



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, April 8, 2025

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.10 (MN Dept of Health Substance Use, Recovery and Prevention (SUPER) grant, pull Item #6.7 (Bush Grant Update) and approve the agenda, as amended.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, April 1, 2025 County Board Regular Session.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

1. Approve the minutes of the Tuesday, April 1, 2025 Itasca County Regular Session.

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as presented.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder

SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

1. Approve an LG214 Premises Permit Application, as requested by Grand Rapids Amateur Hockey Association, for gambling at Trailside Restaurant and Bar located at 29314 County Road 52, Bigfork, MN 56628.
2. Request approval for Public Health to submit an application for the Healthy Homes grant.
3. Approve the Highway Maintenance Superintendent position and posting upon final determination and placement.
4. Adopt the Resolution re: Cooperative Construction Agreement No 1057484, which authorizes entering into an agreement for utility adjustments and a pedestrian crosswalk flasher system at the intersection of CSAH 85 & Hwy 2 in the City of LaPrairie.
5. Authorize execution of the attached easement in order to establish Highway right of way for CSAH 7 across the following Itasca County owned parcels:
T01 (TP #04-110-4102): Part of the NE 1/4-SE 1/4, Section 10, T58N-R24W.
T02 (TP #04-110-1403): Part of the SE 1/4-NE 1/4, Section 10, T58N-R24W.
T03 (TP #04-110-1404): Part of the SE 1/4-NE 1/4, Section 10, T58N-R24W.
6. Adopt the Resolution Re: Itasca Driftskippers Snowmobile Club IRRR Regional Trails Program Grant Application and authorize necessary signatures.

VI. REGULAR AGENDA

1. Receive Citizen Input
No citizen input provided.
2. Hold a Legislative Conference Call with Itasca County Delegation.
A Legislative Conference call was provided by Representative Spencer Igo.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. To recognize those employees who have either experienced a job change, given notice of leaving employment, received commendation, or to welcome any new employees.

Welcome to new employee, Amanda Wheelock, Public Health Nurse with the Health and Human Services Department, effective March 31, 2025.

Congratulations to Jeannette Grover, who transferred from Child Support Officer to Health Plan Compliance Coordinator with the Health and Human Services Department, effective March 30, 2025.

Congratulations to Nicole Maki, who transferred from Eligibility Specialist to Medical Claims

Examiner with the Health and Human Services Department, effective March 30, 2025.

Congratulations to Robert LeClair, who promoted from Deputy Sheriff/Sergeant to Deputy Sheriff/Lieutenant with the Sheriff's Department, effective March 30, 2025.

Congratulations to Anthony Meyer, who promoted from Deputy Sheriff/Road Deputy to Deputy Sheriff/Sergeant with the Sheriff's Department, effective March 30, 2025.

Welcome to new employee, Beth Mattson, Social Worker - Home and Community Based Services with the Health and Human Services Department, effective April 7, 2025.

Welcome to new employee, Timothy Surber, Eligibility Specialist with the Health and Human Services Department, effective April 7, 2025.

The following employees were recognized:

Welcome to new employee, Amanda Wheelock, Public Health Nurse with the Health and Human Services Department, effective March 31, 2025.

Congratulations to Jeannette Grover, who transferred from Child Support Officer to Health Plan Compliance Coordinator with the Health and Human Services Department, effective March 30, 2025.

Congratulations to Nicole Maki, who transferred from Eligibility Specialist to Medical Claims Examiner with the Health and Human Services Department, effective March 30, 2025.

Congratulations to Robert LeClair, who promoted from Deputy Sheriff/Sergeant to Deputy Sheriff/Lieutenant with the Sheriff's Department, effective March 30, 2025.

Congratulations to Anthony Meyer, who promoted from Deputy Sheriff/Road Deputy to Deputy Sheriff/Sergeant with the Sheriff's Department, effective March 30, 2025.

Welcome to new employee, Beth Mattson, Social Worker - Home and Community Based Services with the Health and Human Services Department, effective April 7, 2025.

Welcome to new employee, Timothy Surber, Eligibility Specialist with the Health and Human Services Department, effective April 7, 2025.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Approve Commissioner Warrants with a check date of April 9, 2025, in the amount of \$236,230.33.

Motion To: Approve Commissioner Warrants with a check date of April 9, 2025, in the amount of \$236,230.33.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

5. Receive a presentation on the use of Opioid Settlement Funding received by Itasca County-Opioid Committee.
Public Health Division Manager Naesa Myers, County Sheriff Joe Dasovich and County Attorney Jake Fauchald gave updates on the use of Opioid Settlement Funding received by the Itasca County-Opioid Committee.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Approve reallocating 1 FTE Social worker position to 1 FTE PHN position.

Motion To: Approve reallocation 1 FTE Social Worker position to 1 FTE PHN position.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

7. This is informational only.

Pulled

8. This is informational only. No action required.

Public Health Division Manager, Naesa Myers provided information on National Public Health Week 2025 to celebrate and recognize the contributions of Public Health employees.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. Authorize the Transportation Department to enter into the Candidate Conservation Agreement with Assurances and direct the County Engineer to sign the agreement.

Motion To: Authorize the Transportation Department to enter into the Candidate Conservation Agreement with Assurances and direct the County Engineer to sign the agreement.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

10. Approve the Itasca County Probation Department application for the Minnesota Department of Health Substance Use, Recovery and Prevention (SUPER) Grant and authorize necessary signatures.

Motion To: Approve the Itasca County Probation Department application to the Minnesota Department of Health Substance Use, Recovery and Prevention (SUPER) Grant and authorize necessary signatures.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update regarding the Opioid Settlement Funds being used to assure residents that these are not taxpayer dollars being used.

VIII. COMMITTEE REPORTS

Commissioner Snyder reported on attending Lake Jessie Township, Taskforce, DNR, Governor's Staff along with other agencies, and Fairground meetings.

Commissioner Venema reported on attending Fairground and Brownfields meetings.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding Minnesota Pollution Control Agency Grant received for recycle and reuse in collaboration with Leech Lake Band of Ojibwe, Itasca County and Demcon.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 3:08 PM.

ATTEST



Casey Venema
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, April 8, 2025

RESOLUTION 2025-10

RE: COOPERATIVE CONSTRUCTION AGREEMENT No 1057484

IT IS RESOLVED that Itasca County enter into MnDOT Agreement 1057484 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for County disbursement of federal funds to the City of LaPrairie for municipal utility, lighting removal, and pedestrian crosswalk flasher system construction and other associated construction to be performed upon, along, and adjacent to Trucnk Highway 2 within the corporate city limits under State Project 031-596-004 and State Project 3104-61 (TH2=008).

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

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on April 8, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 8, 2025

RESOLUTION 2025-11

**RE: ITASCA DRIFTSKIPERS SNOWMOBILE CLUB
IRRR REGIONAL TRAILS PROGRAM
GRANT APPLICATION**

WHEREAS, Itasca County recognizes the importance of recreational trails to the local economy and supports the grant application made to the Iron Range Resources and Rehabilitation Board (IRRR) for the Regional Trails Grant, and

WHEREAS, the Itasca Driftskippers Snowmobile Club is looking at a permanent fencing solution along the Pokegama Causeway, and

WHEREAS, the IRRR Regional Trails Program grant is available to fund fifty (50) percent of the cost of the project, and

WHEREAS, Itasca County affirms that the Itasca Driftskippers Snowmobile Club recognizes the fifty (50) percent match requirements for the IRRR Regional Trails Program grant, and that they have secured matching funds.

