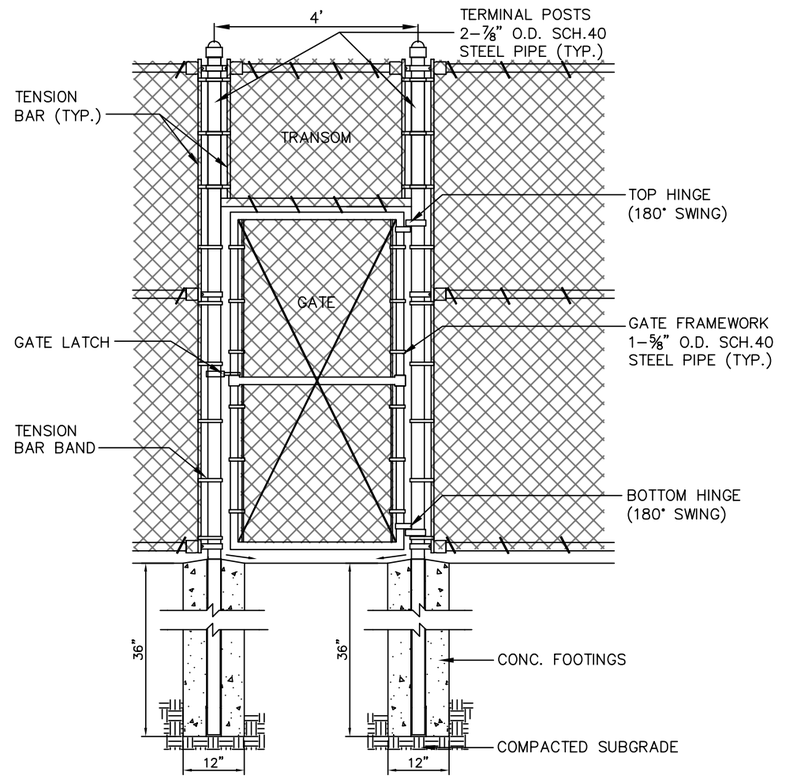
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6' CHAIN LINK FENCE DETAIL



12' CHAINLINK FENCE DETAIL



PEDESTRIAN GATE DETAIL

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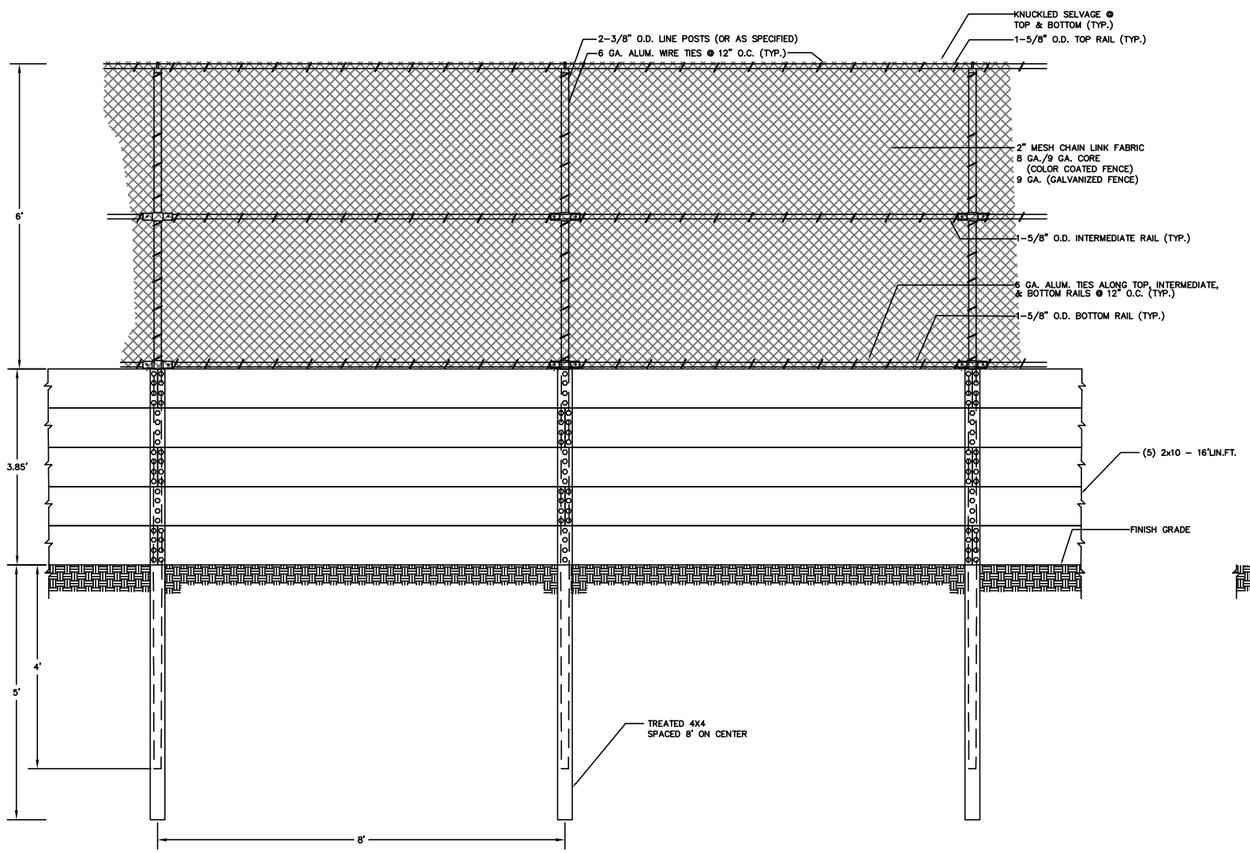
WABANA RECREATION COMPLEX

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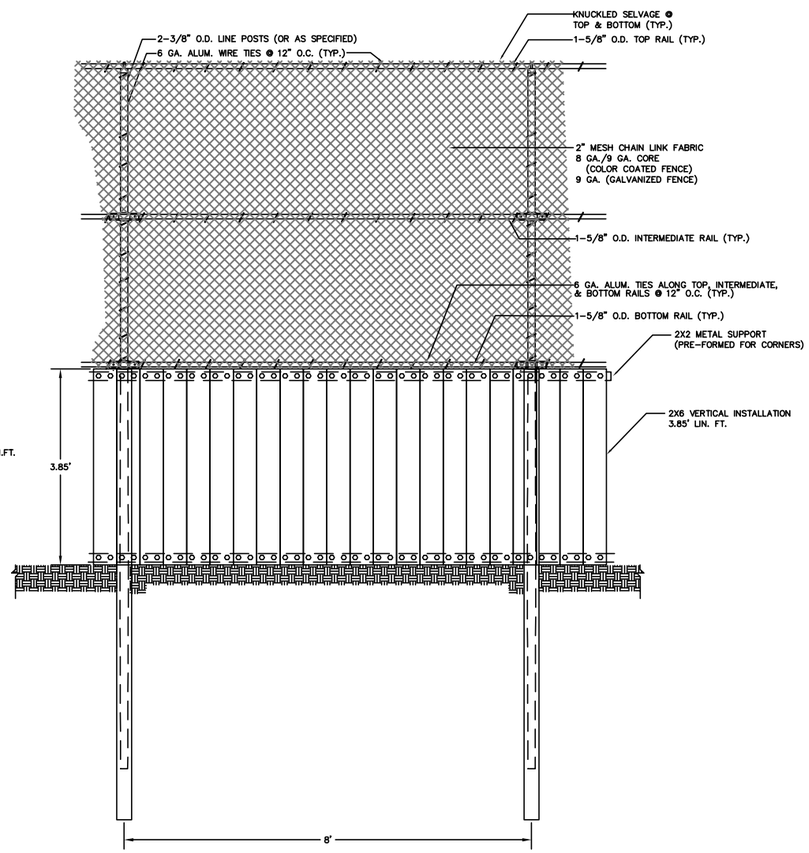
CONSTRUCTION DETAILS

SHEET NO.
6 OF 14

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HOCKEY BOARD DETAIL



HOCKEY BOARD CORNER DETAIL

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DATE	REVISIONS	DESCRIPTION

WABANA RECREATION COMPLEX

WABANA TOWNSHIP, MN

CONSTRUCTION DETAILS

SHEET NO.
7 OF 14

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WARNING

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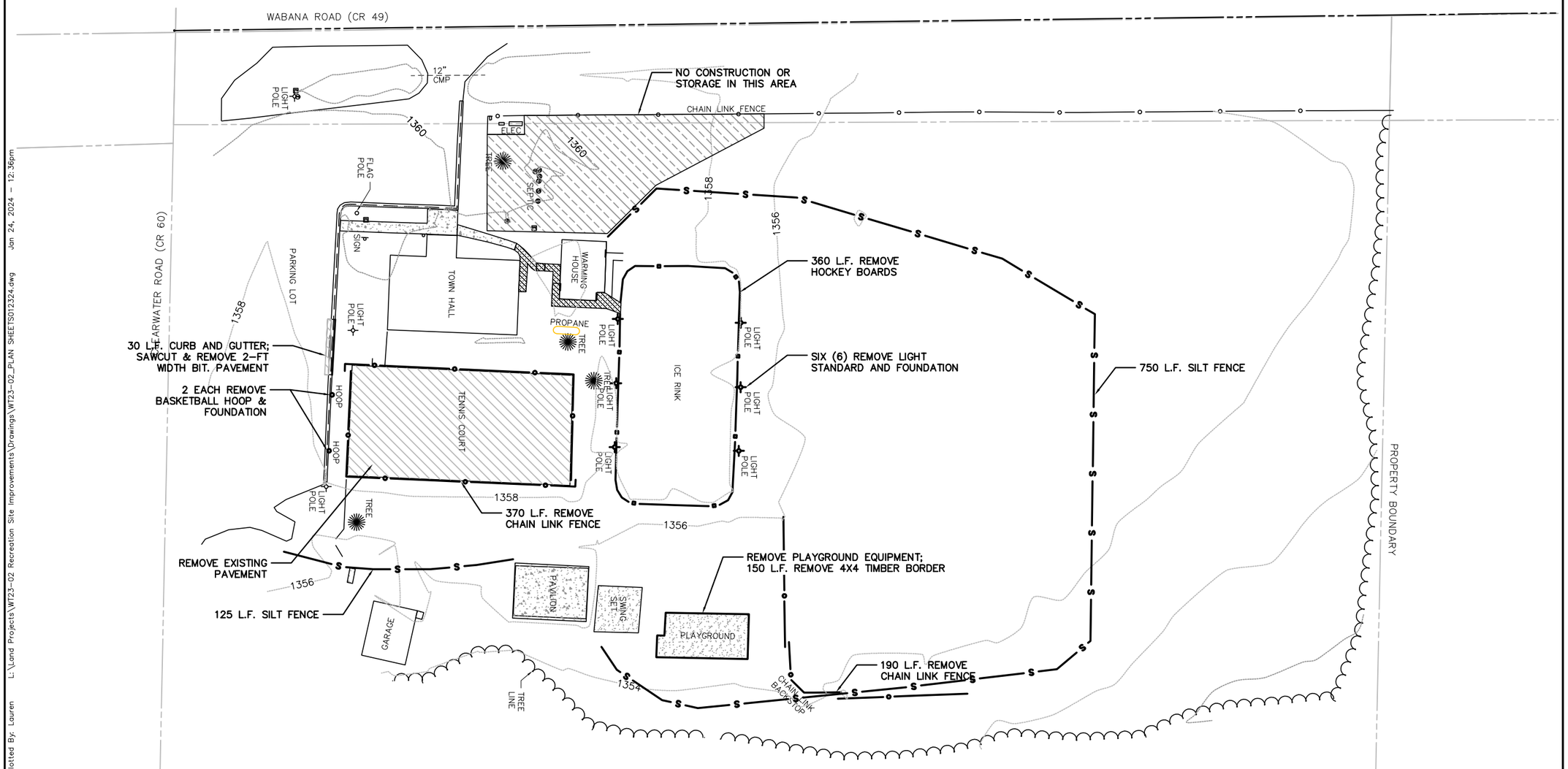
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W S N E

0 30 60
(SCALE IN FEET)

LEGEND

- OVERHEAD POWER — OE —
- EXISTING WATER — I —
- EXISTING SANITARY — > —
- EX. CURB & GUTTER
- REMOVE CURB & GUTTER
- EXISTING CONC. WALK
- REMOVE CONC. WALK
- REMOVE BIT. PAVEMENT
- NO CONSTRUCTION OR STORAGE AREA



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DATE	REVISIONS	DESCRIPTION

WABANA RECREATION COMPLEX

WABANA TOWNSHIP, MN

EXISTING CONDITIONS & REMOVALS

SHEET NO.
8 OF 14

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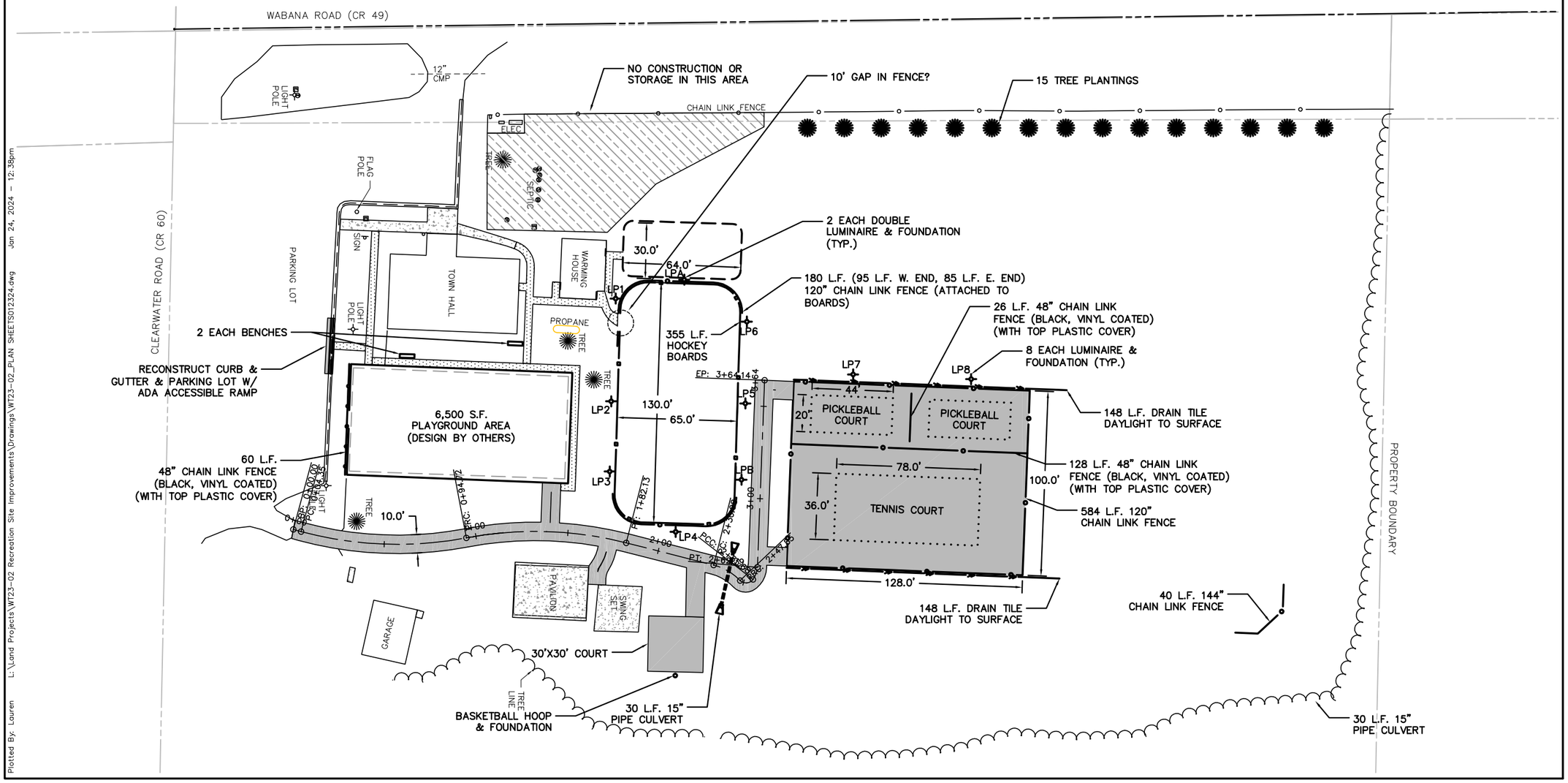
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W S N E

