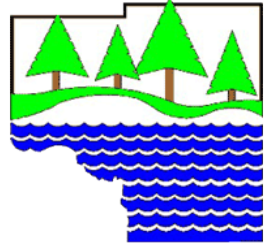




ITASCA COUNTY REGIONAL RAILROAD AUTHORITY

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



Tuesday, July 8, 2025

2:00 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. ADDITIONS/CORRECTIONS TO THE AGENDA

Motion To: Approve any additions/corrections to the Agenda.

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

III. APPROVE OF MINUTES

Motion To: Approve the Minutes as delineated below.

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

1. Approve the minutes of the Tuesday, June 10, 2025, Regional Rail Authority meeting.

IV. DISCUSSION / INFORMATIONAL

1. Crusher Conveyor Agreement.

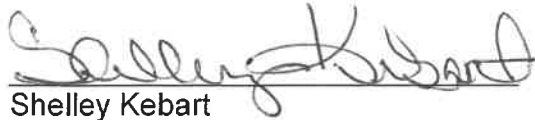
Motion To: Approve the Crusher Conveyor Agreement.

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

V. ADJOURN

Chair Venema adjourned the meeting at 2:04 PM.

ATTEST



Shelley Kebart
Administrative Support



Casey Venema
Chair, Regional Railroad Authority



**ITASCA COUNTY
REGIONAL RAILROAD AUTHORITY**

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

Tuesday, July 8, 2025

IV.1.

REQUEST FOR BOARD ACTION: RBA-2025-470

DEPARTMENT: Transportation

TIME REQUESTED: 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Crusher Conveyor Agreement

BOARD ACTION REQUESTED:

Authorize the execution of the Crusher Conveyor Agreement with Mesabi Metallica Company, LLC by the County Engineer.

BACKGROUND:

Mesabi Metallica Company has requested an agreement to cross the rail corridor with an overhead conveyor system at approx. station 308+15. The agreement requires 23' of vertical clearance and a minimum horizontal clearance of 10' on each side of the track. It also requires a plate under the conveyor to prevent anything from falling off and onto the tracks.

SUPPORTING DOCUMENTATION:

1. Agreement for crusher crossing permit final draft
2. Agreement for crusher crossing permit

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

ITASCA COUNTY REGIONAL RAILROAD AUTHORITY
AGREEMENT FOR
PRIMARY CRUSHER CONVEYOR CROSSING AT STATION 308+15

AGREEMENT, Made this — day of _____; subject to the terms and conditions set forth herein between **Itasca County Regional Railroad Authority**, a regional railroad authority organized and existing as a political subdivision and local government unit under the laws of the State of Minnesota (hereinafter called "ICRRA"), its successors and assigns, party of the first part; and Mesabi Metallica Company, LLC, a Minnesota limited liability company, (hereinafter whether one or more persons or corporations called the "Licensee"), party of the second part.

RECITALS

The Licensee has requested of ICRRA a license to cross the rail corridor with an overhead conveyor system at Station 308+15 and in the manner shown in the approved plans, marked Exhibit A and made a part hereof, which permission ICRRA is willing to grant upon conditions hereinafter set forth.

ARTICLE I

In consideration of the covenants of the Licensee hereinafter set forth, ICRRA hereby agrees to license the Licensee to temporarily occupy and work, upon portions of its rail corridor, except as set forth elsewhere herein, at the location shown on Exhibit A, for the construction and maintenance of the conveyor system and gives Licensee a non-exclusive license and permission to enter upon portions of ICRRA's rail right of way during the term of the agreement. If any permanent structures are to be constructed within ICRRA right of way, they must be in conformance with the plans provided by licensee and approved by ICRRA.

This agreement shall be effective upon execution by both parties, and shall continue, subject to termination as hereinafter described.

ARTICLE II

In consideration of the foregoing license and permission given by ICRRA the Licensee hereby agrees:

1. a. Licensee shall be allowed to occupy the ICRRA right of way for construction of the conveyor system at the location shown on the plans and specifications marked Exhibit A or as approved or subsequently modified by Licensee and approved by ICRRA. The placement of permanent improvements within ICRRA right of way may be allowed, provided they are shown in the plans and approved by ICRRA, and otherwise consistent with the terms of this agreement. Upon completion of construction, the right of way shall be restored to its original condition by the Licensee. If ICRRA is required to incur any expenses relative to the use of the ICRRA right of way by Licensee, Licensee agrees to reimburse ICRRA for said expenses within thirty (30) days after invoices are rendered for said expenses.
- b. The Licensee agrees that to maintain a minimum clearance from the track of 23 feet vertically and 10 feet horizontally. This clearance envelope must be maintained to allow for train operations. In addition, the area within 25 feet each side of the track shall remain clear of all permanent facilities unless approved by ICRRA.
- c. The design of overhead structures shall include features that prevent objects from falling into the clearance envelope. If objects fall, Licensee shall commence immediate actions to prevent further spills and immediately contact the ICRRA, and inform them of the nature and location of spill. Any cleanup or repairs that may be required within the ICRRA right of way, or to the track system, caused by falling objects will be repaired by ICRRA and Licensee agrees to reimburse ICRRA within thirty (30) days after invoices are rendered for said expenses, unless other arrangements are made and agreed to by both parties.
- d. Any construction or maintenance performed on behalf of Licensee within the ICRRA right of way, under the license shall be performed pursuant to a contract for solely the portion of the project within ICRRA right of