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

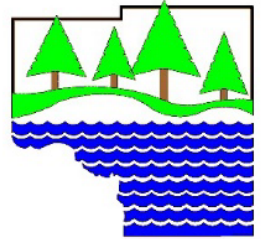
BE IT FURTHER RESOLVED, that the Itasca County Auditor, 123 NE 4th St. Grand Rapids, MN 55744, be named as the fiscal agent for this grant.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on April 8, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator



MEETING INFORMATION SHEET
April 8, 2025

PULL:

1. Item #6.7 (Bush Grant Update)

ADDITIONS:

1. Item #6.10 (Minnesota Department of Health Substance Use, Recovery and Prevention (SUPER) Grant)

CHANGES: None

INFORMATION: None



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, April 1, 2025

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #6.6 (M>N> Technology, LLC Presentation), add Item #6.8 (Letter of Opposition to Payment in Lieu of Taxes (PILT)), : add additional information to Item #5.1(Local 1626), Item #5.2(Local 1452), Item #5.3(Local 580) and Item #5.4(Local 639) and approved agenda as amended.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

IV. MINUTES APPROVAL

Motion To: Approve the minutes of Tuesday, March 25, 2025, county Board Regular Session.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

1. Approve the minutes of the Tuesday, March 25, 2025 Itasca County Regular Session.

V. CONSENT AGENDA

Motion To: Add additional information to Item #5.1(Local 1626), Item #5.2(Local 1452), Item #5.3(Local 580) and Item #5.4(Local 639) and approve the consent Agenda, as amended.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

1. Approve and authorize necessary signatures for the 2025-2027 collective bargaining agreement for AFSCME Local 1626 Courthouse Unit.
2. Approve and authorize necessary signatures for the 2025-2027 collective bargaining agreement for AFSCME Local 1452 Road and Bridge Unit.
3. Approve and authorize necessary signatures for the 2025-2027 collective bargaining agreement for AFSCME Local 580 Health and Human Services Unit.
4. Approve and authorize necessary signatures for the 2025-2027 collective bargaining agreement for AFSCME Local 639 Emergency Communications Unit
5. Authorize offer of employment for the Facilities Manager position to Anthony Palkki at Grade 13, Step 5.
6. Approve the reallocation of one (1) Grade 7 Human Resources Assistant position to one (1) Grade 8 HRIS (Human Resources Information System) Assistant position in the Human Resources Department.
7. Approve Mail Ballot and Absentee Ballot election judges for the April 15th, 2025 Special Primary Election and April 29th, 2025 Special General Election as follows: Doug Braff, Ruth Ann Connolly, Jeff Frazier, Ann Hauser, Marge Sutherland, Dwight Kessler, Sheila Hunter, Emily Christensen, Kathy Krook, Gwen Rutherford, Amy Savelle, Gail Guck, Melissa Skoglund, Tony Fremont, Hollie Hornstra, Jenna Madoll, Michelle Jensen, Kristina Loch, Michael Loidolt, Carolyn Randall and trained alternates as needed.
8. Accept the Minutes of the March 13, 2025 HHS Advisory Committee Meeting.
9. Authorize entering into the Amendment to MnDOT Agreement No. 1056219 for bridge bond funding for SAP 031-670-010 and provide the required signatures.
10. Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Direct County Fee Owned Land Sale.

VI. REGULAR AGENDA

1. Fringe Benefits for County Assessor
Motion To: Approve the Fringe Benefits for county Assessor and set the salary at Grade 15, Step 2 (\$92,872.00).

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

2. Citizen Input
No citizen input was provided.

3. Legislative Conference Call
A Legislative Conference call was provided by MN Lobbyist Shane Zahrt.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of April 2, 2025, in the amount of \$359,306.21.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

5. Nashwauk Ambulance Subordinate Service District.
Motion To: Authorize going out for bids for the Nashwauk Ambulance Subordinate Service District contingent on change regarding contractor choosing a different building at their discretion.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

7. Northland Reliability Project.
Senior Environmental Compliance Specialist Zach Golkowski, Senior Construction Manager, Enterprise Projects Kyle Larson, and Senior Real Estate Specialist gave presentation on the Northland Reliability Project.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. Letter in Opposition of Payment in Lieu of Taxes (PILT)
Motion To: Approve sending Letter in Opposition and authorize Board Chair signature.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including concern about the Payment In Lieu of Taxes (PILT) and levees.

VIII. COMMITTEE REPORTS

Commissioner Johnson reported on attending a Leadership Summit, and Northeastern MN Job Training.

Commissioner Snyder reported on attending Wabana Township, Lake Jessie Township, Intergovernmental meeting, Mesabi Metallica meeting and met with the Governor's Agency.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding having conversations with our Itasca County Residents about changes coming from State and Federal.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 3:20 PM.

ATTEST

Casey Venema
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, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-359

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Gambling Permit

BOARD ACTION REQUESTED:

Approve an LG214 Premises Permit Application, as requested by Grand Rapids Amateur Hockey Association, for gambling at Trailside Restaurant and Bar located at 29314 County Road 52, Bigfork, MN 56628.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-360

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Naesa Myers

AGENDA ITEM:

Approve Public Health to submit application for Healthy Homes grant

BOARD ACTION REQUESTED:

Request approval for Public Health to submit an application for the Healthy Homes grant.

BACKGROUND:

There are many in our communities that are diagnosed with asthma and other respiratory diseases. This grant would allow us to complete a home visit by a PHN to assess the home and give recommendations for improvements to decrease the disease burden. This grant will also allow these individuals to receive up to \$800 in improvement items.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner
SECONDER:	Commissioner
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-329

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Highway Maintenance Superintendent Position

BOARD ACTION REQUESTED:

Approve the Highway Maintenance Superintendent position and posting upon final determination and placement.

BACKGROUND:

Over the years, the Transportation Department has taken steps to streamline operations and reduce staffing levels. These adjustments have revealed the need for a dedicated position to provide a more hands-on approach with field staff, ensuring greater consistency in operations and services across the County. The newly established role of Highway Superintendent is designed to address these priorities and uphold adherence to operational standards.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-363

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

State of Minnesota, City of LaPrairie and Itasca County Cooperative Construction Agreement

BOARD ACTION REQUESTED:

Adopt the Resolution re: Cooperative Construction Agreement No 1057484, which authorizes entering into an agreement for utility adjustments and a pedestrian crosswalk flasher system at the intersection of CSAH 85 & Hwy 2 in the City of LaPrairie.

BACKGROUND:

The Cooperative Construction Agreement between the State of Minnesota Department of Transportation, the City of LaPrairie and Itasca County defines the roles and responsibilities of each party for the construction work on Trunk Hwy 2 from Trunk Hwy 169 to 0.25 miles east of Gunn Road, which includes utility relocation and a pedestrian crosswalk flasher system at the intersection of CSAH 85 and Trunk Hwy 2.

The City requested the state include in its project municipal utility relocation, and a pedestrian crosswalk flasher system. A portion of those costs are eligible for federal aid; however, the County must agree to serve as the City's sponsor for that funding. The County will act as the City's sponsor to receive and disburse the Federal Aid funds for this project. The federal aid funds are capped at \$35,997. The City's local share is estimated at \$9,786.00.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 1057484 AGR LaPrairie-Itasca Co

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner
SECONDER:	Commissioner
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 8, 2025

RESOLUTION 2025-10

RE: COOPERATIVE CONSTRUCTION AGREEMENT No 1057484

IT IS RESOLVED that Itasca County enter into MnDOT Agreement 1057484 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for County disbursement of federal funds to the City of LaPrairie for municipal utility, lighting removal, and pedestrian crosswalk flasher system construction and other associated construction to be performed upon, along, and adjacent to Trucnk Highway 2 within the corporate city limits under State Project 031-596-004 and State Project 3104-61 (TH2=008).