0 30 60
(SCALE IN FEET)

LEGEND

- OVERHEAD POWER — OE —
- EXISTING WATER — I —
- EXISTING SANITARY — > —
- EX. CURB & GUTTER
- EXISTING CONC. WALK
- CONST. CURB AND GUTTER
- CONSTRUCT CONC. WALK
- CONSTRUCT BIT. PAVEMENT
- NO CONSTRUCTION OR STORAGE AREA



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DATE	REVISIONS	DESCRIPTION

WABANA RECREATION COMPLEX

WABANA TOWNSHIP, MN

SITE LAYOUT

SHEET NO.
9 OF 14

WARNING

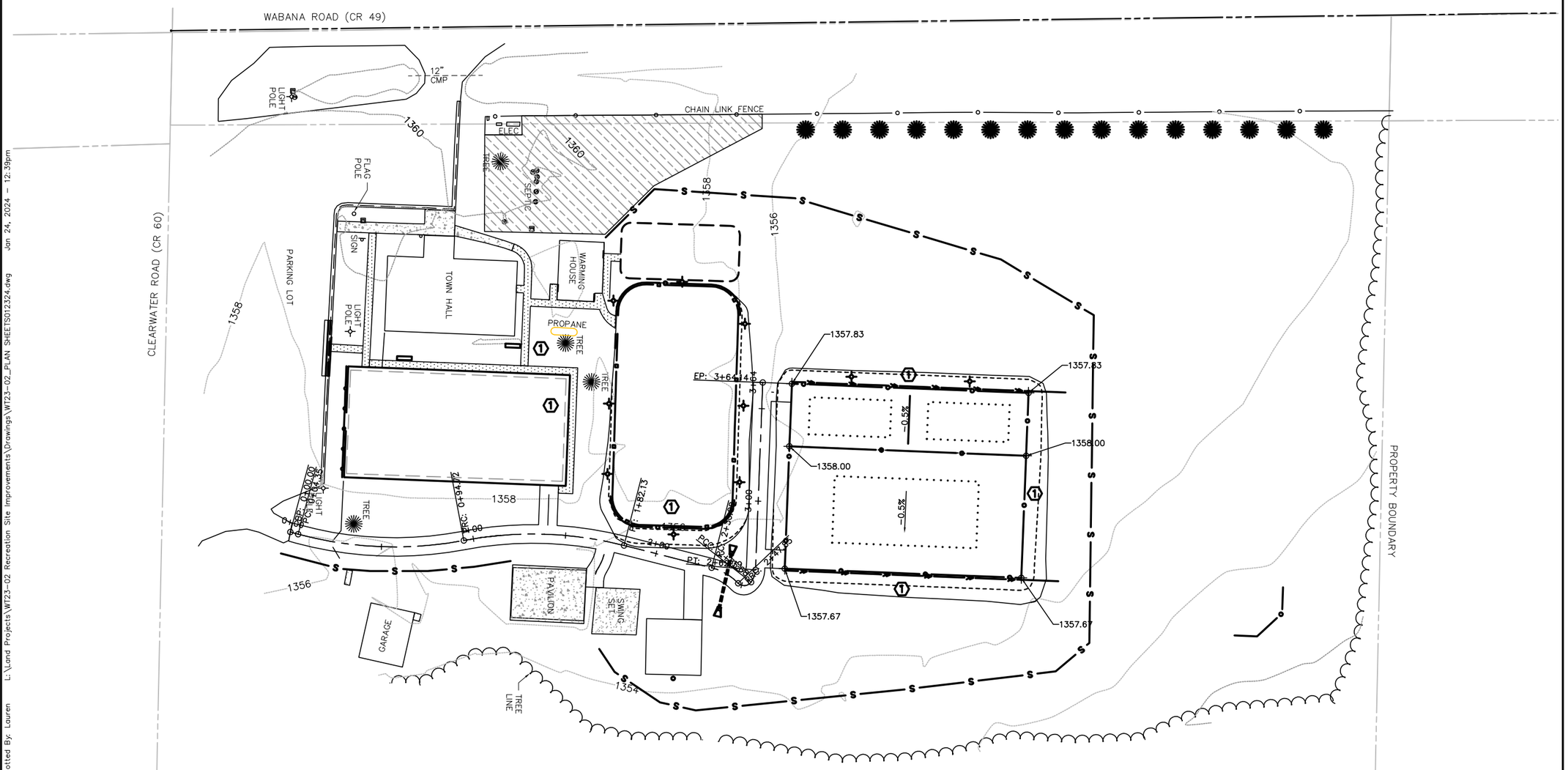
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0 30 60
(SCALE IN FEET)

LEGEND

- 1340 — EXISTING CONTOUR AND ELEV.
- 1340 — PROPOSED CONTOUR AND ELEV.
- −2.1% — FINISHED GRADE SLOPE
- S — SILT FENCE, TYPE PA
- ① — TURF ESTABLISHMENT



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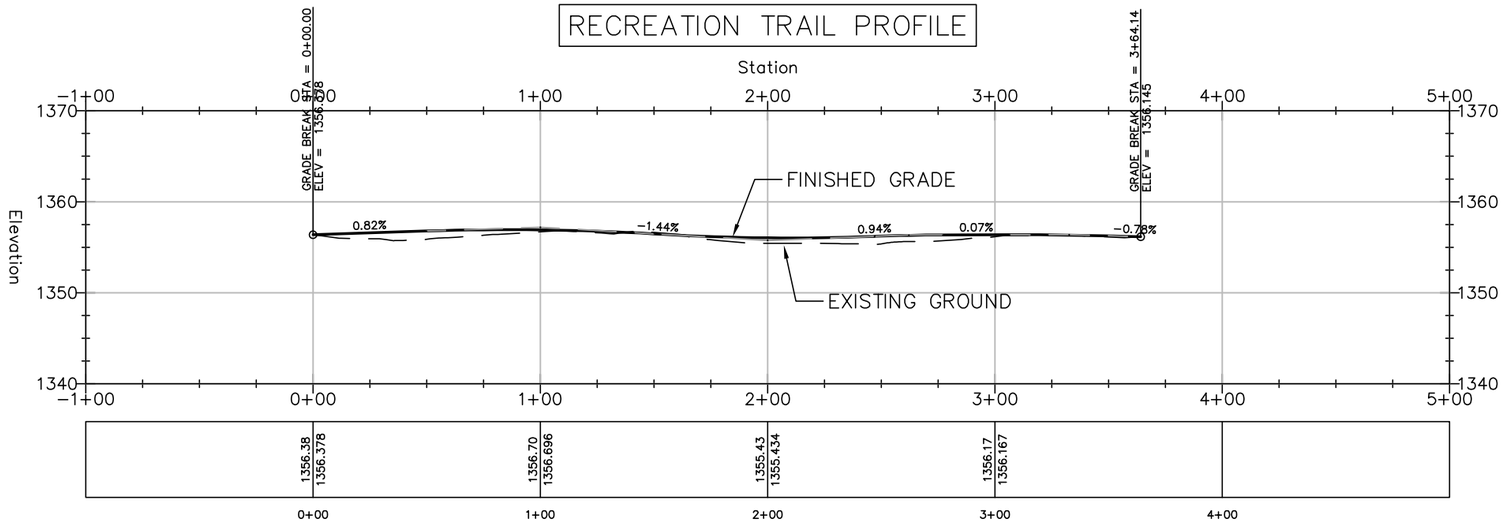
WABANA RECREATION COMPLEX

WABANA TOWNSHIP, MN

SITE GRADING & EROSION CONTROL

SHEET NO.
10 OF 14

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CHECKED BY: AJJ

DATE	REVISIONS	DESCRIPTION

WABANA RECREATION COMPLEX

WABANA TOWNSHIP, MN

SITE GRADING & EROSION CONTROL

SHEET NO.

11 OF 14

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ALL WORK PERFORMED UNDER THE PROVISIONS OF THE SWPPP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS III, IV, AND APPENDIX A OF THE MPCA NPDES PERMIT FOR CONSTRUCTION ACTIVITIES.

PROJECT RESPONSIBILITIES

THE SWPPP DESIGNER IS RESPONSIBLE FOR DESIGN OF THE SWPPP. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTATION OF THE SWPPP AND THE INSTALLATION, INSPECTION, AND MAINTENANCE OF THE EROSION AND SEDIMENT CONTROL BMPS BEFORE AND DURING CONSTRUCTION. THE OWNER IS RESPONSIBLE FOR ENSURING THE CONTRACTOR IS FOLLOWING THE CONSTRUCTION PLANS.

SWPPP DESIGNER:	PROJECT OWNER:	PROJECT CONTRACTOR:	CONSTRUCTION SWPPP MANAGER:
BENCHMARK ENGINEERING, INC.	TOWNSHIP OF WABANA		
JEREMY D. SCHWARZE	GARY OJA, SUPERVISOR		(CONTRACTOR SHALL ADD
8878 MAIN STREET	30980 CLEARWATER RD		REQUIRED CONTACT AND TRAINING
MTN. IRON, MN 55768	GRAND RAPIDS, MN 55744		DOCUMENTATION TO THIS SWPPP)
218-735-8914	218-326-4575		
jeremys@bm-eng.com			

PROJECT DESCRIPTION

PROJECT LOCATION:
30980 CLEARWATER RD, GRAND RAPIDS, MN 55744
SECTION 27 TWP 57 RANGE 25

PROJECT CONSISTS OF VARIOUS REMOVALS AND CONSTRUCTION OF RECREATIONAL TRAIL, TENNIS/PICKLEBALL COURT, RELOCATED HOCKEY RINK, PLAYGROUND AREA, AND OTHER AMENITIES FOR A RECREATION COMPLEX. THE PROJECT IS SCHEDULED TO BEGIN SPRING 2024 AND BE COMPLETED IN PHASES TO BE DETERMINED BASED ON AVAILABLE FUNDING.

PROJECT WILL POTENTIALLY DISTURB APPROXIMATELY FOUR (4) ACRES. THE SITE GENERALLY DIRECTS STORMWATER TO THE ADJACENT COUNTY HIGHWAY DITCH TO THE WEST OR ADJACENT WOODLAND AREAS TO THE NORTH AND EAST. THERE ARE NO SPECIAL OR IMPAIRED WATERS WITHIN ONE MILE OF THE PROJECT AREA.

PROJECT AREA:

TOTAL DISTURBED AREA	= 3.5 ACRES
PRE-CONSTRUCTION IMPERVIOUS AREA	= 33,882 S.F. (0.78 ACRES)
POST-CONSTRUCTION IMPERVIOUS AREA	= 46,706 S.F. (1.08 ACRES)
NET IMPERVIOUS AREA	= 12,824 S.F. (0.29 ACRES)

SITE SOILS INFORMATION

USDA SOIL SURVEY INDICATES THAT EXISTING SOILS FOR THE SITE INCLUDE:

GEOTECHNICAL EVALUATION OR OTHER DATA AVAILABLE?

RECEIVING WATERS INFORMATION

LIST ALL WATERS WITHIN ONE MILE THAT ARE LIKELY TO RECEIVE STORMWATER RUNOFF FROM THE PROJECT SITE BOTH DURING OR AFTER CONSTRUCTION:

WATER BODY ID	NAME	TYPE	SPECIAL	IMPAIRED
ID	NAME	WETLAND, LAKE,	Y/N	Y/N
N/A	N/A	ADJACENT WOODS	N/A	N/A
ADDITIONAL BMPS (IF REQUIRED):				

LOCATION OF SWPPP REQUIREMENTS IN PROJECT PLAN

ADDITIONAL REQUIRED INFORMATION NOT SHOWN ON THE SWPPP SHEETS ARE PROVIDED IN THE PROJECT PLAN.