way. Licensee agrees to provide a payment bond in the amount of the contract and a performance bond in the amount of the contract as security for the construction and completion of the improvement according to the plans and specifications, submitted by Licensee and approved by ICRRA. Bonds must be on a form approved by ICRRA, and submitted and approved by ICRRA before work under this agreement is begun.

e. Licensee shall submit final plans and specifications for construction and modification or maintenance to ICRRA for approval a minimum of 30 days prior to start of work within the ICRRA easement.

f. Upon completion of the construction of the conveyor system, Licensee shall inform ICRRA that the work is ready for final inspection. Licensee will allow access to ICRRA, across Licensee's property, to observe and inspect the work as it proceeds. ICRRA will have authority to reject any work that does not comply with this agreement or with plans approved by ICRRA.

2. Licensee agrees that under no circumstances will Licensee or Licensee's agents dig in or disturb the surface of ICRRA's corridor without written permission of ICRRA, except as may be required for the construction of the conveyor system, approved by ICRRA herein.
3. Prior to entry and /or use of the ICRRA right of way, five (5) days' advance notice must be given to ICRRA's representative, as shown in Article III, Section 5.
4. No liens shall be created or filed against licensed Premises without the written consent of ICRRA. Licensee shall take all steps necessary to prevent the filing of any mechanic liens or other liens against the Premises. If any such liens shall at any time be filed, and shall be the result of Licensee's failure to pay a Licensee's obligation, Licensee shall indemnify and hold ICRRA harmless from such liens, together with attorney fees and costs.
5. After construction is complete, Licensee may need to occupy or use the ICRRA right of way for maintenance, repair or replacement of the conveyor system. At that time, the Licensee is required to notify and secure approval of the ICRRA prior to performing such operations. Except in emergency situations, the Licensee shall provide a minimum of two weeks' notice for work in the ICRRA right of way. In emergency situations, prior to entry upon the premises or commencement of any work the Licensee shall contact the ICRRA and inform them of the nature and location of the emergency as shown in Article III, Section 5.

In the event of such future circumstance requiring the Licensee to occupy and use the right of way the Licensee agrees that the provisions, conditions and requirements of this Agreement shall be required of the Licensee prior to entry and work upon the right of way. Further the approval of the ICRRA may be further conditioned based upon the circumstances of railroad operation requirements, and as stated in Article III, Section 1..

6. (a) Except as set forth in Section 6(b), Licensee and its Contractors and/or agents shall indemnify and hold harmless ICRRA and/or ICRRA's agents or contractors (including any rail operator designated by ICRRA) for all losses, damages, injuries, death and expenses, including claims under the Federal Employees Liability Act (45 U.S.C. 51), or any applicable safety act (45 U.S.C. 20101 *et al*), including lost profits, consultant and attorney fees, and environmental clean-up or remediation costs and expenses arising in any manner out of the failure of Licensee to take any action required by this Agreement, the condition of the right-of-way or any equipment or property thereon, or any act or omission of Licensee, its employees, agents or contractors ("Licensee's Invitees") arising out of the occupation and use of the ICRRA right of way by Licensee and its Contractors and/or agents regardless of whether such loss, damage, injury, death or expense is caused or contributed to by the negligence of ICRRA and/or ICRRA's agents or contractors (including any rail operator designated by ICRRA), except to the extent any such loss, damage, injury, death or expense is proximately caused by ICRRA's and/or ICRRA's agent's or contractors (including any rail operator designated by ICRRA) affirmative negligent act, gross negligence or intentional misconduct.
- (b) Whenever any Licensee or any of Licensee's Invitees make any claim relating to the occupation and use of the ICRRA right of way for personal injury or death against ICRRA and/or ICRRA's agents or contractors

(including any rail operator designated by ICRRA) within the meaning of the Federal Employers' Liability Act (45 U.S.C. 51), or any applicable safety act, (45 U.S.C. 20101 *et al*) for any incident caused, wholly or in part, by property, equipment or condition belonging to or under the control of Licensee, or claims or alleges that he or she is an employee of ICRRA or is furthering the operational activities of ICRRA, Licensee agrees to indemnify and hold harmless ICRRA and/or ICRRA's agents or contractors (including any rail operator designated by the ICRRA) for all losses, damages, costs or expenses related to such claim, regardless of ICRRA's and/or ICRRA's agents or contractors (including any rail operator designated by the ICRRA) negligence, other than an affirmative negligent act, gross negligence or intentional misconduct.