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

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on April 8, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF LA PRAIRIE
AND
ITASCA COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number:	<u>3104-61</u>	Total City Obligation
Trunk Highway Number:	<u>2=008</u>	<u>\$37,746.00</u>
State Project Number:	<u>031-596-004</u>	Anticipated County Federal Aid
Federal Project Number:	<u>NHPP-STBG 002(352)</u>	<u>\$27,960.00</u>
Lighting System A Feed Point:	<u>City</u>	City Non-Federal Aid
		<u>\$9,786.00</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), the City of LaPrairie, acting through its City Council ("City"), and Itasca County, acting through its Board of Commissioners ("County").

Recitals

1. The State will perform grading, bituminous mill and surfacing, ADA improvements, lighting, revise signal system, and pedestrian crosswalk flasher system construction and other associated construction upon, along, and adjacent to Trunk Highway (TH) 2 from TH 169 to 0.25 miles east of Gunn Road/Jess Harry Road according to State-prepared plans, specifications, and special provisions designated by the City and the County as State Project (SP) 031-596-004 and by the State as SP 3104-61 (TH 2=008) ("Project"); and
2. The City has requested the State include in its Project municipal utility and pedestrian crosswalk flasher system construction; and
3. The City will participate in the costs of the municipal utility, lighting removal, and pedestrian crosswalk flasher system construction and associated construction engineering; and
4. The federally eligible City participation construction and associated construction engineering will be reduced by the amount of County Federal Aid funding received for said construction; and
5. Agreement 1057485 between the State and the City of Grand Rapids and Agreement 1057486 between the State and the City of Coleraine will address maintenance responsibilities in addition to those covered under this Agreement; and
6. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
7. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

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 State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 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: 3. Maintenance by the City; 4. Pedestrian Crosswalk Flasher System Power, Ownership, Operation, Maintenance, and Compliance; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the City and the County as SP 031-596-004 and by the State as SP 3104-61 (TH 2=008) are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** The Preliminary Schedule "I" is on file in the office of the City Engineer, in the office of the County Engineer, and attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction**
 - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. **Inspection by the City and the County.** The City and County participation construction covered under this Agreement will be open to inspection by the City and the County. If the City or the County believes the City or County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City or the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City or the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City and County participation construction covered under this Agreement.
- 2.3. **Plan Changes, Additional Construction, Etc.**
 - A. The State will make changes in the Project Plans and contract construction, which may include the City and the County participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City and County officials of any proposed addenda and change orders to the construction contract that will affect the City and County participation construction covered under this Agreement.

- B. The City or the 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 State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the Project, the State will cause the additional work or plan changes to be made.

- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.5. **Permits.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).
- 2.6. **Utility Adjustments.** Adjustments to certain City owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 3.1. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction within the City limits. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 3.2. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction within the City limits, without cost or expense to the State.
- 3.3. **Sidewalks.** Maintenance of any sidewalk construction within the City limits, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.4. **Lighting.** Maintenance and ownership of Lighting System A construction at TH 2 and LaPrairie Avenue. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

3.5. Additional Drainage. No party to this Agreement will drain any additional drainage volume 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 owner of the storm sewer facilities.

4. Pedestrian Crosswalk Flasher System Power, Ownership, Operation, Maintenance, and Compliance

Power, ownership, operation, maintenance, and compliance responsibilities will be as follows for the new Pedestrian Crosswalk Flasher System on TH 2 at LaPrairie Avenue:

- 4.1. Power.** The flasher system is solar powered and will have no upfront hookup or ongoing power costs. If the system is replaced in the future, any upfront and/or ongoing costs associated with providing power to the system are the responsibility of the City. The City will own and be responsible for the solar panel to operate the flasher system.
- 4.2. Ownership, Operation, and Maintenance.** Upon completion of this project, the City will own the Pedestrian Crosswalk Flasher System. The City will operate and maintain the Pedestrian Crosswalk Flasher System, perform all Gopher State One Call locating, and be responsible for future system replacement, all at the City's cost and expense. The maintenance includes, but is not limited to: snow, ice, and debris removal of the pedestrian landings and ramps, associated signing, crosswalk pavement markings, solar panel cleaning/replacement, and lighting without cost or expense to the State. The City will perform all system maintenance in a timely manner.
- 4.3. Compliance.** The City will also be responsible for replacement or upgrades to meet compliance of current and future ADA requirements without cost or expense to the State. If the City fails to comply with the maintenance terms or ADA requirements, or if a safety issue develops, the State may require the City to remove the Pedestrian Crosswalk Flasher System or the State may remove it at the City's cost.
- 4.4. Right-of-Way Access.** The City will submit to the State form "Application for Miscellaneous Work on Trunk Highway Right-of-Way" (Form 1723) in order to perform TH 2 pedestrian crosswalk marking maintenance as described in Article 4.2.

5. Basis of City Cost

- 5.1. Schedule "I".** The Preliminary Schedule "I" includes anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 5.2. City Participation Construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for Mobilization and Traffic Control. It is anticipated that Federal Aid funding will be available to the City as defined below. The City may be billed for the match of their cost participation as shown on the Schedule "I". City costs will include an amount equal to all anticipated Federal Aid funding not applied to the federally eligible City participation construction.
 - A.** 100 Percent will be the City's rate of cost participation in all of the municipal utility, lighting removal, and pedestrian crosswalk flasher system construction as shown on Sheet 2 of the Preliminary Schedule "I."
- 5.3. Federal Aid Funds.** The County will act as the City's sponsor to receive and disburse the Federal Aid funds on this Project. The Federal Aid funds are capped at **\$35,997.00**, and the cap may be modified upon award.
- 5.4. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.

- 5.5. *Plan Changes, Additional Construction, Etc.*** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

- 5.6. *Liquidated Damages.*** All liquidated damages assessed the State'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.

6. City Cost and Payment by the City

- 6.1. *City Cost. \$37,746.00*** is the City's estimated share of the costs of the contract construction, including Federal Aid and the construction engineering cost share as shown in the Preliminary Schedule "I." The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 6.2. *Conditions of Payment.*** The City will pay the State the City's total estimated construction and construction engineering cost share, minus anticipated Federal Aid, as shown in the Revised Schedule "I," after the following conditions have been met:
- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I."
 - B. The City's receipt of a written request from the State for the advancement of funds.
- 6.3. *Acceptance of the City's Cost and Completed Construction.*** The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.
- 6.4. *Final Payment by the City.*** Upon completion of all contract construction and upon computation of the final amount due the State's contractor and determination by the Federal Highway Administration of the amount of its reimbursement to the State, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities and will include all City participation construction items and the construction engineering cost share covered under this Agreement. The Final Schedule "I" may also include City costs in an amount equal to all Federal Aid funding not applied to the federally eligible City participation construction and associated construction engineering. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

7. 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.

7.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155
Telephone: (651) 366-4634
Email: malaki.ruranika@state.mn.us

7.2. The City's Authorized Representative will be:

Name, Title: Jayson Newman, City Engineer (or successor)
Address: 15 Park Drive, LaPrairie, MN 55744
Telephone: (218) 355-0020
Email: jnewman@sehinc.com

7.3. The County's Authorized Representative will be:

Name, Title: Karin Grandia, County Engineer (or successor)
Address: 123 NE 4th Street, Grand Rapids, MN 55744
Telephone: (218) 327-7389
Email: karin.grandia@itasca.mn.us

8. Assignment; Amendments; Waiver; Contract Complete

- 8.1. *Assignment.*** No 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. The foregoing does not prohibit the City or the County from contracting with a third-party to perform City or County maintenance responsibilities covered under this Agreement.
- 8.2. *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.
- 8.3. *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.
- 8.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State, the City, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability; Worker Compensation Claims

- 9.1.** 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 § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and the County.
- 9.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10. Nondiscrimination

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

11. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and the County'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.

12. Government Data Practices

The City, County, and State 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 City and the County 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 City, the County, or the State.