DESCRIPTION	TITLE	LOCATION
DIRECTION OF FLOW/DRAINAGE AREA	SITE GRADING & EROSION CON.	SHEET 10
AREAS OF PHASED CONSTRUCTION	SITE LAYOUT	SHEET 9
DRAINAGE STRUCTURES	SITE LAYOUT	SHEET 9
EROSION CONTROL PLAN	SITE GRADING & EROSION CON.	SHEET 10
EROSION CONTROL CONSTRUCTION DETAILS	CONSTRUCTION DETAILS	4-7
EROSION CONTROL ITEM QUANTITIES	ESTIMATED QUANTITIES	2-3

AMENDING THE SWPPP

THE PERMITTEE(S) MUST AMEND THE SWPPP AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BMPS, DESIGNED TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER:

A. CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS HAS SIGNIFICANT EFFECT ON DISCHARGE TO SURFACE WATERS OR UNDERGROUND WATERS.:

B. INSPECTIONS OR INVESTIGATIONS BY SITE OPERATORS, LOCAL, STATE, OR FEDERAL INDICATE THE SWPPP IS NOT EFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING THE DISCHARGE OR POLLUTANTS OR THE DISCHARGES ARE CAUSING WATER QUALITY STANDARD EXCEEDANCES

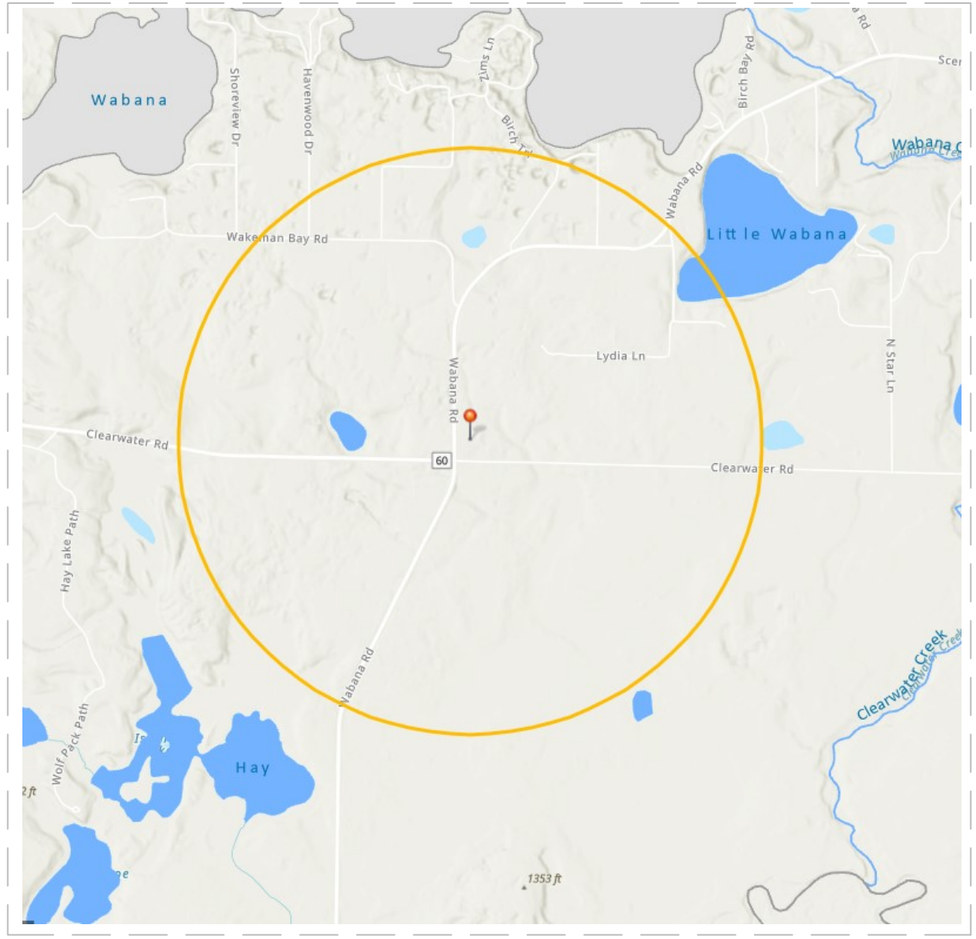
C. THE SWPPP IS NOT ACHIEVING THE GENERAL OBJECTIVES OF MINIMIZING POLLUTANTS IN STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES OR THE SWPPP IS INCONSISTENT WITH TERMS AND CONDITIONS OF THIS PERMIT.

D. IN RESPONSE TO MPCA DETERMINATION OF NON-ATTAINMENT OF ANY APPLICABLE WATER QUALITY STANDARD OR DISCHARGES INTO IMPAIRED WATERS OR TMDLs.

IF IT IS DETERMINED BY THE ENGINEER OR THE CONTRACTOR THAT THE SWPPP NEEDS TO BE AMENDED, IT NEEDS TO BE LISTED BELOW.

AMENDMENT
1.
2.
3.
4.
5.

1-MILE BOUNDARY MAP



BENCHMARK ENGINEERING, INC.

8878 Main Street
P.O. Box 261
Mountain Iron, MN 55768
Phone: 218-735-8914
Fax: 218-735-8923
E-Mail: info@bm-eng.com
Website: www.bm-eng.com

- CIVIL ENGINEERING
- ENVIRONMENTAL ENGINEERING
- LAND SURVEYING
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- LAND DATA BASE MAPPING

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA.

PRELIMINARY NOT FOR CONSTRUCTION

Printed name: Alan J. Johnson

Date: 01/24/24 Lic. No. 48185

PROJECT NO: WT23-02
DATE: NOV 2023
DRAWN BY: JDS
CHECKED BY: AJJ

DATE	REVISIONS	DESCRIPTION

WABANA RECREATION COMPLEX

WABANA TOWNSHIP, MN

SWPPP

SHEET NO.
12 OF 14

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EROSION CONTROL RESPONSIBILITES

CONTRACTOR SHALL REFER TO THE NPDES PERMIT. BELOW IS A SUPPLEMENT TO THE NPDES PERMIT AND THE STRICTER GUIDELINES SHALL BE FOLLOWED.

1. MNDOT SPECS. 2573 STORM WATER MANAGEMENT AND 2575 CONTROLLING EROSION AND ESTABLISHING VEGETATION SHALL APPLY.
2. THE CONTRACTOR IS RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL ON THIS PROJECT. THE CONTRACTOR SHALL PLACE, OR OTHERWISE CONSTRUCT, EROSION CONTROL AND SEDIMENT CONTAINMENT DEVICES TO PREVENT THE RUNOFF, TRACKING OR LOSS OF SEDIMENT FROM DISTURBED AREAS OF THE PROJECT SITE. SEDIMENT AND EROSION CONTROL DEVICES SHALL BE FUNCTIONAL BEFORE LAND IS OTHERWISE DISTURBED ON THE SITE.
3. THE CONTRACTOR SHALL DEVELOP A CHAIN OF RESPONSIBILITY WITH ALL OPERATORS ON THE SITE TO ENSURE THAT THE TEMPORARY AND PERMANENT EROSION CONTROL PROCEDURES ARE IMPLEMENTED AND STAY IN EFFECT UNTIL THE CONSTRUCTION PROJECT IS COMPLETE AND THE SITE IS STABILIZED.
4. THE MAXIMUM DISTURBED SURFACE AREA AT ANY ONE TIME SHALL NOT EXCEED THE CONTRACTOR'S RESOURCES AND ABILITY TO MEET THE FOLLOWING INSPECTION AND MAINTENANCE REQUIREMENTS: THE CONTRACTOR SHALL INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN (7) DAYS AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. THE CONTRACTOR SHALL KEEP A RECORD OF INSPECTIONS AND MAINTENANCE CONDUCTED DURING CONSTRUCTION. THESE RECORDS MUST BE RETAINED IN THE STORM WATER POLLUTION PREVENTION PLAN. RECORDS OF EACH INSPECTION AND MAINTENANCE ACTIVITY SHALL INCLUDE:
   - 4.1. DATE AND TIME OF INSPECTION
   - 4.2. NAME OF PERSON(S) CONDUCTING INSPECTION
   - 4.3. FINDINGS OF INSPECTIONS, INCLUDING RECOMMENDATIONS FOR CORRECTIVE ACTIONS TAKEN
   - 4.4. DATE AND AMOUNT OF RAINFALL EVENTS GREATER THAN 0.5 INCHES IN 24 HOURS
   - 4.5. DOCUMENTATION OF CHANGES MADE TO THE SWPPP. ALL SILT FENCE SHALL BE CLEANED OF SEDIMENT WHEN THE SEDIMENT REACHES 1/3 THE HEIGHT OF THE SILT FENCE. SILT FENCE SHALL FOLLOW, AS CLOSE AS POSSIBLE, A SINGLE CONTOUR.
5. WHERE PARTS OF THE CONSTRUCTION SITE HAVE UNDERGONE FINAL STABILIZATION BUT WORK REMAINS ON OTHER PARTS OF THE SITE, INSPECTIONS MAY BE REDUCED TO ONCE PER MONTH. WHERE WORK HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITION, THE REQUIRED INSPECTIONS AND MAINTENANCE MUST TAKE PLACE AS SOON AS RUNOFF OCCURS AT THE SITE OR PRIOR TO RESUMING CONSTRUCTION, WHICHEVER COMES FIRST.
6. THE CONTRACTOR SHALL KEEP THE INSPECTION AND MAINTENANCE LOGS IN ACCORDANCE WITH NPDES PERMIT PART IV E DURING CONSTRUCTION.
7. THIS SWPPP, ALL PERMITS, ALL INSPECTION AND MAINTENANCE RECORDS AND DESIGN CALCULATIONS WILL BE KEPT BY THE OWNER AFTER CONSTRUCTION FOR NOT LESS THAN THREE YEARS.

TRAINING REQUIREMENTS

INDIVIDUALS WHO MUST BE TRAINED:

1. INDIVIDUALS PREPARING THE SWPPP FOR THE PROJECT.
2. INDIVIDUALS OVERSEEING IMPLEMENTATION OF, REVISING, AND AMENDING THE SWPPP AND PERFORMING INSPECTIONS.
3. INDIVIDUALS PERFORMING OR SUPERVISING THE INSTALLATION, MAINTENANCE, AND REPAIRS OF BMPS. AT LEAST ONE INDIVIDUAL MUST BE TRAINED IN THESE JOB DUTIES.

TRAINING CONTENT: THE CONTENT AND EXTENT OF THE TRAINING MUST BE COMMENSURATE WITH THE INDIVIDUAL'S JOB DUTIES AND RESPONSIBILITIES WITH REGARD TO ACTIVITIES COVERED UNDER THIS PERMIT FOR THE PROJECT. AT LEAST ONE INDIVIDUAL PRESENT ON THE PERMITTED PROJECT SITE (OR AVAILABLE TO THE PROJECT SITE IN 72 HOURS) MUST BE TRAINED IN THE JOB DUTIES DESCRIBED IN PART III.A.S.A.II AND PART III.A.2.A.III.

TRAINING DOCUMENTATION

4. DOCUMENTATION MUST BE IN OR WITH THE SWPPP OR BE AVAILABLE IN 72 HOURS UPON REQUEST.
5. NAMES OF PERSONNEL ASSOCIATED WITH THIS PROJECT THAT ARE REQUIRED TO BE TRAINED PER PART III.A.2.a OF THE PERMIT.
6. DATES OF TRAINING AND NAME OF INSTRUCTOR(S) AND ENTITY PROVIDING TRAINING.
7. CONTENT OF TRAINING COURSE OR WORKSHOP.

CONSTRUCTION NOTES

CONSTRUCTION SHALL BE GOVERNED BY THE MNDOT STANDARD SPECIFICATIONS, STANDARD CONSTRUCTION SPECIFICATIONS AND SPECIAL PROVISIONS, LATEST VERSION.

THE CONTRACTOR SHALL KEEP THE INSPECTION AND MAINTENANCE LOGS IN ACCORDANCE WITH NPDES PERMIT PART IV E DURING CONSTRUCTION.

THIS SWPPP, ALL PERMITS, ALL INSPECTION AND MAINTENANCE RECORDS AND DESIGN CALCULATIONS WILL BE KEPT BY THE OWNER AFTER CONSTRUCTION FOR NOT LESS THAN THREE YEARS.

QUANTITIES AND LOCATIONS OF ALL ITEMS SHOWN ON THE DETAIL SHEETS ARE APPROXIMATE AND WILL BE VERIFIED IN THE FIELD BY THE ENGINEER.

PLAN BID ITEMS SHALL BE USED TO MEET THE REQUIREMENTS OF THE NPDES PERMIT, THE PLAN, AND THE SPECIFICATIONS. NO ADDITIONAL COMPENSATION SHALL BE PAID FOR THE NUMBER OF MOBILIZATIONS REQUIRED OR AREA COVERED DURING SUCH MOBILIZATIONS.

SEDIMENT CONTROL PRACTICES

1. SEDIMENT CONTROL PRACTICES MUST MINIMIZE SEDIMENT FROM ENTERING SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS AND STORM SEWER INLETS.
2. TEMPORARY OR PERMANENT DRAINAGE DITCHES AND SEDIMENT BASINS THAT ARE DESIGNED AS PART OF A SEDIMENT CONTAINMENT SYSTEM (E.G., DITCHES WITH ROCK CHECK DAMS) REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS.
3. IF THE DOWN GRADIENT TREATMENT SYSTEM IS OVERLOADED, ADDITIONAL UPGRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMP'S MUST BE INSTALLED TO ELIMINATE THE OVERLOADING, AND THE SWPPP MUST BE AMENDED TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN PART III.A.4, A. THROUGH C.
4. IN ORDER TO MAINTAIN SHEET FLOW AND MINIMIZE RILL AND/OR GULLIES, THERE SHALL BE NO UNBROKEN SLOPE LENGTH OF GREATER THAN 75 FEET FOR SLOPES WITH A GRADE OF 3:1 OR STEEPER.
5. SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON ALL DOWN GRADIENT PERIMETERS BEFORE ANY UPGRADIENT LAND DISTURBING ACTIVITIES BEGIN. THESES PRACTICES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED IN ACCORDANCE WITH PART IV.G.
6. THE TIMING OF THE INSTALLATION OF SEDIMENT CONTROL PRACTICES MAY BE ADJUSTED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES. ANY SHORT-TERM ACTIVITY MUST BE COMPLETED AS QUICKLY AS POSSIBLE AND THE SEDIMENT CONTROL PRACTICES MUST BE INSTALLED IMMEDIATELY AFTER THE ACTIVITY IS COMPLETED. HOWEVER, SEDIMENT CONTROL PRACTICES MUST BE INSTALLED BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE ACTIVITY IS NOT COMPLETE.
7. ALL STORM DRAIN INLETS MUST BE PROTECTED BY APPROPRIATE BMPS DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED. INLET PROTECTION MAY BE REMOVED FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (STREET FLOODING/FREEZING) HAS BEEN IDENTIFIED AND THE PERMITTEE(S) HAVE RECEIVED WRITTEN CORRESPONDENCE FROM THE JURISDICTIONAL AUTHORITY (E.G. CITY/COUNTY/TOWNSHIP/MNDOT ENGINEER) VERIFYING THE NEED FOR REMOVAL. THE WRITTEN CORRESPONDENCE MUST BE DOCUMENTED IN THE SWPPP OR AVAILABLE WITHIN 72 HOURS UPON REQUEST. WHEN WRITTEN CORRESPONDENCE CAN NOT BE OBTAINED IN A TIMELY MANNER, THE SPECIFIC INLET PROTECTION CAN BE REMOVED TO ALLEVIATE THE IMMEDIATE SAFETY CONCERN. HOWEVER, EFFORTS TO OBTAIN WRITTEN CORRESPONDENCE MUST BE DOCUMENTED IN THE SWPPP AND AVAILABLE WITHIN 72 HOURS UPON REQUEST. PERMISSION TO REMOVE THE INLET PROTECTION BASED ON A SPECIFIC SAFETY CONCERN MUST STILL BE OBTAINED FROM THE JURISDICTIONAL AUTHORITY WITHIN 30 DAYS OF REMOVAL.
8. TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AND CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.
9. VEHICLE TRACKING OF SEDIMENT FROM THE CONSTRUCTION SITE (OR ONTO STREETS WITHIN THE SITE) MUST BE MINIMIZED BY BMPS SUCH AS STONE PADS, CONCRETE OR STEEL WASH RACKS, OR EQUIVALENT SYSTEMS. STREET SWEEPING MUST BE USED IF SUCH BMPS ARE NOT ADEQUATE TO PREVENT SEDIMENT FROM BEING TRACKED ONTO THE STREET (SEE PART IV.E.4.C).