- (c) Notwithstanding the above, ICRRA and Licensee agree that, with respect to this Section 5, ICRRA's agents or contractors (including any rail operator designated by ICRRA) are third-party beneficiaries to this Agreement.
7. (a) Licensee and its Contractors and/or agents shall comply with all federal, state and local environmental laws and regulations, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA). Licensee shall not release or suffer the release of oil or hazardous substances, as defined by CERCLA, on the right of way. Notwithstanding any other requirements in this Agreement, Licensee assumes all responsibility for the investigation and cleanup of such release and shall indemnify and defend ICRRA and/or its agents or contractors (including any rail operator designated by ICRRA) for all costs and claims, including consultant and attorney fees, arising in any manner out of such release or Licensee's failure to comply with environmental laws, regardless of ICRRA's negligence, except to the extent such costs or claims are proximately caused by ICRRA's affirmative negligent act, or its gross negligence or intentional misconduct.
- (b) Licensee and its Contractors and/or agents shall give ICRRA timely notice of any release, violation of environmental laws or inspection or inquiry by governmental authorities charged with enforcing environmental laws with respect to ICRRA's rail corridor that relates to the use of the right of way, as applicable to this Agreement. Licensee also shall give ICRRA timely notice of all measures undertaken by or on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- (c) In the event that ICRRA receives notice from Licensee or otherwise of a release or violation of environmental laws which occurred or is occurring during the term of this Agreement with respect to ICRRA's rail corridor that relates to the occupation and use of the right of way, ICRRA may require Licensee, at Licensee's sole expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation.
8. Licensee and its Contractors and/or agents shall, at its sole cost and expense, procure and keep in place at all times during the term of this Agreement, the following minimum insurance coverage, to be further documented in a Certificate of Liability Insurance to be provided to ICRRA prior to access and/or occupation and use of the Rail Line right of way:
- (a) Commercial General Liability insurance or Railroad Liability insurance, providing bodily injury, personal injury and property damage coverage, with minimum limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate, and specifically noting that any 50-foot Railroad Right of Way Contractual Liability Exclusion has been removed from the Commercial General Liability insurance policy. If that Contractual Liability Exclusion has not been removed, then in addition to the above, Railroad Protective Liability insurance, providing bodily injury, including death, personal injury and property damage coverage with a limit of not less than \$5,000,000 for each incident and \$10,000,000 in aggregate is required. This insurance shall contain Broad Form Liability covering the indemnity provisions contained in this Agreement. If coverage is purchased on a "claims made" basis it shall provide for at least a one-year extended reporting or discovery period, which shall be invoked should insurance covering the time period of this Agreement be cancelled, unless replaced with a policy containing the same retroactive date as the policy being replaced.

- (b) Workers Compensation and Occupational Disease insurance meeting the statutory requirements of the State of Minnesota, and Coverage B, Employer's Liability insurance, with the following minimum limits:
 - \$1,000,000 – Bodily Injury by Accident
 - \$1,000,000 – Bodily Injury by Disease per employee
 - \$1,000,000 – Bodily Injury by Disease policy limit
- (c) Commercial Automobile Liability insurance, with coverage including onsite and offsite operations, and owned, non-owned, or hired vehicles, in an amount not less than \$1,500,000 combined single limits, including pursuant to any umbrella policy.
- (d) If the Commercial General Liability or Railroad Liability insurance policy contains an absolute pollution liability exclusion, a separate Pollution Liability policy in an amount not less than \$5,000,000 is required.
- (e) Each policy (except Workers Compensation) shall be endorsed to include ICRRRA and Itasca County as additional insureds on a primary and non-contributory basis with respect to liabilities arising out of Licensee's obligations to ICRRRA and Itasca County in this Agreement. A waiver of subrogation against ICRRRA and Itasca County must be included on all the above policies.
- (f) All risk insurance on the equipment of the Licensee, or in the Licensee's care, custody and control shall contain a waiver of subrogation of claims against ICRRRA and Itasca County.
- (g) All insurance shall be placed with insurance companies licensed to do business in the State of Minnesota, with a current Best's Insurance Guide Rating of A- and Class X, or better. Licensee shall provide, and thereafter maintain in effect, a current Certificate of Insurance evidencing such insurance. Each policy shall provide that it shall not be cancelled or materially changed unless at least thirty (30) days' prior written notice of cancellation or change shall have been mailed by the insurance company to ICRRRA at the address designated herein.
- (h) If any portion of the activities to be conducted under this agreement is subcontracted, subcontractors must meet all applicable provisions of this Section.
- (i) The furnishing of insurance required by this Section shall in no way limit or diminish the liability or responsibility of Licensee as provided under any Section of this Agreement.