13. Telecommunications Certification

By signing this Agreement, the City and the County certify that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the City and the County will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City and the County will include this certification as a flow down clause in any contract related to this Agreement.

14. 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 Ramsey County, Minnesota.

15. Termination; Suspension

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

15.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City and the County.

15.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

16. Force Majeure

No 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.

(The remainder of this page has been intentionally left blank.)

CITY OF LA PRAIRIE

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.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

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.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"
Agreement 1057484
City of LaPrairie and Itasca County

SP 3104-61 (TH 2=008)

Preliminary: March 21, 2025

SP 031-596-004

Federal Project NHPP-STBG 0002(352)

Grading, bituminous mill and surfacing, ADA improvements, lighting, revise signal system, and pedestrian crosswalk flasher system construction located on TH 2 from TH 169 to 0.25 miles east of Gunn Road/Jess Harry Road to start approximately July 14, 2025 under State Contract ____ with ____

CITY COST PARTICIPATION

	Federal Aid 80 Percent	Federal Aid Match 20 Percent	No Federal Aid	TOTALS
Work Items From Sheet 2	27,960.00	6,990.00		34,950.00
Construction Engineering (8%)			2,796.00	2,796.00
Construction + Construction Engineering Subtotals	27,960.00	6,990.00	2,796.00	37,746.00
(1) Total City Obligation				\$37,746.00
(2) Total Anticipated County Federal Aid				(\$27,960.00)
(3) Total City Obligation Minus Anticipated Federal Aid				\$9,786.00

(1) Amount of total City obligation as described in Article 6 of the Agreement (estimated amount)

(2) Total County Federal Aid funds are capped at \$35,997.00 as described in Article 5.3 of the Agreement

(3) Amount of advance payment as described in Article 6 of the Agreement (estimated amount)

[illegible]

CITY OF LA PRAIRIE

RESOLUTION

IT IS RESOLVED that the City of LaPrairie enter into MnDOT Agreement 1057484 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the municipal utility, lighting removal, and pedestrian crosswalk flasher system construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway 2 within the corporate city limits under State Project 031-596-004 and State Project 3104-61 (TH 2=008).

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of ____ at an authorized meeting held on the _____ day of _____, 2025, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2025

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

ITASCA COUNTY

RESOLUTION

IT IS RESOLVED that Itasca County enter into MnDOT Agreement 1057484 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for County disbursement of federal funds to the City of LaPrairie for municipal utility, lighting removal, and pedestrian crosswalk flasher system construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway 2 within the corporate city limits under State Project 031-596-004 and State Project 3104-61 (TH 2=008).

IT IS FURTHER RESOLVED that the _____
(Title)
and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of _____ County at an authorized meeting held on the _____ day of _____, 20____, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 20____

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-364

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Joshua Falck

AGENDA ITEM:

Establish Highway Easement along CSAH 7 prior to the sale of the old Balsam Garage property.

BOARD ACTION REQUESTED:

Authorize execution of the attached easement in order to establish Highway right of way for CSAH 7 across the following Itasca County owned parcels:

T01 (TP #04-110-4102): Part of the NE 1/4-SE 1/4, Section 10, T58N-R24W.

T02 (TP #04-110-1403): Part of the SE 1/4-NE 1/4, Section 10, T58N-R24W.

T03 (TP #04-110-1404): Part of the SE 1/4-NE 1/4, Section 10, T58N-R24W.

BACKGROUND:

Purpose:

Establish and reserve public highway rights along the CSAH 7 corridor in preparation for the sale of the old Balsam garage.

COUNTY ATTORNEY REVIEW: N/A

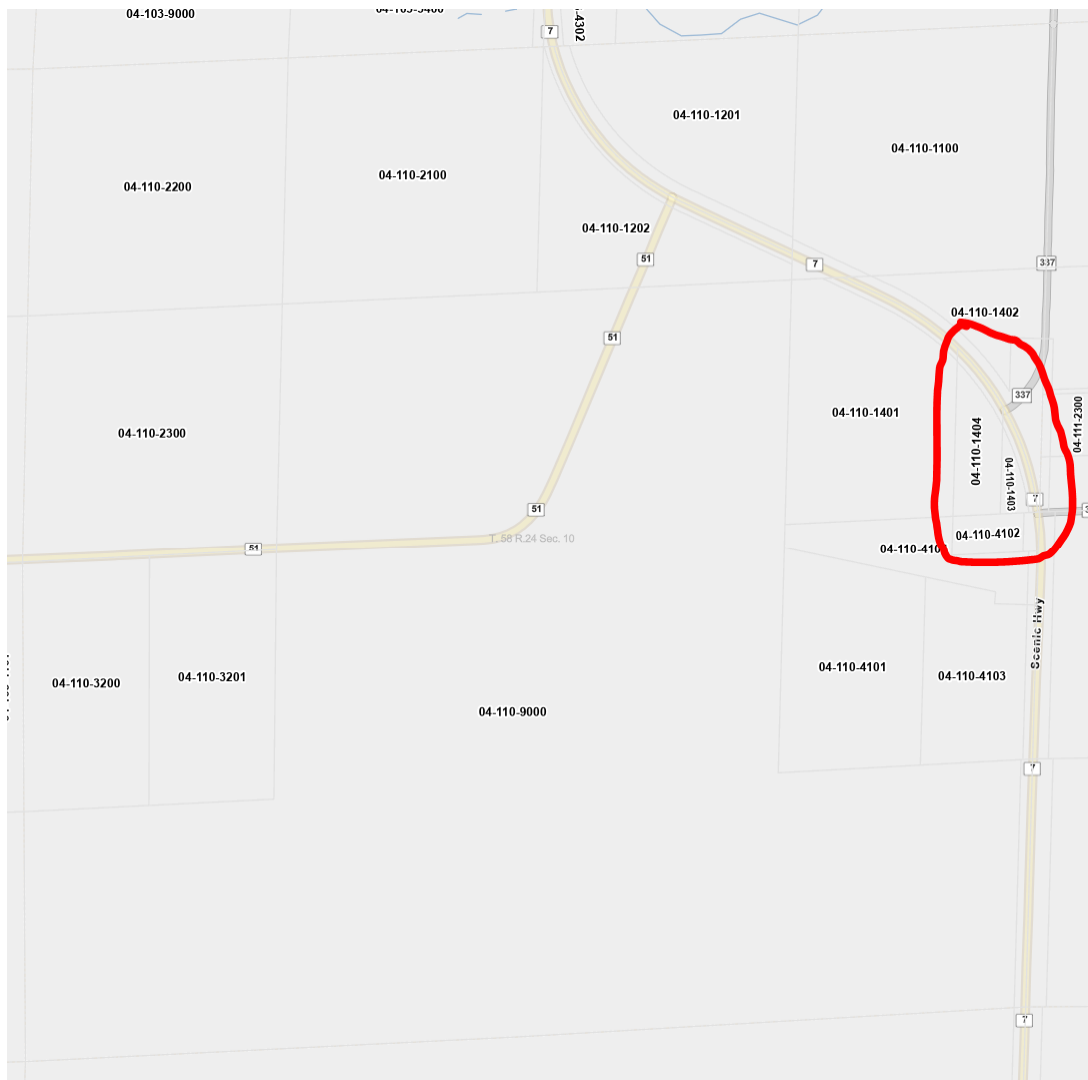
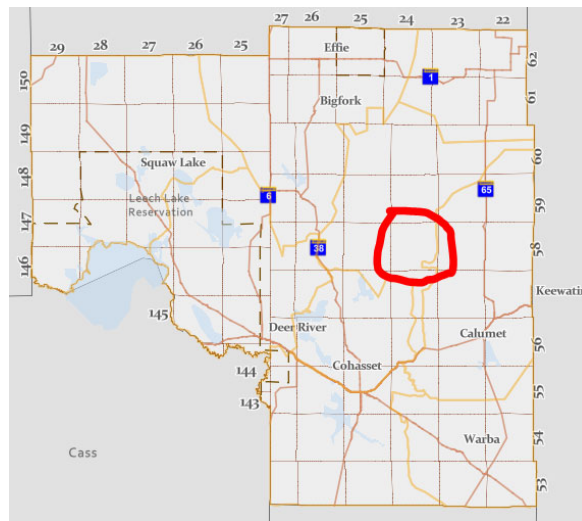
SUPPORTING DOCUMENTATION:

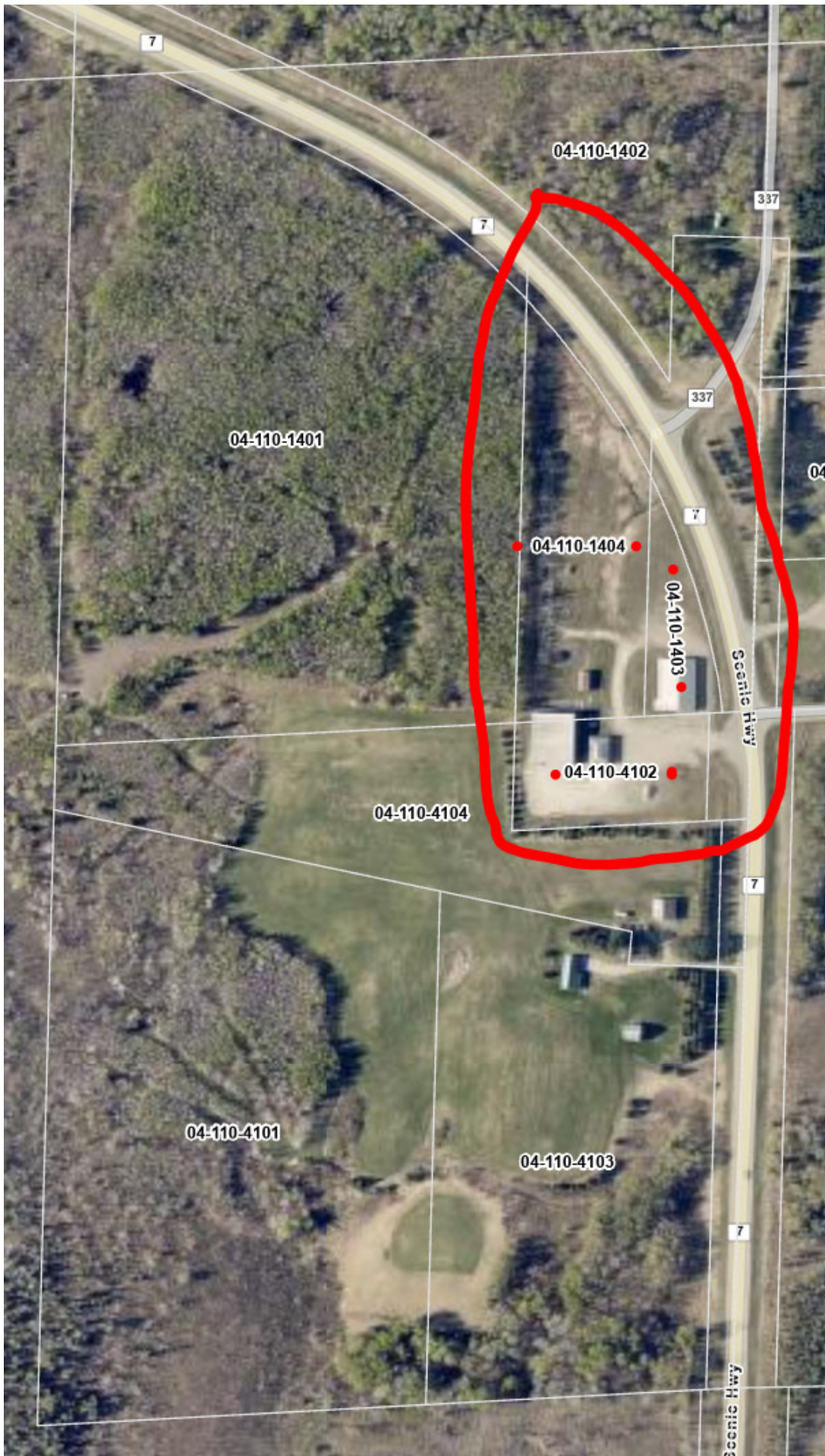
1. RBA_ICTY_007-002-ROW_Exhibit
2. EASE_ICTY_007-002-ROW_R0
3. Highway Easement SIGNED

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

- RBA EXHIBIT —

Acquire Easement Across Itasca County Property for County State Aid Highway 7
(007-002-ROW)





HIGHWAY EASEMENT

THIS INDENTURE is made and entered into this _____ day of _____, 20____, between the **COUNTY OF ITASCA**, a Municipal Corporation and Political Subdivision of the State of Minnesota, hereinafter referred to as "Grantor," and the **COUNTY OF ITASCA**, State of Minnesota, Municipal Corporation and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, Minnesota Statutes 507.47 establishes the validity of easements imposed by a recorded instrument notwithstanding common ownership,

AND WHEREAS, said Grantor is the owner of the real property situated in Itasca County, Minnesota, identified as **GRANTOR OWNED PROPERTY** on the attached **EXHIBIT A**,

AND WHEREAS, Grantor has agreed to grant Grantee an easement for Highway purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey unto the COUNTY OF ITASCA, as Grantee, for highway purposes, free and clear of all encumbrances, the below described real estate in the COUNTY OF ITASCA, State of Minnesota, and the said Grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does hereby release the COUNTY OF ITASCA, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands through and across which the parcel of land hereby conveyed is located by reason of the location, grading, construction, maintenance, and use of a Public Highway over and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the COUNTY OF ITASCA, State of Minnesota, shall have the right to use and remove all earth and materials lying within the parcel of land hereby conveyed and the right to allow utilities over, under, and across said parcel as allowed by State law, all within the easement more particularly defined by the attached "**EXHIBIT A**".

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on the day and year first above written.

GRANTOR: COUNTY OF ITASCA

**By: Casey Venema, Chair,
Itasca County Board of Commissioners**

STATE OF MINNESOTA)
) ss:
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by **Casey Venema, Chair of the Itasca County Board of Commissioners**, as “Grantor”.

(Notary Stamp or Seal)

Signature of Person taking Acknowledgment

This Instrument was drafted by:
Joshua M. Falck
Right of Way Specialist
Itasca County Transportation Department
Courthouse
Grand Rapids, MN. 55744

This conveyance is entitled to recording without payment of fee, pursuant to Minnesota Statutes Section 386.77, it being for the benefit of the County of ITASCA.

- EXHIBIT A -
- HIGHWAY EASEMENT DESCRIPTION -

Itasca County Project: 007-002-ROW
CSAH 7, ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #01 (Tax Parcel #04-110-4102)

(Description based on documents recorded as Book 136 of Deeds Page 63, & #A000256208)

The East 458.00 feet of the North 208.00 feet of the Northeast Quarter of the Southeast Quarter, Section 10, Township 58 North, Range 24 West, Itasca County, Minnesota.

Tract #02 (Tax Parcel #04-110-1403)

Tract #03 (Tax Parcel #04-110-1404)

(Description based on documents recorded as Book 138 of Deeds Page 228, & #A000256208)

That part of the East 458.00 feet of the Southeast Quarter of the Northeast Quarter, Section 10, Township 58 North, Range 24 West, Itasca County, Minnesota, lying southwesterly of County State Aid Highway Number 7.