DEWATERING AND BASIN DRAINING

1. DEWATERING AND BASIN DRAINING (E.G., PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) RELATED TO THE CONSTRUCTION ACTIVITY THAT MAY HAVE TURBID OR SEDIMENT LADEN DISCHARGE WATER MUST BE DISCHARGED TO A TEMPORARY OR PERMANENT SEDIMENTATION BASIN ON THE PROJECT SITE WHENEVER POSSIBLE.
2. DISCHARGE FROM THE TEMPORARY OR PERMANENT SEDIMENTATION BASIN MUST BE VISUALLY CHECKED TO ENSURE ADEQUATE TREATMENT IS OBTAINED IN THE BASIN SO THAT NUISANCE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2) WILL NOT RESULT FROM THE DISCHARGE.
3. IF THE WATER CANNOT BE DISCHARGED TO A SEDIMENTATION BASIN PRIOR TO ENTERING THE SURFACE WATER, IT MUST BE TREATED WITH THE APPROPRIATE BMPS SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE RECEIVING WATER OR DOWNSTREAM LANDOWNERS.
4. THE PERMITTEE(S) MUST ENSURE THAT DISCHARGE POINTS ARE ADEQUATELY PROTECTED FROM EROSION AND SCOUR. THE DISCHARGE MUST BE DISPERSED OVER NATURAL ROCK RIPRAP, SAND BAGS, PLASTIC SHEETING, OR OTHER ACCEPTED ENERGY DISSIPATION MEASURES.
5. ADEQUATE SEDIMENTATION CONTROL MEASURES ARE REQUIRED FOR DISCHARGE WATER THAT CONTAINS SUSPENDED SOLIDS.
6. ALL WATER FROM DEWATERING OR BASIN DRAINING ACTIVITIES MUST BE DISCHARGED IN A MANNER THAT DOES NOT CAUSE NUISANCE CONDITIONS, EROSION IN RECEIVING CHANNELS OR ON DOWNSLOPE PROPERTIES, OR INUNDATION IN WETLANDS CAUSING SIGNIFICANT ADVERSE IMPACT TO THE WETLAND.

TIMING OF BMP INSTALLATION

THE EROSION AND SEDIMENTATION CONTROL BMPS SHALL BE INSTALLED AS NECESSARY TO MINIMIZE EROSION FROM DISTURBED SURFACES AND CAPTURE SEDIMENT ON SITE AND SHALL MEET THE NPDES PERMIT PART IV CONSTRUCTION ACTIVITY REQUIREMENTS. SEE EROSION CONTROL SHEETS FOR TIMING OF AREA SPECIFIC INSTALLATION.

1. THE PERMITTEE(S) MUST PLAN FOR AND IMPLEMENT APPROPRIATE CONSTRUCTION PHASING, VEGETATIVE BUFFER STRIPS, HORIZONTAL SLOPE GRADING, AND OTHER CONSTRUCTION PRACTICES THAT MINIMIZE EROSION, SO THAT THE INSPECTION AND MAINTENANCE REQUIREMENTS OF PART IV.E. ARE COMPLIED WITH. THE LOCATION OF AREAS NOT TO BE DISTURBED MUST BE DELINEATED (E.G. WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC.) ON THE DEVELOPMENT SITE BEFORE WORK BEGINS.
2. ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT IN NO CASE LATER THAN 7 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS (E.G., CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES) AND THE CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES ARE EXEMPT FROM THIS REQUIREMENT BUT MUST COMPLY WITH PART IV.C.5.
3. THE NORMAL WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE THAT DRAINS WATER FROM ANY PORTION OF THE CONSTRUCTION SITE, OR DIVERTS WATER AROUND THE SITE, MUST BE STABILIZED WITHIN 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE INTO ANY SURFACE WATER. STABILIZATION OF THE LAST 200 LINEAL FEET MUST BE COMPLETED WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER.
4. STABILIZATION OF THE REMAINING PORTIONS OF ANY TEMPORARY OR PERMANENT DITCHES OR SWALES MUST BE COMPLETE WITHIN 14 DAYS AFTER CONNECTING TO A SURFACE WATER AND CONSTRUCTION IN THAT PORTION OF THE DITCH HAS TEMPORARILY OR PERMANENTLY CEASED.
5. TEMPORARY OR PERMANENT DITCHES OR SWALES THAT ARE BEING USED AS A SEDIMENT CONTAINMENT SYSTEM (WITH PROPERLY DESIGNED ROCK DITCH CHECKS, BIO ROLLS, SILT DIKES ETC.) DO NOT NEED TO BE STABILIZED. THESE AREAS MUST BE STABILIZED WITHIN 24 HOURS AFTER NO LONGER BEING USED AS A SEDIMENT CONTAINMENT SYSTEM.
6. SEDIMENT PONDS SHALL BE CONSTRUCTED AND STABILIZED DURING ROAD/DITCH GRADING. RIPRAP AND TURF ESTABLISHMENT FOR SEDIMENT PONDS SHALL BE COMPLETED WITHIN 24 HOURS OF NO LONGER BEING USED AS A TEMPORARY SEDIMENT CONTAINMENT SYSTEM.
7. PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.
8. THE CONTRACTOR SHALL PROVIDE TEMPORARY EROSION PROTECTION OR PERMANENT COVER NO LATER THAN NOVEMBER 1ST ON ALL SLOPES 1:3 OR STEEPER WITH EXPOSED SOIL AREAS, REGARDLESS OF THE STABILIZATION REQUIREMENTS LISTED.
9. THE CONTRACTOR SHALL MAINTAIN THE SEDIMENT AND EROSION CONTROL MEASURES IDENTIFIED ON THE PLAN UNTIL THE SITE IS STABILIZED. ALL NONFUNCTIONAL DEVICES SHALL BE REPAIRED OR REPLACED WITH NO ADDITIONAL COMPENSATION THEREFORE.
10. AFTER FINAL STABILIZATION (70% COVER), ALL SILT FENCE SHALL BE REMOVED FROM THE PROJECT.

TEMPORARY TURF ESTABLISHMENT/STABLIZATION

FOR TEMPORARY TURF ESTABLISHMENT, SEED MIXTURE ___ SHALL BE PLACED AT ___ LBS PER ACRE PRIOR TO MULCHING IN AREAS EXPECTED TO LIE UNWORKED FOR MORE THAN 3 MONTHS.

PLACE FERTILIZER TYPE ___, ANALYSIS ___ AT ___ LBS PER ACRE PRIOR TO SEED PLACEMENT AND TILL AS REQUIRED TO 3 INCH MINIMUM DEPTH.

TEMPORARY TURF ESTABLISHMENT ITEMS ARE INCIDENTAL TO THE COST OF CONSTRUCTION AND ARE NOT LISTED IN THE PROJECT QUANTITIES.

PERMANENT EROSION CONTROL/FINAL STABLIZATION

PERMANENT TURF ESTABLISHMENT (70% COVER) ON ALL DISTURBED AREAS THAT ARE NOT STORAGE OR OPERATIONAL AREAS SHALL BE IN ACCORDANCE WITH THE TURF ESTABLISHMENT SPECIFICATIONS FOR THE PROJECT. SEED, FERTILIZER, AND MULCH TYPES AND QUANTITIES ARE PROVIDED IN THE PROJECT PLANS.

DITCHES, SWALES, AND SEDIMENT BASINS SHALL BE CLEAN OF SEDIMENT. ALL PERMANENT TREATMENT SYSTEMS SHALL MEET THE REQUIREMENTS OF PART III, C. ANY TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED.

TMDL IMPLEMENTATION PLANS CONTAINING STORM WATER REQUIREMENTS

NO TMDL IMPLEMENTATION PLANS CURRENTLY EXIST FOR THE RECEIVING WATERS ON THIS PROJECT.

KARST, DRINKING WATER MANAGEMEN, AND CALCAREOUS FEN REQUIRING STORM WATER REQUIREMENTS

THERE ARE NO ADDITIONAL REQUIREMENTS FOR KARST AREAS, DRINKING WATER MANAGEMENT AREAS, OR CALCAREOUS FEN ON THIS PROJECT.

BENCHMARK ENGINEERING, INC.

8878 Main Street
P.O. Box 261
Mountain Iron, MN 55768
Phone: 218-735-8914
Fax: 218-735-8923
E-Mail: info@bm-eng.com
Website: www.bm-eng.com

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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA.

PRELIMINARY - NOT FOR CONSTRUCTION

Alan J. Johnson

Printed name: Alan J. Johnson

Date: 01/24/24 Lic. No. 48185

PROJECT NO: WT23-02
DATE: NOV 2023
DRAWN BY: JDS
CHECKED BY: AJJ

DATE	REVISIONS	DESCRIPTION

WABANA RECREATION COMPLEX

WABANA TOWNSHIP, MN

SWPPP

SHEET NO.

13 OF 14

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CONSTRUCTION PRACTICES TO MINIMIZE STORM WATER CONTAMINATION

TO PREVENT STORM WATER CONTAMINATION FROM OCCURRING, THE FOLLOWING BMPS WILL BE IMPLEMENTED:

1. ALL AREAS THAT ARE ROUGH GRADED MUST BE KEPT IN A SMOOTH CONDITION TO ALLOW SHEET FLOW OF STORM WATER WHERE EVER PRACTICAL AND ALWAYS READY FOR SURFACE APPLICATION OF DEGRADABLE OR NON-DEGRADABLE BLANKETS, MULCH, OR OTHER PROTECTIVE COVERS.
2. A STABILIZED CONSTRUCTION ENTRANCE/EXIT WILL BE CONSTRUCTED TO REDUCE VEHICLE TRACKING OF SEDIMENTS OF THE PROJECT RIGHT OF WAY.
3. ALL NON-HAZARDOUS WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER OR OTHER APPROVED CONTAINMENT METHOD AT THE END OF EACH DAY. ANY ALTERNATIVE TO A METAL DUMPSTER MUST BE SUBMITTED IN WRITING FOR APPROVAL BY THE PROJECT ENGINEER. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED AS NECESSARY TO FUNCTION AS INTENDED FOR DEBRIS COLLECTION. NO CONSTRUCTION MATERIALS WILL BE BURIED ON-SITE. THE CONTRACTOR'S EROSION CONTROL SUPERVISOR WILL INSTRUCT ALL PERSONNEL REGARDING THE CORRECT PROCEDURE FOR DISPOSAL.
4. A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR WILL COLLECT ALL SANITARY WASTE FROM THE PORTABLE UNITS AT A RATE NECESSARY TO MAINTAIN DESIGNED FUNCTION.
5. ALL VEHICLES ON SITE WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE.
6. FERTILIZERS WILL BE STORED IN A COVERED SHED AND PARTIALLY USED BAGS WILL BE TRANSFERRED TO A SEALABLE BIN TO REDUCE THE CHANCE OF SPILLAGE.
7. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS, WHICH ARE CLEARLY LABELED.
8. SPILL KITS WILL BE INCLUDED WITH ALL FUELING SOURCES AND MAINTENANCE ACTIVITIES. SECONDARY CONTAINMENT MEASURES WILL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR.
9. ANY ASPHALT SUBSTANCES USED ON SITE WILL BE APPLIED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
10. ALL PAINT CONTAINERS AND CURING COMPOUNDS WILL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT WILL NOT BE DISCHARGED TO THE STORM WATER SYSTEM BUT WILL BE PROPERLY DISPOSED ACCORDING TO MANUFACTURER'S INSTRUCTION.
11. MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEAN-UP WILL BE KEPT IN AN ENCLOSED TRAILER OR SHED ON SITE. EQUIPMENT WILL INCLUDE, BUT NOT LIMITED TO, BROOMS, MOPS, DUST PANS, RAGS, GLOVES, GOGGLES, ABSORBENT (KITTY LITTER), OIL ABSORBENT BOOMS AND DIAPERS, AND BUCKETS.
12. ALL SPILLS WILL BE CONTAINED AND CLEANED UP IMMEDIATELY UPON DISCOVERY. SPILLS LARGE ENOUGH TO REACH THE STORM WATER CONVEYANCE SYSTEM WILL BE REPORTED TO THE MINNESOTA DUTY OFFICER AT 1-800-422-0798.
13. CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE, UNLESS DONE IN AN ENGINEERED CONTAINMENT SYSTEM. THE ENGINEERED SYSTEM MUST INCLUDE SITE DRAWINGS FOR THE PROJECT FILE AND WRITTEN ASSURANCE THAT THE SYSTEM WILL WORK AS DESIGNED AND LEAVE NO DISCHARGE OF CONCRETE OR CONCRETE RESIDUE POTENTIAL TO WATERS OF THE STATE DURING A MINIMUM OF A 100 YEAR STORM EVENT.
14. FORM RELEASE OIL USED FOR CONCRETE WORK MUST BE APPLIED OVER A PALLET CONTAINING ABSORBENT TO COLLECT EXCESS LIQUID. THE ABSORBENT MATERIAL WILL BE REPLACED AND PROPERLY DISPOSED WHEN SATURATED.
15. DISCHARGES FROM BASIN DEWATERING OPERATIONS THAT ARE TURBID OR SEDIMENT LADEN SHALL BE DISCHARGED TO TEMPORARY SEDIMENT BASINS CONSTRUCTED ON THE SITE TO PROVIDE TREATMENT PRIOR TO DISCHARGE TO A WATER OF THE STATE. IF BASINS ARE NOT FEASIBLE, DISCHARGES WILL BE DISPERSED OVER NATURAL ROCK RIPRAP, SHEETING, PLASTIC OR OTHER ENERGY DISSIPATION MEASURES.

SIGNIFICANT MATERIALS INVENTORY

POLLUTANTS THAT RESULT FROM CLEARING, GRADING, EXCAVATION, BRIDGE AND ROAD BUILDING AND HAVE THE POTENTIAL TO BE PRESENT ARE LISTED IN THE FOLLOWING TABLE. THIS TABLE INCLUDES INFORMATION REGARDING THE MATERIAL TYPE, CHEMICAL AND PHYSICAL DESCRIPTION, AND THE SPECIFIC REGULATED STORM WATER POLLUTANTS ASSOCIATED WITH EACH MATERIAL.