ARTICLE III

1. License granted to the Licensee is subject and subordinate to the prior and continuing right and obligation of ICRRRA to use and maintain its entire rail corridor, and are also subject to the right and power of ICRRRA to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics or other wire lines, pipelines and other facilities upon, along, or across any or all parts of said rail corridor, any of which may be freely done at any time by ICRRRA without liability to the Licensee or to any other party for compensation or damages.
2. The Licensee's rights are also subject to all outstanding rights to the rail corridor (including those in favor of the Licensee and others), and subject to any licenses or easements granted by ICRRRA, or of record and the right of ICRRRA to renew and extend same, and are granted without covenant of title or quiet enjoyment.
3. It is mutually agreed that this Agreement may be terminated by either party upon thirty (30) days' notice in writing to be served upon the opposite party; and upon the expiration of the time specified in such notice this Agreement, and all rights and privileges of the Licensee thereunder shall absolutely cease. In addition, ICRRRA may terminate this Agreement upon any breach or default of the terms of this Agreement if said breach or default is not remedied within thirty (30) days of ICRRRA's written notice to Licensee of the breach or default. In either case, no termination hereof shall release the Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or, if later, the date when the right of way is vacated.

4. If the plant ceases to operate, ICRRA may give written notice to Licensee to remove all structures over ICRRA right of way. Licensee shall remove structures, at their own costs, within 12 months of written notice. The Licensee's obligations of this paragraph shall survive the agreement termination provisions stated in Article III, Section # 3.
5. If ICRRA experiences operational issues which require the relocation of, or adjustment of, the conveyor system; Licensee shall complete said relocation/adjustment within 18 months and at Licensee's expense.
6. Any notice to be given by ICRRA to the Licensee hereunder shall be deemed to be properly served if the same be hand delivered or deposited in the United States overnight mail or courier service, postage prepaid, addressed to the Licensee at
Mesabi Metallics Company, LLC
Attn: Larry Sutherland
17113 County Road 58,
P.O. Box 25
Nashwauk MN 55769

Any notice to be given by the Licensee to ICRRA hereunder shall be deemed to be properly served if it be hand delivered or deposited in the United States overnight mail or courier service, postage prepaid, addressed to:
Itasca County Engineer
123 NE 4th Street,
Grand Rapids, MN 55744.

7. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
8. It is understood and agreed that this Agreement shall not be placed of public record.
9. All the covenants and provisions of this Agreement shall be binding upon the heirs, legal representatives, successors and assigns of Licensee. No assignment by Licensee of any interest in this Agreement shall be binding upon ICRRA without the prior written consent of ICRRA in each instance.
10. Court jurisdiction regarding any disputes or action under this Agreement shall be in the District Courts of the State of Minnesota, without the right of removal to the United States District Courts, except with respect to matters that are under the exclusive jurisdiction of the Federal Courts of the United States, which shall be brought and/or defended in the Federal District Court sitting in Minneapolis, Minnesota. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota, without giving effect to the principles of conflict of laws.
11. To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.
12. The waiver by ICRRA of the breach of any provision herein by Licensee shall in no way impair the right of ICRRA to enforce that provision for any subsequent breach thereof.
13. This Agreement is the full and complete agreement between ICRRA and Licensee with respect to all matters relating to the occupation and use of the right of way, and supersedes any and all other agreements between the parties hereto relating to use of the right of way.

For Licensee:

Mesabi Metallica Company, LLC

By: _____

Name: _____

Title: _____

Date: _____

For ICRRRA:

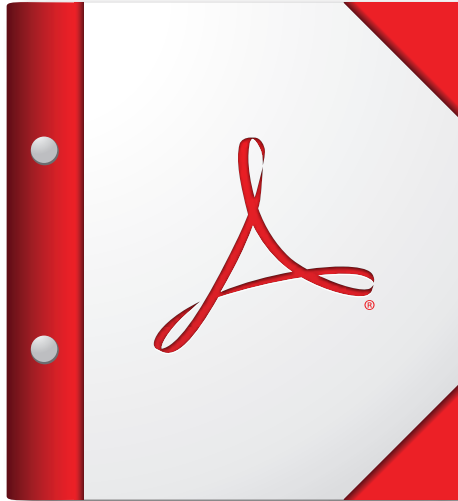
Itasca County Regional Railroad Authority

By: _____

Name: Karin Grandia

Title: County Engineer

Date: _____



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