PERMANENT EASEMENT TO BE CONVEYED

A permanent easement for highway purposes over, under, and across that part of **Tract #01** in the Northeast Quarter of the Southeast Quarter, Section 10, Township 58 North, Range 24 West, Itasca County, Minnesota, lying easterly of a line offset parallel 60.00 feet westerly from **ALIGNMENT E007-2025** as defined on SHEET 02 of this **EXHIBIT A**.

Containing 0.28 acres, more or less.

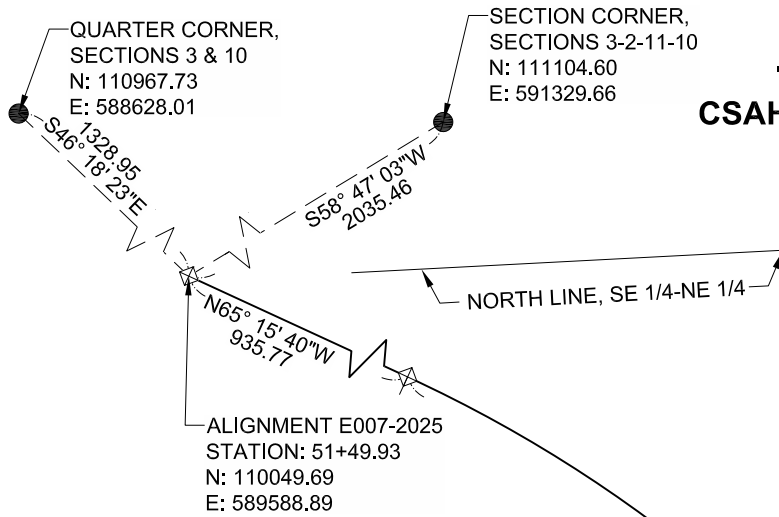
AND

A permanent easement for highway purposes over, under, and across those parts of **Tract #02** and **Tract #03** in the Southeast Quarter of the Northeast Quarter, Section 10, Township 58 North, Range 24 West, Itasca County, Minnesota, lying easterly of a line offset parallel 60.00 feet westerly from **ALIGNMENT E007-2025** as defined on SHEET 02 of this **EXHIBIT A**.

Containing 0.73 acres, more or less, within **Tract #02**.

Containing 0.56 acres, more or less, within **Tract #03**.

- EXHIBIT A - - EASEMENT DETAIL - CSAH 7, ITASCA COUNTY, MINNESOTA



NOTES:

ALL COORDINATES ARE BASED ON THE
MINNESOTA COUNTY COORDINATE SYSTEM -
ITASCA COUNTY NORTH ZONE.

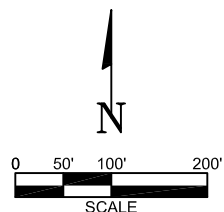
ALL DIMENSIONS ON THIS SHEET REFERENCE
ALIGNMENT E007-2025.

ALIGNMENT E007-2025 LINES ARE TANGENT TO ITS
ADJOINING CURVES.

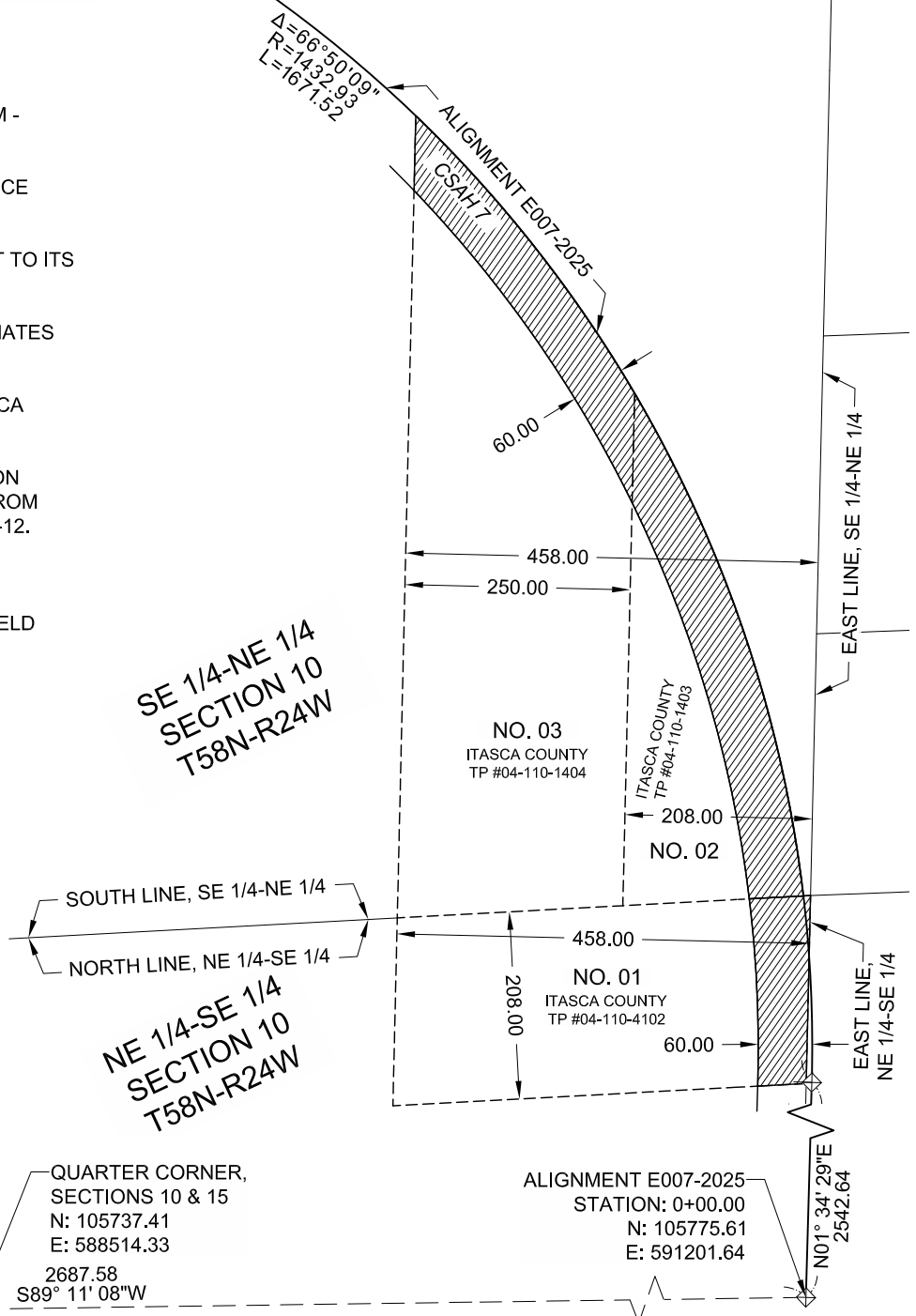
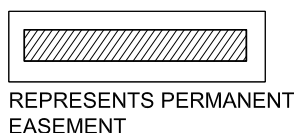
ALIGNMENT E007-2025 CLOSELY APPROXIMATES
THE CENTERLINE OF CSAH 7.

MONUMENT POSITIONS PROVIDED BY ITASCA
COUNTY SURVEYING DEPARTMENT.

ALL UN-DIMENSIONED SECTION SUBDIVISION
LINES AND PARCEL LINES WERE COPIED FROM
THE ITASCA COUNTY GIS-PBM2 ON 2025-02-12.
ITASCA COUNTY GIS INFORMATION IS A
COMPILATION OF DATA FROM DIFFERENT
SOURCES WITH VARYING DEGREES OF
ACCURACY AND REQUIRES A QUALIFIED FIELD
SURVEY TO VERIFY.