MATERIAL/ CHEMICAL	PHYSICAL DESCRIPTION	STORMWATER POLLUTANTS	LOCATION	MANAGEMENT PRACTICE
PESTICIDES	VARIOUS COLORED COLORLESS LIQUID, AEROSOLS, POWDERS, PELLETS OR GRAINS	CHLORINATED HYDROCARBONS, ORGANOPHOSPHATES, CARBAMATES, ARSENIC	HERBICIDES FOR BRUSH AND WEED CONTROL	USE OF CERTIFIED APPLICATOR AND PROPER STORAGE AND CONTAINER DISPOSAL
PERMANENT FERTILIZER	LIQUIDS OR SOLID GRAINS	NITROGEN, PHOSPHOROUS, POTASSIUM	NEWLY SEEDED AREAS	MINIMIZE PHOSPHATES, APPLY APPROPRIATE RATES
TEMPORARY FERTILIZER	LIQUIDS OR SOLID GRAINS	NITROGEN, PHOSPHOROUS, POTASSIUM	RAPID STABILIZATION AREAS, STOCKPILES	MANAGED APPLICATION, QUICK GROWTH PLANTING
CLEANING SOLVENTS	COLORLESS, BLUE OR YELLOW GREEN LIQUIDS	PERCHLOROETHYLENE, METHYLENE, CHLORIDE, TRICLOROETHYLENE, PETROLEUM DISTILLATES	CONCRETE PREP AND CLEANING STORAGE AREAS	NO EQUIPMENT CLEANING IN PROJECT AREA PROPER STORAGE SPILL KITS
ASPHALT	BLACK SOLID	OIL, PETROLEUM DISTILLATES	HIGHWAY SURFACING	EXCESS MATERIAL REMOVED FROM PROJECT AREA
CONCRETE	WHITE SOLID	LIMESTONE, SAND	BRIDGE CONSTRUCTION	DESIGNATED WASH AREAS
GLUE, ADHESIVES	WHITE OR YELLOW LIQUID	POLYMERS, EPOXIES	EXPANSION JOINTS	EMPTY CONTAINER MANAGEMENT
PAINTS	VARIOUS COLORED LIQUID	METAL OXIDES, STODDARD SOLVENT, TALC, CALCIUM CARBONATE, LEAD, ARSENIC	BRIDGE RAILS, SIGNPOSTS, STORAGE	EMPTY CONTAINER MANAGEMENT
CURING COMPOUNDS	CREAMY WHITE LIQUID	NAPHTHA	BRIDGE	EMPTY CONTAINER MANAGEMENT
WOOD PRESERVATIVES	CLEAR, AMBER, OR DARK BROWN LIQUID	STODDARD SOLVENT, PETROLEUM, DISTILLATES, ARSENIC, COPPER, CHROMIUM	TIMBER BEAMS, SIGN POSTS, GUARDRAIL POSTS, STORAGE AREAS	FOLLOW MANUFACTURERS GUIDELINES
HYDRAULIC OILS	BROWN, RED OR OTHER COLORS, OILY	PETROLEUM AND ADDITIVES	RANDOM LEAKS	PREVENTIVE MAINTENANCE, INSPECTIONS, SPILL KITS ON SITE
GASOLINE	COLORLESS, PALE BROWN OR PINK	PETROLEUM HYDROCARBONS, BENZENE, ETHYL BENZENE, TOLUENE, XYLENE, MTBE	VEHICLES STORAGE	SECONDARY CONTAINMENT PREVENTATIVE MAINTENANCE, INSPECTIONS, SPILL KITS ON SITE
DIESEL FUEL	CLEAR, BLUE GREEN, OR YELLOW LIQUID	PETROLEUM DISTILLATE, OIL, NAPHTHALENE, XYLENE	VEHICLES, STORAGE	SECONDARY CONTAINMENT PREVENTATIVE MAINTENANCE, INSPECTIONS, SPILL KITS ON SITE
ANTIFREEZE, COOLANT	CLEAR, GREEN/YELLOW LIQUID	ETHYLENE GLYCOL, PROPYLENE GLYCOL	RANDOM LEAKS	PREVENTIVE MAINTENANCE, INSPECTIONS, SPILL KITS ON SITE

BENCHMARK ENGINEERING, INC.

8878 Main Street
P.O. Box 261
Mountain Iron, MN 55768
Phone: 218-735-8914
Fax: 218-735-8923
E-Mail: info@bm-eng.com
Website: www.bm-eng.com

- CIVIL ENGINEERING
- ENVIRONMENTAL ENGINEERING
- LAND SURVEYING
- PLANNING
- MINING
- LAND DATA BASE MAPPING

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA.

PRELIMINARY NOT FOR CONSTRUCTION

Signature: Alan J. Johnson

Printed name: Alan J. Johnson

Date: 01/24/24 Lic. No. 48185

PROJECT NO: WT23-02

DATE: NOV 2023

DRAWN BY: JDS

CHECKED BY: AJJ

DATE	REVISIONS	DESCRIPTION

WABANA RECREATION COMPLEX

WABANA TOWNSHIP, MN

SWPPP

SHEET NO.

14 OF 14

Plotted By: Lauren L:\Land Projects\WT23-02 Recreation Site Improvements\Drawings\WT23-02_SWPPP.dwg Jan 24, 2024 - 1:35pm

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-69

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Gail Guck

AGENDA ITEM:
Commissioner Warrants

BOARD ACTION REQUESTED:
Approve Commissioner Warrants with a check date of March 1, 2024, in the amount of $907,157.76.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3492

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Gail Guck

AGENDA ITEM:
Employee Expense Report Approval

BOARD ACTION REQUESTED:
Approve employee expense reimbursement for expenses submitted over 60 days from when they were incurred.

BACKGROUND:
Based on County policy, these expenses must be approved by the County Board.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Smith Expenses

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-70

DEPARTMENT: Health & Human Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Christine Krebs

AGENDA ITEM:
ICHHS Warrants

BOARD ACTION REQUESTED:
Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for February 2024, in the amount of $930,569.83

BACKGROUND:
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. ICHHS Warrants - February 2024

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

ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744
Hearing Impaired Number TDD: 218-327-5549
218-327-2941
Visit us at : www.co.itasca.mn.us

February 2024

Income Maint/Admin Payments	$	126,253.48
Social Services - Waivers	$	8,000.31
Social Services - Non-Waivers	$	373,672.95
Foster Care/Out of Home/FamilySupport	$	392,553.96
Relative Custody/Preventive Placement Costs/Incidentals	$	8,425.65
Public Health	$	14,597.28
Community Health Board	$	7,066.20
Total	$	930,569.83

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

February 2024
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison

	Actual 2024	Actual 2023	Actual 2022	Actual 2021 (COVID Yr)	Actual 2020
January	358,655.03	481,711.66	433,150.76	375,450.87	459,792.92
February	392,553.96	553,117.21	348,631.48	276,036.33	591,619.05
March		549,963.91	390,198.68	470,336.10	503,054.15
April		519,051.04	552,814.60	327,746.28	447,083.94
May		438,535.58	487,698.28	435,540.15	533,038.47
June		563,762.89	585,853.92	453,742.31	382,221.73
July		429,881.33	400,212.87	295,647.79	361,553.69
August		482,732.73	484,467.08	406,809.83	324,126.58
September		397,517.32	499,454.00	351,501.34	388,223.65
October		445,148.34	596,946.77	253,884.89	482,584.01
November		510,070.44	361,433.79	424,163.31	397,425.90
December		383,715.02	510,726.16	280,089.95	351,799.88
Total	751,208.99	5,755,207.47	5,651,588.39	4,350,949.15	5,222,523.97

Child Protection Statistics

	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	49	24	49%	8	33%
February	35	17	49%	11	65%
March			#DIV/0!		#DIV/0!
April			#DIV/0!		#DIV/0!
May			#DIV/0!		#DIV/0!
June			#DIV/0!		#DIV/0!
July			#DIV/0!		#DIV/0!
August			#DIV/0!		#DIV/0!
September			#DIV/0!		#DIV/0!
October			#DIV/0!		#DIV/0!
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
	84	41	49%	19	46%
			average		average
2023	510	275	56%	84	32%
2022	605	300	50%	96	33%
2021 (COVID Yr)	522	343	67%	95	28%
2020	573	326	56%	97	33%

February 2024

Out of Home Placement Payments by Vendor

		Rate		Invoices Paid
Northwestern MN Juvenile	-	$200-$340/day		$ 81,352
North Homes	-	$175 - $365/day		$ 43,325
Snyders/Foundation for Life	-	$122/day		$ 26,600
Northstar	-	$128/day		$ 17,800
Mille Lacs Academy	-	$525/day		$ 16,817
Little Sand Group Home	-	$366/day		$ 11,352
New Trails Group Home	-	$242/day		$ 9,673
Anoka County Juvenile Center	-	$226 - $282/day		$ 9,585
Northwood	-	$294-$331/day		$ 9,326
Lighthouse	-	$128/day		$ 6,200
Lutheran Social Services	-	$148-$194/day		$ 6,151
Arrowhead Juvenile Center	-	$250/day		$ -
Crow Wing Community Serv	-	$295/day		$ -
Dakota County Juvenile Serv	-	$325 - $340/day		$ -
Evergreen Shelter	-			$ -
Go Forward Group Home	-	$245/day		$ -
Heartland Girls Ranch	-	$249 - $316/day		$ -
Kidspeace Corp	-	$266/day		$ -
Kindred Family Focus	-			$ -
MCF - Redwing	-	$260/day		$ -
MN Dept of Corrections	-	$269/day		$ -
Pathfinders Children Treat	-	$106/day		$ -
Peace House	-	$115/day		$ -
Port Group Homes	-	$269/day		$ -
Prairie Lakes Youth Program	-	$209 - $239/day		$ -
Serenity Christian Homes	-	$256.69/day		$ -
St Cloud Children's Home	-	$221/day		$ -
The Bridge Residential Facility	-	$250/day		$ -
Village Ranch	-	$175 - $231/day		$ -
Volunteers of America	-			$ -
West Central Juvenile Center	-	$334/day		$ -
Woodland Hills	-	$152 - $331/day		$ -
Individuals*	-	$21 - $121/day		$ 154,373
Total				**$ 392,554**

*Individuals : Includes Foster Care & Family Support Programs

February 2024
North Homes & Northwestern Placement Breakdown

North Homes

	Assessment Evaluation	Shelter	Hawkins Home	Boys & Girls Programs	Cottage	Foster	Total
Jan	7,263.05	410.02	10,147.20	23,958.48	16,943.96	5,869.85	64,592.56
Feb	-	6,396.26	10,485.44	19,965.40	-	6,478.07	43,325.17
Mar							-
Apr							-
May							-
Jun							-
Jul							-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	7,263.05	6,806.28	20,632.64	43,923.88	16,943.96	12,347.92	107,917.73

Northwestern

		Residential	Non-Secure Detention	Secure Detention	Satellite Homes		Total
Jan		32,457.27	9,570.00	17,100.00	6,939.57		66,066.84
Feb		31,820.43	20,860.00	9,240.00	19,431.57		81,352.00
Mar							-
Apr							-
May							-
Jun							-
Jul							-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	-	64,277.70	30,430.00	26,340.00	26,371.14	-	147,418.84

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-141

DEPARTMENT: Health & Human Services
TIME REQUESTED: 5 Minutes
PRESENTER: Sarah Anderson

AGENDA ITEM:
County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:
Receive County Based Purchasing (IMCare) Division Update/Presentation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. MACHP - Itasca Update FINAL 2-27-24
2. MN CBP Plans map

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**



County Administered Rural Medical Assistance (CARMA) Update

Steve Gottwalt, MACHP ED

February 27, 2024 | Itasca County Board

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MINNESOTA ASSOCIATION OF County Health Plans

CARMA Bill: SF3372 / HF3533

- **2024 Bill:** Legislative authorization, direction and some funding for the DHS Commissioner to work with AMC and CBP plans to develop the CARMA model and bring it back to the Legislature in 2025.
- **Chief Authors:**
  Rep. Peter Fischer and Sen. John Hoffman; many GOP co-authors
- **Governor's Office:** Good discussions; potential inclusion in the Governor's Supplemental Budget

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CARMA Bill: SF3372 / HF3533

- **Sect. 1** – Commissioner of DHS to collaborate with the Association of Minnesota Counties (AMC) and county-based purchasing (CBP) plans in developing the CARMA model
  - **Subd. 1** – CARMA model designed to:
    1) provide a distinct, county-owned and administered alternative to traditional Prepaid Medical Assistance Program (PMAP)
    2) facilitate greater integration of health care and social services to address SDOH in rural communities
    3) better account for smaller numbers of enrollees and of locally available behavioral health, oral health, specialty and tertiary (hospital) care, non-emergency medical transportation (NEMT), and other health care services in rural communities
    4) promote greater accountability for health outcomes, health equity, customer service, community outreach and cost of care

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CARMA Bill: SF3372 / HF3533

- **Subd. 2** – Each rural county will have the option of applying to participate in the CARMA model, with the Commissioner of DHS determining whether and how a county can participate
- **Subd. 3** – Commissioner of DHS must report back to the Legislature in 2025 with a plan for implementing CARMA, including model legislation and any clarifications or waivers needed from (federal) CMS

- **Sect. 2** – Small appropriation to cover costs of developing the CARMA model

Bill Status:

HF3533 - **Passed** the House HS Policy Committee 2/19

SF3372 - Scheduling a hearing in the Senate HHS Committee

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CARMA Work Group

- **DHS** Commissioner, Assistant Commissioner for Health Care, Medicaid Director and key DHS staff
- **Association of Minnesota Counties** (AMC) Executive Director and HHS Policy staff
- **CBP plans** CEOs and key staff (Sarah Anderson and Kim Huffman for Itasca Medical Care);
  MACHP (Steve Gottwalt)
- **2022 Procurement Mediation Panelists** (all three)

CARMA Work Group History

- **Aug-Sept 2022 –** Procurement Mediation Panel recommends developing CARMA; DHS Commissioner Harpstead voluntarily publishes the CARMA proposal
- **Feb 2023 –** First CARMA Work Group meeting among CBP plans, Assoc. of MN Counties, DHS Commissioner Harpstead and key DHS staff

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CARMA Work Group History

- **April 2023 –** General agreement that the CARMA proposal is a “sound starting point”
- **July 2023 –** General agreement on more than 20 points for the CARMA model
- **Aug-Dec 2023 –** Discussions with the Governor’s Office about CARMA
- **Jan 2024** – Agreement on CARMA bill language

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CARMA Benefits

In addition to ending legal battles over current state law:

- **Improve outcomes** for rural enrollees by leveraging local government infrastructure, capacity, responsiveness and accountability
- **Restore original legislative intent** of creating an alternative to PMAP for counties (and end legal battles over current state CBP law)
- **Create new opportunities** for DHS, counties, providers, and enrollees to innovate/co-create
- **Enhance budget stability** for DHS and counties
- **Foster rural-specific** systems, innovation and responsiveness while mitigating risk of small populations

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CARMA Next Steps

- **Pass 2024 CARMA bill**
- **Minnesota Supreme Court** ruling on existing CBP law, probably September, 2024
- **Work Group develops details** of CARMA by end of 2024
- **2025 CARMA bill:** Legislation detailing and authorizing the CARMA model and implementation for rural counties.

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County Health Plans

Thank you!

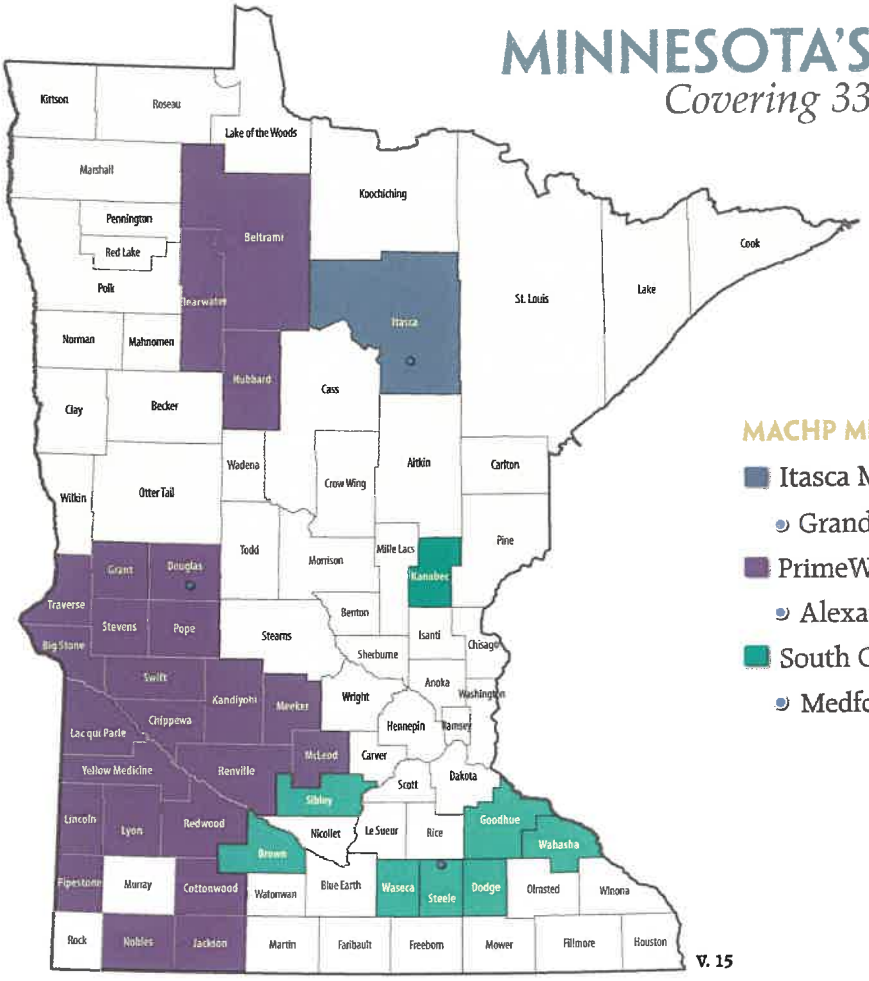
Steve Gottwalt
Executive Director
steve@MACHP.org
952-923-5265

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MINNESOTA ASSOCIATION OF
County Health Plans
www.machp.org

The Minnesota Association of County Health Plans (MACHP) is an alliance of County-Based Purchasing (CBP) plans serving **more than 90,000 members** enrolled in Minnesota Health Care Programs (MHCP) each month across **33 counties**. Minnesota legislators wrote CBP into state law in the 1990s—a distinct and unique model, owned and operated by the counties they serve. CBP empowers participating counties to exercise local decision-making, self-determination, and community-specific innovation toward improving individual health, population health, and health equity, while reducing health care costs. The result is better health outcomes and quality of life for residents enrolled in MHCP.

MINNESOTA'S CBP PLANS
Covering 33 counties



V. 15

MACHP MEMBERS – ACTIVE CBP

- Itasca Medical Care
  - Grand Rapids
- PrimeWest Health
  - Alexandria
- South Country Health Alliance
  - Medford

Itasca Medical Care
Headquartered in Grand Rapids and owned and governed by Itasca County. Serves over 8,700 MHCP enrollees.

PrimeWest Health
Headquartered in Alexandria and owned and governed by 24 counties. Serves over 54,100 MHCP enrollees.

South Country Health Alliance
Headquartered in Medford and owned and governed by 8 counties. Serves over 27,500 MHCP enrollees.

MINNESOTA ASSOCIATION OF
County Health Plans
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COUNTIES CAN!

SF3372 / HF3533 COUNTY-ADMINISTERED RURAL MEDICAL ASSISTANCE (CARMA): THE NEXT STEP IN COUNTY-BASED PUBLIC PROGRAMS SOLUTIONS

Minnesota's three County-Based Purchasing (CBP) health plans, owned and operated by the 33 counties they serve, developed this proposal in collaboration with the Association of Minnesota Counties (AMC) and the Department of Human Services (DHS). For more than 40 years, county-based plans have successfully administered Medical Assistance (MA) benefits, bringing added value by integrating care with county public health, social services and other services, delivering dependable access and improving outcomes, partnering with local providers, applying local innovation and accountability, and reinvesting in rural communities. **This proposal is an opportunity to achieve the next step in rural, county-based solutions for Minnesota Health Care Programs (MHCP) enrollees.**

- Advancing the results of close collaboration and agreement between counties and DHS
- **2024** legislation authorizing, directing and supporting development of CARMA, and requiring a detailed **2025** proposal for implementing the CARMA model, including model legislation
- Exploring opportunities to move beyond traditional public programs procurement to a risk-sharing model that partners more closely with rural counties, addressing rural needs
- Leveraging local, county-based and community resource integration potential, accountability, transparency, innovation, responsiveness, reinvestment, access, outcomes, and cost-effectiveness
- Enabling greater integration of county social services, public health, and other services to better address Social Determinants Of Health (SDOH)
- Building on the 40+ years success of County-Based Purchasing (CBP) plans across rural Minnesota
- Embracing bi-partisan/non-partisan support for local, county-based health care solutions in rural areas
- Providing rural counties that can demonstrate the capability and capacity to administer CARMA the ability to choose between traditional PMAP and CARMA
- Promoting accountability and transparency without undue administrative burdens that detract from care delivery

CARMA BILL SUMMARY:

- **Sect. 1** – Commissioner of DHS to collaborate with the Association of Minnesota Counties (AMC) and county-based purchasing (CBP) plans in developing the CARMA model
- **Subd. 1** – CARMA model designed to:
  1) provide a distinct, county-owned and administered alternative to traditional Prepaid Medical Assistance Program (PMAP)
  2) facilitate greater integration of health care and social services to address SDOH in rural communities
  3) better account for smaller numbers of enrollees and of locally available behavioral health, oral health, specialty and tertiary (hospital) care, non-emergency medical transportation (NEMT), and other health care services in rural communities
  4) promote greater accountability for health outcomes, health equity, customer service, community outreach and cost of care
- **Subd. 2** – Each rural county will have the option of applying to participate in the CARMA model, with the Commissioner of DHS determining whether and how a county can participate
- **Subd. 3** – Commissioner of DHS must report back to the Legislature in 2025 with a plan for implementing CARMA, including model legislation and any clarifications or waivers needed from (federal) CMS
- **Sect. 2** – Small appropriation to cover costs of developing the CARMA model

CONTACT: Steve Gottwalt | steve@MACHP.org | 952-923-5265

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 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

Motion To: Approve Upper Mississippi Headwaters (UMHW) Watershed Based 2022-23 amended workplan/budget and 2024-25 workplan/budget.

RESULT:	**APPROVED (3 TO 1)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Terry Snyder, John Johnson, Casey Venema
NAYS:	Burl Ives
ABSENT:	Cory Smith

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

Agriculture Stewardship

~~$ 171,664.44~~

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

Urban Stewardship ~~$ 204,681.00~~

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

Water Course Stewardship

~~**$ 90,050.00**~~

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 stomrwater 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: Stromwater 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 Stromwater BMP
4. BSU Bangsberg parking lot stomwater 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 invetory and inspect potentail culverts with road authorites 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 Budge	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

Actions	Beltrami	Cass	Clearwater	Hubbard	Itasca	total
1. Increase protection by 8,356 acres	1347		340	260	526	2473
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 eduction					

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	total
1	30		13	9		52
2	648.95		96	32.2		777.15
3	Not completed					
4	Not completed					
5	Not completed					
6			Compeleted			

4 - Ag coffee talk outreach events

Issue	County	Action	Updated Budget	2022 invoi	2023 invoi	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 workshop		Completed	
Cass Lake Chloride equipment		Completed	

Issue	County	Action	Updated Budget	2022 invoices	2023 invoices	Remaining
Water Cours	Beltrami	Federal forest road review				
		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 invoi	2023 invoi	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					Partial update
3		8			

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3476

DEPARTMENT: Transportation
PRESENTER: Karin Grandia

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Project Labor Agreements for 2024 Highway Construction Projects

BOARD ACTION REQUESTED:
Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2024 Transportation Department Projects - Project Labor Agreements Worksheet".

BACKGROUND:
Attached is a copy of the resolution regarding the use of PLA's on County Projects. The Transportation Department has reviewed the criteria identified in the resolution for each project planned for the 2024 construction season. None of the projects on the list for 2024 seem to have the potential to experience labor shortages, have much potential for cost overruns, require complex coordination of project phases, have unusual time constraints or deadlines and are of average size and scope. Therefore, it is recommended that PLA's not be required for these projects.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. PLA Resolution
2. 2024 PLA

Motion To: Authorize the Transportation Department to not require a PLA for CSAH 61.

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

RESOLUTION
OF THE
COUNTY BOARD OF COMMISSIONERS
ITASCA COUNTY, MINNESOTA

Adopted August 28, 2007

Commissioner Dowling moved the adoption of the following resolution:

Resolution No. 08-07-11 (Page 1 of 2)

RE: UTILIZATION OF PROJECT LABOR AGREEMENTS FOR PROJECTS EXCEEDING $150,000

WHEREAS, the Itasca County Board of Commissioners acknowledges that its contracts for work, labor, construction and other designated contracts are governed by Minn. Stat. 375.21; and

WHEREAS, when those contracts exceed the amounts prescribed by law, the County is required to prepare bid specifications and advertise for competitive bids; and

WHEREAS, unless the County rejects all bids, the County is required to award the contract to the lowest responsible bidder; and

WHEREAS, the purposes of Minn. Stat. 375.21 include: 1) promoting and ensuring open competition by all interested parties irrespective of their size or affiliation; and 2) providing bidders with equal opportunity without granting an advantage to one or placing others at a disadvantage; and

WHEREAS, in appropriate cases, project labor agreements facilitate the timely and cost-efficient completion of the project by: 1) making available a ready and adequate supply of skilled craftworkers; 2) providing a negotiated commitment which is a legally enforceable means of assuring labor stability and labor peace over the life of a project; 3) avoiding work stoppages following expiration of collective bargaining agreements between the union and an employer performing work on a project; and 4) facilitating equal employment opportunities on a project; and

WHEREAS, the Minnesota Appellate Courts have upheld the utilization of project labor agreements in appropriate cases where a rational basis exists for the use of such agreements and the governing body conducted a fact-specific analysis to form a rational basis for their use.

WHEREAS, project labor agreements will not be utilized where funding sources for the project restrict their use.

WHEREAS, project labor agreements will not be utilized if prohibited by law.

NOW, THEREFORE, BE IT RESOLVED, that it shall be the policy of Itasca County to engage in a determination whether a rational basis exists for the utilization of project labor agreements in all contracts for work, labor, construction and other contracts designated by law where the value of such contract equals or exceeds the sum of $150,000.00. Factors to be considered by the Board in its determination may include, but are not limited to: 1) project size and value; 2) project timelines and deadlines; 3) potential for budgetary overruns; 4) labor availability; 5) need for coordination of project phases; and 6) other factors deemed to be relevant by the Board in its analysis.

BE IT FURTHER RESOLVED, that the Itasca County Board of Commissioners directs that it shall be the responsibility of the department heads of the several county departments to timely gather and present the facts the County Board needs to make an informed determination on the need for a project labor agreement for a particular project, and to ensure that bid specifications and relevant bid documents are prepared so as to conform to the County Board's directives.

BE IT FURTHER RESOLVED, that in those cases where the utilization of a project labor agreement is deemed to be appropriate the agreement shall be in a form approved by the Board of Commissioners.

Commissioner McLynn seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote:

Yeas ____	**Nays** ____	**District #1** ____	**District #2** ____
Other ____		**District #3** ____	**District #4** ____
		District #5 ____	

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

I, ROBERT R. OLSON, Coordinator of County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28th day of August A.D. 2007, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 28th day of August, A.D. 2007.

Coordinator

By _____ **Deputy**

2024 Transportation Department Projects
Project Labor Agreements Worksheet

Project Name[1]	Size/Value	Timeline/Deadline	Potential for Overruns[2]	Labor Availability[3]	Coordination of Phases[4]	Other Factors
• CSAH 61 Bridge	$2,150,000	Road closed to traffic during construction – detour through Grand Rapids	Minimal Federal Aid Funds Bridge Bonding State Aid Funds	Adequate labor anticipated	Minimal	
• CR 560 Bituminous Overlay	$375,000	No significant impact to public – open to traffic during construction	Minimal County Preservation	Adequate labor anticipated	Minimal	
• CSAH 81 Bituminous Overlay	$250,000	No significant impact to public – open to traffic during construction	Minimal Municipal State Aid	Adequate labor anticipated	Minimal	
• CSAH 62 Bituminous Rehab/ Overlay	$650,000	No significant impact to public – open to traffic during construction	Minimal Municipal State Aid	Adequate labor anticipated	Minimal	
• CSAH 84 City of Calumet Bituminous Rehab	$450,000	Short detour – delays would result in minimal impact to public.	Minimal Municipal State Aid	Adequate labor anticipated	Minimal	
• CSAH 35 Bituminous Overlay/Rehab	$2,100,000	No significant impact to public – open to traffic during construction	Minimal State Aid Funds	Adequate labor anticipated	Minimal	
• CSAH 29 Bituminous Overlay/Rehab	$1,700,000	No significant impact to public – open to traffic during construction	Minimal Federal Aid Funds State Aid Funds	Adequate labor anticipated	Minimal	
• CSAH 70 Bridge Replacement	$825,000	Road closed to traffic during construction – detour through Calumet	Minimal Federal Aid Funds Bridge Bonding State Aid Funds	Adequate labor anticipated	Minimal	
• CSAH 70 Bridge Replacement	$1,400,000	Road closed to traffic during construction – detour through Calumet	Minimal State Aid Funds Bridge Bonding	Adequate labor anticipated	Minimal	

Notes:

1. All contracts will utilize prevailing wages
2. Historically, projects have not experienced substantial cost overruns.

3. There has never been a labor strike on an Itasca County Highway project and most projects get numerous bids indicating demand for work.
4. The projects on this list are all relatively simple and do not require large amounts of coordination.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3477

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Joint Powers Agreement Between Itasca County and the Minnesota State, BCA

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Approving State of Minnesota Joint Powers Agreements with the County of Itasca on Behalf of Its Sheriff Regarding the Minnesota Internet Crimes Against Children Task Force (ICAC) which approves the Multi-Agency Law Enforcement Joint Powers Agreements between Itasca County and the State of Minnesota BCA and authorizes necessary signatures.