- SURVEY MONUMENT
- ◊ CALCULATED POSITION ON
ALIGNMENT E007-2025



HIGHWAY EASEMENT

THIS INDENTURE is made and entered into this _____ day of _____, 20____, between the **COUNTY OF ITASCA**, a Municipal Corporation and Political Subdivision of the State of Minnesota, hereinafter referred to as "Grantor," and the **COUNTY OF ITASCA**, State of Minnesota, Municipal Corporation and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, Minnesota Statutes 507.47 establishes the validity of easements imposed by a recorded instrument notwithstanding common ownership,

AND WHEREAS, said Grantor is the owner of the real property situated in Itasca County, Minnesota, identified as **GRANTOR OWNED PROPERTY** on the attached **EXHIBIT A**,

AND WHEREAS, Grantor has agreed to grant Grantee an easement for Highway purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey unto the COUNTY OF ITASCA, as Grantee, for highway purposes, free and clear of all encumbrances, the below described real estate in the COUNTY OF ITASCA, State of Minnesota, and the said Grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does hereby release the COUNTY OF ITASCA, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands through and across which the parcel of land hereby conveyed is located by reason of the location, grading, construction, maintenance, and use of a Public Highway over and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the COUNTY OF ITASCA, State of Minnesota, shall have the right to use and remove all earth and materials lying within the parcel of land hereby conveyed and the right to allow utilities over, under, and across said parcel as allowed by State law, all within the easement more particularly defined by the attached "**EXHIBIT A**".

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on the day and year first above written.

GRANTOR: COUNTY OF ITASCA

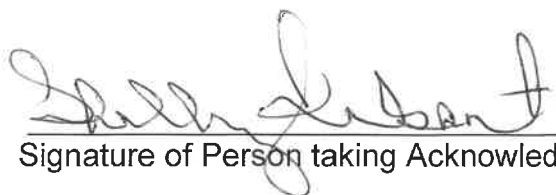
**By: Casey Venema, Chair,
Itasca County Board of Commissioners**

STATE OF MINNESOTA)
) ss:
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me on this 9th day of April,
2025, by **Casey Venema, Chair of the Itasca County Board of Commissioners**, as "Grantor".

(Notary Stamp or Seal)





Signature of Person taking Acknowledgment

This Instrument was drafted by:
Joshua M. Falck
Right of Way Specialist
Itasca County Transportation Department
Courthouse
Grand Rapids, MN. 55744

This conveyance is entitled to
recording without payment of fee,
pursuant to Minnesota Statutes
Section 386.77, it being for the
benefit of the County of ITASCA.

- EXHIBIT A -
- HIGHWAY EASEMENT DESCRIPTION -

Itasca County Project: 007-002-ROW
CSAH 7, ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #01 (Tax Parcel #04-110-4102)

(Description based on documents recorded as Book 136 of Deeds Page 63, & #A000256208)

The East 458.00 feet of the North 208.00 feet of the Northeast Quarter of the Southeast Quarter, Section 10, Township 58 North, Range 24 West, Itasca County, Minnesota.

Tract #02 (Tax Parcel #04-110-1403)

Tract #03 (Tax Parcel #04-110-1404)

(Description based on documents recorded as Book 138 of Deeds Page 228, & #A000256208)

That part of the East 458.00 feet of the Southeast Quarter of the Northeast Quarter, Section 10, Township 58 North, Range 24 West, Itasca County, Minnesota, lying southwesterly of County State Aid Highway Number 7.

PERMANENT EASEMENT TO BE CONVEYED

A permanent easement for highway purposes over, under, and across that part of **Tract #01** in the Northeast Quarter of the Southeast Quarter, Section 10, Township 58 North, Range 24 West, Itasca County, Minnesota, lying easterly of a line offset parallel 60.00 feet westerly from **ALIGNMENT E007-2025** as defined on SHEET 02 of this **EXHIBIT A**.

Containing 0.28 acres, more or less.

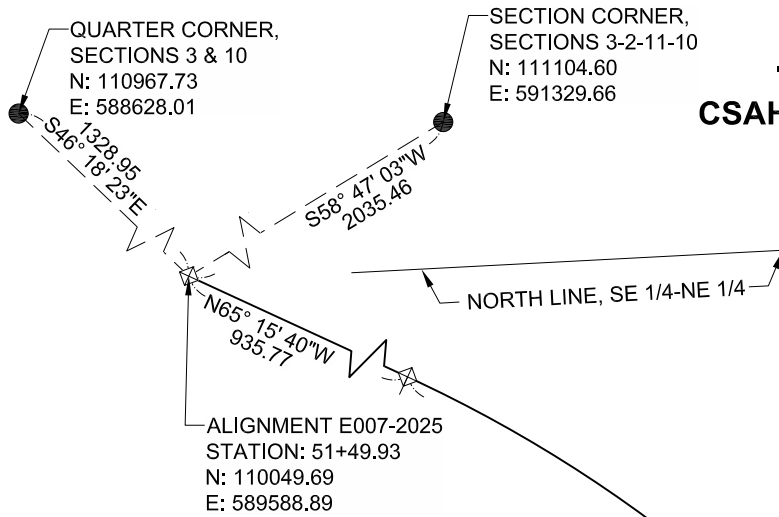
AND

A permanent easement for highway purposes over, under, and across those parts of **Tract #02** and **Tract #03** in the Southeast Quarter of the Northeast Quarter, Section 10, Township 58 North, Range 24 West, Itasca County, Minnesota, lying easterly of a line offset parallel 60.00 feet westerly from **ALIGNMENT E007-2025** as defined on SHEET 02 of this **EXHIBIT A**.

Containing 0.73 acres, more or less, within **Tract #02**.

Containing 0.56 acres, more or less, within **Tract #03**.

- EXHIBIT A - - EASEMENT DETAIL - CSAH 7, ITASCA COUNTY, MINNESOTA



NOTES:

ALL COORDINATES ARE BASED ON THE
MINNESOTA COUNTY COORDINATE SYSTEM -
ITASCA COUNTY NORTH ZONE.

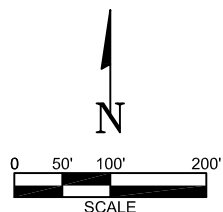
ALL DIMENSIONS ON THIS SHEET REFERENCE
ALIGNMENT E007-2025.

ALIGNMENT E007-2025 LINES ARE TANGENT TO ITS
ADJOINING CURVES.