BACKGROUND:
The accompanying Joint Powers Agreement is for continued membership with the Minnesota Internet Crime Against Children (MICAC) task force. There is no cost to join or to be a member. The purpose of this task force is to investigate and prosecute internet crimes against children. As a member of the MICAC, grant funds have been made available for training purposes and to reimburse agencies where overtime has been paid for investigating internet crimes against children.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Joint Powers Agreement
2. ICAC Operational Standards

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 27, 2024

RESOLUTION 2024-12

RE: APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF ITASCA ON BEHALF OF ITS SHERIFF REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)

WHEREAS, the County of Itasca on behalf of its Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers.

NOW THEREFORE BE IT RESOLVED, by the County Board of Itasca, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Itasca on behalf of its Sheriff are hereby approved. Copies of the Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the Chief Deputy, Christopher Peterson, or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

3. That John Johnson, the Chair of the County of Itasca, and Amanda Schultz, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27th day of February A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of February A.D. 2024.



Administrator

STATE OF MINNESOTA

JOINT POWERS AGREEMENT
MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the "County of Itasca on behalf of its County Sheriff's Office at 108 NE 5th Street Grand Rapids, MN 55744" ("Governmental Unit").

Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in these activities. The Governmental Unit wants to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force and be provided reimbursement of the following: equipment, training, and expenses (including travel and overtime) as are incurred by law enforcement as a result of ongoing investigations.

Agreement

1. Term of Agreement

1.1 Effective Date. This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes, § 16C.05, subdivision 2.

1.2 Expiration Date. This Agreement expires five years from the date it is effective unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to implement a three-pronged approach of prevention, education and enforcement to combat internet crimes against children. This Agreement provides the mechanism to reimburse the Governmental Unit for equipment, training and expenses (including travel and overtime), which are incurred by law enforcement as a result of these investigations.

3. Standards

The Governmental Unit will adhere to the ICAC Program standards identified below.

3.1 Investigate activities related to internet crimes and the exploitation of children through the use of computers.

3.2 Investigate organizations to disrupt and dismantle crimes committed against children.

3.3 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.

3.4 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.

3.5 Investigators will use, as appropriate, the most current investigative technologies and techniques.

3.6 Investigators must be licensed Minnesota peace officers.
3.7 Investigators will comply with the guidelines of the Department of Justice Internet Crimes Against Children Program Operational and Investigative Standards.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

4.1.1 Assign a Governmental Unit point of contact to act as the liaison between it and the BCA ICAC Project Commander to assist in reimbursement deadlines.

4.1.2 Submit an ICAC reimbursement request for pre-approval of funds. This request shall include a description of the item requested for reimbursement and an explanation of how it qualifies under the required criteria in Clauses **3.1** and **3.2** and an operational plan.

4.1.3 Conduct investigations in accordance with provisions of the ICAC Operational and Investigative Standards, identified in Clause 3.7 above, and conclude the investigations in a timely manner.

4.1.4 Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the ICAC Program.

4.1.5 Not comingle ICAC funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.

4.2 The BCA will:

4.2.1 Provide a Senior Special Agent who will serve as the Commander of the Task Force.

4.2.2 Review and approve or decline reimbursement requests under clause 4.1.2 within seven (7) business days of the reimbursement request.

4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

5. Payment

5.1 To receive reimbursement for an expense, Governmental Unit must make a request for reimbursement to the BCA Authorized Representative under the required criteria for operational and investigative standards.

5.2 To receive approved reimbursement, Governmental Unit must submit an expense form no later than 15 business days after the end of the month during which the expense is incurred.

5.3 The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.

5.4 In the event Governmental Unit breaches this Agreement, it will not be eligible to receive reimbursement for any expenses.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name:	Bobbi Jo Pazdernik, Commander of MN ICAC
Address:	Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Street East Saint Paul, MN 55106
Telephone:	651-793-7000
E-mail Address:	bobbijo.pazdernik@state.mn.us

The Governmental Unit's Authorized Representative is the following person or his/her successor:

Name	Joe Dasovich, Sheriff
Address:	Itasca County Sheriff's Office 108 NE 5th Street Grand Rapids, MN 55744
Telephone:	218-326-3477
E-mail Address:	joe.dasovich@co.itasca.mn.us

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA.

7. Assignment, Amendments, Waiver, and Agreement Complete

7.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.

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 the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

7.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit 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 Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Expiration and Termination

12.1 Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

12.2 In the event that federal funding is no longer available, the BCA will email the Governmental Unit's Authorized Representative and terminate the Agreement. The termination will be effective two (2) business days after email notification to the Governmental Unit; and the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

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

Signed: _____

Date: _____

SWIFT PO Number: 3000085301

2. GOVERNMENTAL UNIT
Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

By: _____
(with delegated authority)

Title: Deputy Superintendent, Investigations

Date: _____

4. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

LIMITED OFFICIAL USE ONLY
LAW ENFORCEMENT SENSITIVE



Internet Crimes Against Children Task Force Program

OPERATIONAL AND INVESTIGATIVE STANDARDS

ICAC Task Force Program Operational and Investigative Standards
FOR ICAC PURPOSES ONLY
Revised: October 1, 2018

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Definitions of Terms

Applicability of Terms
Although some of the definitions below may be generally applicable to law enforcement, they are intended for use in the interpretation of these *Standards*. As such, where any term defined below is capitalized in these *Standards*, the *Standards* are referring to that term as defined below. By contrast, where any term defined below is not capitalized in these *Standards*, the *Standards* are referring to that term as it is used generally in the field of law enforcement. Additionally, the capitalized terms have been italicized to ease their recognition.

"**Affiliate**" or **Affiliate Agency**" is an agency that is working with a *Lead Agency* as part of a regional or state ICAC *Task Force*. An *Affiliate* has agreed in writing to adhere to these *Standards*.

"**Authorized Personnel**" are *Members* who themselves lack powers of arrest but have been authorized by their respective agency to participate in *Investigations* and are being supervised by *Sworn Personnel*.

"**Commander**" is the *Member* of a *Lead Agency* who has been designated by that *Lead Agency* and recognized by *OJJDP* as the leader of the corresponding *Task Force*.

"**CEOS**" is the Child Exploitation and Obscenity Section of the Criminal Division of the Department of Justice.

"**Contraband Image**" is a visual depiction in any form (including printed/digital or video) of child sexual exploitation as defined by federal and/or state statute.

"**Crime**" is any offense (or group thereof) that involves (or involve) the exploitation/victimization of children facilitated by technology.

"**CVIP**" is the Child Victim Identification Project operated by NCMEC.

"**CyberTipline**" is a reporting mechanism operated by NCMEC that allows for the reporting of suspected *Crimes*.

"**Deconfliction**" is a process whereby *Members* are able to submit *Investigative* information to each other and/or to ICAC-related databases in order to determine whether other *Members* or other law enforcement agencies have information concerning the same targets or *Crimes*.

"**DOJ**" is the United States Department of Justice.

"**Employee**" is a sworn or compensated individual, or any individual working under the direction and control of a law enforcement agency.

"**Equipment**" is any article, device or resource, including but not limited to computers, phones, online accounts and internet services which are purchased or obtained for use in ICAC-related matters.

"**ICAC Program**" is the Internet Crimes Against Children Task Force Program, a national program composed of state and regional *Task Forces* administered by *OJJDP*.

"**Investigation**" is an investigation into a *Crime*. Likewise, "*Investigate*" "*Investigating*" and "*Investigative*" are used within the same context.

"**Investigative Persona**" – any identity established or created by an *Employee* to aid an *Investigation*.

"**Investigator**" is a *Member* who is a part of the *Sworn Personnel* of a *Task Force*.

"**Lead" or "Lead Agency**" is the law enforcement agency that receives the ICAC grant and is designated by *OJJDP* to act as the *Lead Agency* for the corresponding *Task Force*.

"**Member**" is a *Lead* or *Affiliate Agency's Employee* who is either *Sworn Personnel* or *Authorized Personnel* and who has been designated to work on ICAC-related matters for his/her respective agency and *Task Force*.

"**National Initiative**" is any proposal that relies on the cooperation and resources of a significant number of *Task Forces* and, accordingly, has been approved by *OJJDP*.

"**NCMEC**" is the National Center for Missing and Exploited Children.

"**OJJDP**" is the Office of Juvenile Justice and Delinquency Prevention within the *DOJ*.

"**Supervisor**" is a *Member* who has been designated by his/her respective agency to supervise *Investigations* and other ICAC-related matters.

"**Standards**" are all of the provisions of these, the ICAC Operational and Investigative Standards.

"**Sworn Personnel**" are *Members* with powers of arrest.

"**Task Force**" is the *Lead Agency* and their *Affiliate(s)* (combined) as designated by *OJJDP* for a particular state or region.

1. Purpose of the ICAC Standards

These *Standards* are established by *OJJDP* to guide the administration and operation of the *ICAC Program* and its *Members* when working on ICAC-related *Investigations* and matters.

Members should make every reasonable effort to comply with these *Standards*. However, since many aspects of *Investigations* are dynamic and because laws vary widely between jurisdictions, it is difficult to anticipate every circumstance that might present itself. Thus, reasonable deviations from these *Standards* may occur depending upon various factors (e.g., emergency situations; timing constraints; accessibility constraints; resource constraints; technology constraints; perceived conflicts between the *Standards* and statutes, decisional law, and court orders; etcetera).

Commanders may supplement, but not contradict, these *Standards* in the written agreements they establish with their *Affiliates* to promote the effective operation of their *Task Forces*. Should questions regarding the interpretation of these *Standards* arise or conflicts occur between these *Standards* and agency policies or law, the *Commander* faced with the issue shall seek the guidance of an *OJJDP* Program Manager. However, nothing in these *Standards* is meant to interfere with a *Commander's* or *Supervisor's* lawful tactical decision-making.

2. ICAC National Program

2.1 Mission of the ICAC Program

The Internet Crimes Against Children (ICAC) Task Force Program helps state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and internet crimes against children. This support encompasses forensic and *Investigative* components, training and technical assistance, victim services, prevention and community education.

2.2 ICAC Background

The Internet Crimes Against Children (ICAC) Task Force Program was developed in 1998 in response to the increasing number of children and teenagers using the internet and other technology, the proliferation of child sexual abuse images available electronically, and the heightened online activity by predators seeking unsupervised contact with potential underage victims.

The *ICAC Program* is a national network of 61 coordinated task forces representing more than 4,500 federal, state, and local law enforcement and prosecutorial agencies. These agencies are engaged in both proactive and reactive investigations, forensic examinations, and criminal prosecutions. By helping state and local agencies develop effective, sustainable responses to online child victimization – including responses to child sexual abuse images (*Contraband Images*), the *ICAC Program* has increased law enforcement's capacity to combat technology-facilitated crimes against children at every level.

Because arrests alone cannot resolve the problem of technology-facilitated child sexual exploitation, the *ICAC Program* is also dedicated to training law enforcement personnel, prosecutors and other professionals working in the ICAC field, as well as educating parents, youth, and the community about the potential dangers of online activity including online child victimization.

3. Oversight of the ICAC Program

3.1 The oversight of the *ICAC Program* and the administration of ICAC grants are the responsibility of *OJJDP*. The oversight of each *Task Force* falls to its *Commander*. The oversight of each agency, both *Lead* and *Affiliate*, falls to its designated *Supervisor*.

3.2 *Commanders* shall ensure there are supervisory systems and protocols in place that provide for observation, documentation, and review of ICAC activity. Said systems shall comply with the principles of quality case management and shall ensure that ICAC activities comply with agency policies and these *Standards*.

3.3 *Commanders* shall ensure that each *Member* in his/her *Lead Agency* and each *Supervisor* of an *Affiliate Agency* receives a copy of the *Standards*.

3.3.1 *Supervisors* shall have the discretion to provide *Members* with only the sections of the *Standards* applicable to their job functions.

3.4 *Commanders* shall submit all proposed *National Initiatives* to *OJJDP* prior to the start of the project.

3.4.1 *OJJDP* may suggest amendments to the original proposal following consultation with the presenting *Commander* and, as appropriate, other federal, state, and local entities.

3.5 *Supervisors* shall inform their *Members* about departmental employee assistance programs and *Task Force* resources available to them.

4. Selection and Retention of Task Force Members

4.1 When practicable during the selection process of *Members*, *Commanders* and *Supervisors* shall evaluate prospective candidates for work histories that indicate prior *Investigative* experience, courtroom testimony skills, technical knowledge and ability, an ability to prudently handle sensitive information, a genuine interest in the protection of children, and an understanding of the effects that *Members* may experience when exposed to *Contraband Images*.

4.2 *Commanders* and *Supervisors* shall acknowledge the potential effects of *Investigations* of and exposure to *Contraband Images* and recognize that the viewing of *Contraband Images* should be restricted. When practicable, the following techniques may help mitigate some of the potential negative effects of this work may aid with the retention of *Members*:

- **Work flexibility** - *Commanders* and *Supervisors* are encouraged to allow flexibility for *Investigators* and others who are exposed to *Contraband Images* (e.g., frequent breaks, having an open-door policy, etc.).

- **Exposure to *Contraband Images*** - *Commanders* and *Supervisors* are encouraged to implement best practices which minimize the exposure to *Contraband Images* by *Members*.

- **Mental Health Providers (MHP)** - In compliance with their agency guidelines, *Commanders* and *Supervisors* are encouraged to work with MHP to make recommendations for care of *Members* and to provide education and training designed to minimize the impact of exposure to *Contraband Images*.

- **Impact of *Contraband Images*** - *Commanders* and *Supervisors* are encouraged to share or pursue best practices for minimization of the impact of *Contraband Images* and to promote attendance at trainings regarding methods used to minimize said impact.

4.3 *Commanders* and *Supervisors* shall recognize that ICAC *Investigations* typically focus on child sex offenders who have committed serious state or federal crimes and due to this life-changing event, the impact on these offenders can result in a violent response to authorities.[1]

[1] FBI's Investigation Behavioral Analysis Unit's *Operational Safety Considerations While Investigating Child Sex Offenders, A Handbook for Law Enforcement*, Volume 1, March 2012.

5. Training

Ensuring that personnel are well-trained in conducting effective *Investigations* in a manner consistent with applicable laws is integral to the *ICAC Program*.

5.1 All national training curricula supported by *ICAC Program* resources shall be conducted consistent with the *Standards* and shall be approved by *OJJDP*.

5.2 Commanders shall ensure that nominees to attend any *ICAC Program*-sponsored national in-person training event are current *Members*.

5.3 Individual *Task Forces* may develop and deliver *Task Force* specific training. This training shall comply with the *Standards* and shall be approved by the *Commander*. All costs to develop and deliver the training shall be the responsibility of the *Task Force* or *Affiliate* providing the training.

6. Case Management

6.1 *Commanders* and *Supervisors* are responsible for determining *Investigative* priorities and selecting cases for *Investigation* in their respective agencies. Those determinations shall include an assessment of victim risk, jurisdiction, known offender behavioral characteristics, and the likelihood of securing the information necessary to pursue each *Investigation*.

6.2 Conventional boundaries often are meaningless in today's digital world where the usual constraints of time, place, and distance lose their relevance. These factors increase the possibility of *Lead* and/or *Affiliate Agencies* targeting other law enforcement personnel, *Investigating* the same target, or inadvertently disrupting an ongoing *Investigation*. To foster effective case coordination, collaboration, and communication, each *Member* shall make every effort to *Deconflict* all active *Investigations*.

6.3 *Lead* and *Affiliate Agencies* shall be subject to their respective agency's incident reporting procedures and case supervision systems. At a minimum, a unique identifier shall be assigned to each case.

7. Task Force Reporting Requirements to OJJDP

7.1 The reports described below do not replace the semi-annual progress report required by the Office of Justice Programs' Financial Guide.

7.2 *Commanders* shall compile and submit a Task Force Monthly Performance Measures Report to the *OJJDP*-designated location before the end of the following calendar month.

7.2.1 *Affiliates* shall report their activity to their respective *Commander* by the 10th of each month using the ICAC Monthly Performance Measures Report.

7.3 *Commanders* shall compile and submit an annual report which details each of their *Affiliates*. This annual report shall be submitted within 30 days of the end of the calendar year. The report shall be submitted in a method determined by *OJJDP* and shall include the following information:

7.3.1 The name of each *Affiliate Agency*.

7.3.2 The staffing level of each *Affiliate Agency* including the number of *Investigators*, prosecutors, education specialists, and forensic specialists dedicated to *Investigating* and prosecuting *Crime*.

8. Investigations

8.1 *Investigations* shall be conducted in a manner consistent with applicable laws and the ICAC *Standards*.

8.2 Only *Sworn Personnel* shall conduct *Investigations*.

8.2.1 *Authorized Personnel* acting under the direction and supervision of *Sworn Personnel* may participate in *Investigations*.

8.2.2 *Members* shall not approve, condone, encourage, or promote cyber-vigilantism by private citizens. As such, *Members* shall not use unauthorized private citizens to proactively seek out *Investigative* targets.

8.2.3 The above section (8.2.2) shall not preclude the use of information related to a *Crime* provided by victims or public citizens who discover evidence (e.g., CyberTip reports, mandated reports from professionals, computer repair shop complaints, parental complaints, et cetera). Nor does it preclude the use of authorized over-hears or other similar *Investigative* methods designed to further an *Investigation*.

8.3 *Investigations* shall be documented. Any departures from this provision due to unusual or exigent circumstances shall be documented in the relevant case file and reviewed by the *Supervisor*.

8.3.1 The access, retention, storage, security, and disposal of *Investigative* or case information shall be consistent with the subject agency's policies and federal and state law regarding same.

8.4 *Members* shall not electronically upload, transmit, or forward any *Contraband Images*.

8.4.1 **Exception to Section 8.4.** Section 8.4 shall not prohibit the transfer of evidence between *Investigators* as provided for by sections 8.9 and 8.10 of these *Standards* nor does it prohibit the submission of *Contraband Images* to CVIP as provided for by section 10.1 of these *Standards*.

8.5 *Members* shall not use any visual depiction of any type (including a manipulated or electronically generated visual depiction) of any person, purported person, or body part of a person or purported person, with the sole exception that a *Member* may use a visual depiction as a representation of an *Investigative Persona*/person/purported person when the following **four** requirements are met:

(1) The visual depiction is of an actual person;

(2) That person is an *Employee*;

(3) The *Employee* has given his or her written consent for the visual depiction to be used; and

(4) The *Employee* was at least 18 years old at the time when the *Employee* gave consent for such use. The visual depiction may be of the *Employee* that was produced when the *Employee* was under the age of 18. The visual depiction may also be modified to suit *Investigative* needs (*i.e.*, it may be an altered or age-regressed visual depiction of the *Employee*).

8.5.1 **Exception to Section 8.5**. Section 8.5 does not prohibit a federal or federally-approved *Member* (*e.g.*, an FBI/HSI agent, or an FBI/HSI Task Force Officer) from using a visual depiction that does not meet the four requirements of Section 8.5, so long as the visual depiction is one that has been authorized for use by the FBI or HSI in accordance with that respective federal agency's guidelines and the visual depiction is being used pursuant to those guidelines.

8.6 Absent prosecutorial input to the contrary, during online dialogue, *Investigators* shall allow the *Investigative* target to set the tone, pace, and subject matter of the online conversation.

8.6.1 Section (8.6) shall not be construed to prohibit *Investigators* from performing any of the following activities when initiating or conducting an *Investigation*: (a) posting information including visual depictions (image or video/printed or digital) to establish an online presence, (b) placing or posting advertisements, or (c) sending messages.

8.6.2 *Members* shall familiarize themselves with relevant state and federal law, including but not limited to those regarding the defense of entrapment, and shall confer with prosecutors, as needed.

8.6.3 Prior to conducting any large-scale (multi-target) operations, *Members* shall notify the *Commander* and shall consult relevant prosecutors about the operation.

8.7 The examination of digital storage devices shall be performed consistent with the subject agency's protocol.

8.8 *Contraband Images* shall be maintained pursuant to the subject agency's policy.

8.8.1 Absent a court order specifically ordering otherwise, evidence containing *Contraband Images* shall not be released to any defendant or representative thereof.

8.9 Absent exigent circumstances, all *Members'* case referrals between *Task Forces* shall include:

- Notification to and acceptance by the *Commander(s)* of both *Task Forces* that are involved in the referral;
- A secure (i.e., digitally-protected) copy of the case file;
- An official *Investigative* report or affidavit containing case details; and,
- Documentation, preferably the original, of all legal process conducted and all compliance with same, especially those documents related to the issue of jurisdiction and identification of suspect(s).

8.10 Law enforcement transfers of evidence containing *Contraband Images* shall be done in a secure manner.

9. Work Environment and Equipment

9.1 *Investigations* shall be conducted in an approved work environment, using approved *Equipment*, as designated by a *Commander* or *Supervisor*.

9.2 *Commanders* and *Supervisors* are encouraged to provide a work environment that provides for discreet and sensitive *Investigations* while simultaneously minimizing chances of inadvertent or unnecessary exposure to *Contraband Images*.

9.3 ICAC *Equipment* shall be reserved for the exclusive use of its *Members*, and shall be used in accordance with these *Standards* and with their respective agency's policies.

9.4 When practicable, *Equipment* which may be used in undercover aspects of an *Investigation* shall be purchased covertly.

9.5 No personally-owned equipment, accounts or networks shall be used in *Investigations*.

9.6 Software shall be properly acquired and licensed.

10. Victim Identification

10.1 Identifying child victims of *Crime* is a critical element of the *ICAC Program*. *DOJ* and *OJJDP* require the *Lead* and *Affiliate Agencies* to submit *Contraband Images* to CVIP as a means to improve child victim identification. Absent exigent circumstances, *Contraband Images* shall be sent to CVIP pursuant to NCMEC's standards regarding same. In addition, *Lead* and *Affiliate Agencies* are encouraged to collaborate with NCMEC in their effort to identify children depicted in *Contraband Images*.

10.2 Absent exigent circumstances, victim-identifying information shall be protected from public disclosure pursuant to the protections set forth in federal and state law.

10.3 *Lead* and *Affiliate Agencies* shall adhere to local, state, and federal laws, as well as their agency's policies regarding mandated reporting, victim notification, and victim assistance.

11. Public Awareness and Community Outreach

11.1 Public awareness activities and community outreach are a critical component of the *ICAC Program*. *Lead* and *Affiliate Agencies* shall foster awareness and shall provide practical relevant guidance to children, parents, educators, and others concerned with child safety.

11.1.1 Social media can be used to promote educational awareness as long as it is consistent with all agency policy and these *Standards*.

11.2 Presentations to school personnel, parents, and community groups are excellent ways to promote awareness. These presentations shall not include any visual depiction of a victim unless the victim has consented to its use and the victim is currently at least 18 years of age. No *Contraband Image* shall be used in these presentations nor shall a presenter discuss confidential *Investigative* tools and techniques.

11.3 No individual affiliated with *ICAC Program* may speak on behalf of the national *ICAC Program* without the express written consent of *OJJDP*. While making public presentations, *Members* may indicate a preference for a product or service, but, when done, shall avoid an implicit endorsement and shall include alternatives in the presentation.

11.4 Materials and presentations shall be consistent with the *ICAC Program's* mission and background, as enumerated in Section 2 of these *Standards*.

12. Media Relations and Media Releases

12.1 Media releases relating to prosecutions, *Crime* alerts, or other matters concerning ICAC operations shall not include information regarding confidential *Investigative* techniques, and shall be coordinated, when applicable, with the law enforcement agencies involved with the subject *Investigations*, in a manner consistent with sound information management and sound media relations practices.

12.2 *Commanders* and *Supervisors* may speak to members of the media about their own agency's ICAC-related activities per the terms of their agency's policy on such media relations. No individual affiliated with *ICAC Program* may speak on behalf of the national *ICAC Program* without the express written consent of *OJJDP*.

12.3 *Commanders* shall inform their *OJJDP* Program Manager if approached by national media outlets about the national *ICAC Program* (as opposed to media seeking information from a particular *Task Force* about its local activities) so that a coordinated national response can be prepared by *OJJDP*.

12.4 Information provided by *Task Forces* to the media shall be consistent with *ICAC Program's* mission and background, as described in Section 2 of these *Standards*.

End of ICAC Standards

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3498

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: John Johnson

AGENDA ITEM:
Approve the Grand Itasca Clinic and Hospital letter of support to expand their obstetric services

BOARD ACTION REQUESTED:
To approve the Grand Itasca Clinic and Hospital letter of support to expand their obstetric services.

BACKGROUND:
Grand Itasca Clinic & Hospital, part of Fairview Health Services, is a valuable community partner, offering a full continuum of care to women; from preventive and well checks to specialized resources for breast health, obstetrics, chronic conditions and more. Itasca County has three rural hospitals, Grand Itasca, Essentia Deer River and Bigfork Valley Hospital. In 2019 Essentia Deer River closed all of their obstetrical services. Bigfork Valley Clinic has limited access to obstetric care via a visiting provider once a month. Grand Itasca is now the only facility in Itasca County delivering infants and has experienced a 20% increase in births.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Signed Ltr of Support-GICH

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

ITASCA COUNTY

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

February 22, 2024

The Honorable Pete Stauber
U.S. House of Representatives
145 Cannon House Office Building
Washington, DC 20515

Dear Congressman Stauber,

Kindly accept this letter as documentation of Itasca County's support for Grand Itasca Clinic & Hospital's congressionally-directed spending request to fund the expansion of their Obstetrics Clinic.

Grand Itasca Clinic & Hospital, part of Fairview Health Services, is a valuable community partner, offering a full continuum of care to women; from preventive and well checks to specialized resources for breast health, obstetrics, chronic conditions and more. Itasca County has three rural hospitals, Grand Itasca, Essentia Deer River and Bigfork Valley Hospital. In 2019 Essentia Deer River closed all of their obstetrical services. Bigfork Valley Clinic has limited access to obstetric care via a visiting provider once a month. Grand Itasca is now the only facility in Itasca County delivering infants and has experienced a 20% increase in births. In addition, Grand Rapids is a growing community with significant increases in area employment expected over the next few years.

It is essential that the Grand Itasca Clinic & Hospital expand to meet the growing health needs of our community and be prepared to provide care well into the future.

As an Itasca County Commissioner, I wholeheartedly support Grand Itasca's application for congressionally-directed spending request to fund the expansion of their Obstetrics Clinic.

Sincerely,

John Johnson, Chair
Itasca County Board of Commissioners

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 27, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3500

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Terry Snyder/John Johnson

AGENDA ITEM:
American Rescue Plan (ARP) request - Itasca Ski and Outing Club, Inc.

BOARD ACTION REQUESTED:
Review American Rescue Plan (ARP) request from the Itasca Ski and Outing Club, Inc.

BACKGROUND:

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. ARP Request - Itasca Ski and Outing Club

Motion To: Approve American Rescue Plan (ARP) request for $15,000 to Itasca Ski and Outing Club, Inc.

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

From: noreply@civicplus.com
To: Brett Skyles; Gail Guck; Amanda Schultz; Terry Snyder; John Johnson
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Monday, January 22, 2024 11:52:23 AM

CAUTION: This email originated from outside of the Itasca County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Itasca Ski and Outing Club, Inc
Name of Contact:	Bob Conzemius
Address:	PO Box 553
City:	Coleraine
State:	MN
Zip Code:	55744
Phone Number:	2182561359
E-mail Address:	treasurer@mtitasca.com
Commissioner District:	District 2 - Terry Snyder, District 3 - John Johnson
Project Name:	Mt Itasca December rain events recovery
Amount Requested:	$15,000
Project Budget & Summary of Project:	Project budget is estimated to be approximately $20,000. The budget is divided between labor costs (estimated to be about $6000) and electricity costs (estimated to be about $14,000). Some of these costs have already been incurred due to additional snowmaking that we needed following the rains of the week of December 14. However, the situation became additionally more dire during the week of December 22, when an even larger, five day rain event occurred, bringing two inches of rainfall and an extensive period of melting, causing widespread loss of snow on the hill. We were required to restart our snowmaking after the time we normally complete it, forcing an extra demand charge from Minnesota power.

The alpine hill was forced to close for five days in a row during the biggest revenue period for its operations-- between Christmas and New Year's Day. While revenue expectations from a small ski hill are modest, the financial loss from a loss of operating days is estimated to be a minimum of $15,000 since, generally, a somewhat conservative estimate for daily revenue is about $3000 over Christmas Break given revenue trends over the past several seasons. This period has the most people visiting from out of town as well as the greatest number of local families taking part in winter activities.

Additional Information:	*Field not completed.*

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