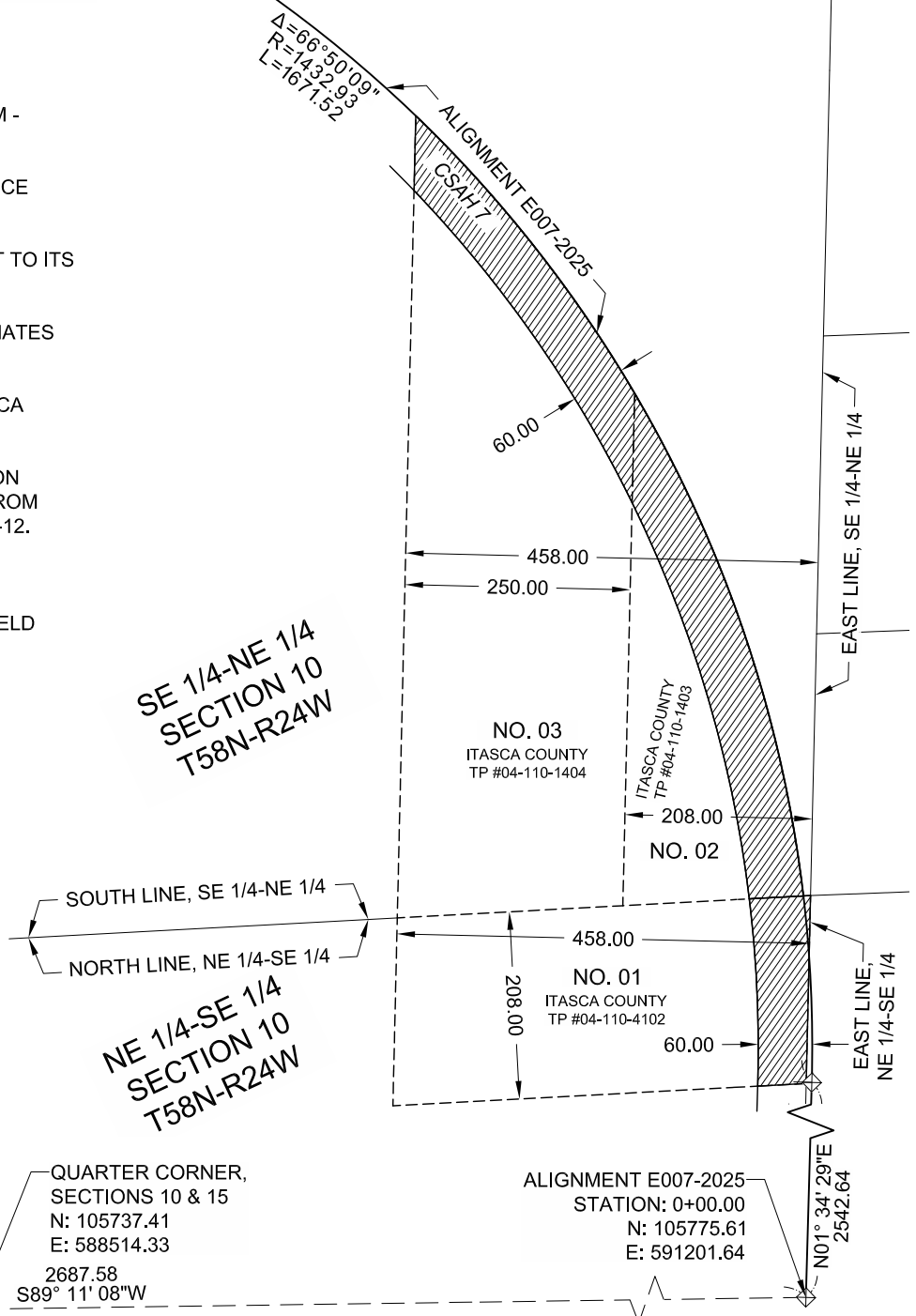
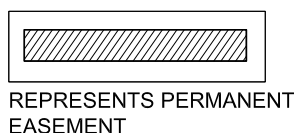
ALIGNMENT E007-2025 CLOSELY APPROXIMATES
THE CENTERLINE OF CSAH 7.

MONUMENT POSITIONS PROVIDED BY ITASCA
COUNTY SURVEYING DEPARTMENT.

ALL UN-DIMENSIONED SECTION SUBDIVISION
LINES AND PARCEL LINES WERE COPIED FROM
THE ITASCA COUNTY GIS-PBM2 ON 2025-02-12.
ITASCA COUNTY GIS INFORMATION IS A
COMPILATION OF DATA FROM DIFFERENT
SOURCES WITH VARYING DEGREES OF
ACCURACY AND REQUIRES A QUALIFIED FIELD
SURVEY TO VERIFY.



- SURVEY MONUMENT
- ◊ CALCULATED POSITION ON
ALIGNMENT E007-2025





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-365

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Itasca Driftskippers Snowmobile Club IRRR Grant

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Itasca Driftskippers Snowmobile Club IRRR Regional Trails Program Grant Application and authorize necessary signatures.

BACKGROUND:

The Itasca Driftskippers Snowmobile Club in collaboration with the Itasca County Land Department has been looking at a permanent fencing solution along their trail on the Pokegama Causeway. For many years the Driftskippers club has been putting temporary fencing up along the trail for safety of the riders and per an agreement with MnDOT. This temporary fencing annual placement has become a time-consuming endeavor every late fall before snowmobile season. In order to save volunteer time, materials, and money while still protecting the users of the trail, the club has decided to move forward with a permanent fence. Field meetings have been completed with MnDOT last summer. The fence used will be the same MnDOT approved fencing that is currently on the causeway. This grant would help cover 50% of the cost. Other granting sources will be considered for the 50% match.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 8, 2025

RESOLUTION 2025-11

**RE: ITASCA DRIFTSKIPERS SNOWMOBILE CLUB
IRRR REGIONAL TRAILS PROGRAM
GRANT APPLICATION**

WHEREAS, Itasca County recognizes the importance of recreational trails to the local economy and supports the grant application made to the Iron Range Resources and Rehabilitation Board (IRRR) for the Regional Trails Grant, and

WHEREAS, the Itasca Driftskippers Snowmobile Club is looking at a permanent fencing solution along the Pokegama Causeway, and

WHEREAS, the IRRR Regional Trails Program grant is available to fund fifty (50) percent of the cost of the project, and

WHEREAS, Itasca County affirms that the Itasca Driftskippers Snowmobile Club recognizes the fifty (50) percent match requirements for the IRRR Regional Trails Program grant, and that they have secured matching funds.

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, 123 NE 4th St. Grand Rapids, MN 55744, be named as the fiscal agent for this grant.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on April 8, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-140

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

/ /

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

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

Tuesday, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-315

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Itasca County Delegation

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

Hold a Legislative Conference Call with Itasca County Delegation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

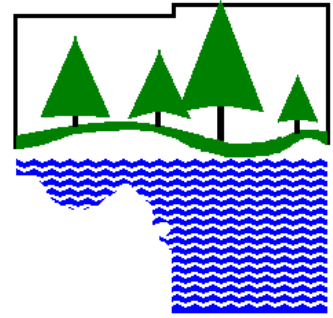
1. 2025 Legislative Priorities FINAL

04/08/2025

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY

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



Itasca County 2025 Legislative Priorities FINAL

- Canisteo Mine Pit Continued O & M Costs
- Hwy 169 – Support efforts for double lane completion
- Increase PILT Reimbursement, Emphasis on Lakeshore Property PILT
- Appropriate reimbursement on ICWA funding based on costs and utilization
- EMS Funding
- Lift Nuclear Moratorium/Energy Transition – Include Biomass as Carbon Neutral
- New Business Economic Development/Investment – Recent Leg Impacts
- Recreation Enforcement State Funding Process
- Tax Forfeiture and Funding

For Legislative Discussion:

Wolf Management and Economic Impact



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-182

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.

Welcome to new employee, Amanda Wheelock, Public Health Nurse with the Health and Human Services Department, effective March 31, 2025.

Congratulations to Jeannette Grover, who transferred from Child Support Officer to Health Plan Compliance Coordinator with the Health and Human Services Department, effective March 30, 2025.

Congratulations to Nicole Maki, who transferred from Eligibility Specialist to Medical Claims Examiner with the Health and Human Services Department, effective March 30, 2025.

Congratulations to Robert LeClair, who promoted from Deputy Sheriff/Sergeant to Deputy Sheriff/Lieutenant with the Sheriff's Department, effective March 30, 2025.

Congratulations to Anthony Meyer, who promoted from Deputy Sheriff/Road Deputy to Deputy Sheriff/Sergeant with the Sheriff's Department, effective March 30, 2025.

Welcome to new employee, Beth Mattson, Social Worker - Home and Community Based Services with the Health and Human Services Department, effective April 7, 2025.

Welcome to new employee, Timothy Surber, Eligibility Specialist with the Health and Human Services Department, effective April 7, 2025.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

04/08/2025

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

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

Tuesday, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-70

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 April 9, 2025, in the amount of \$236,230.33.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-249

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Opioid Settlement Funds

BOARD ACTION REQUESTED:

Receive a presentation on the use of Opioid Settlement Funding received by Itasca County-Opioid Committee.

BACKGROUND:

Itasca County was a class-action participant in the National Opioid lawsuit, resulting in settlement dollars coming to Itasca County from opioid manufacturers. The County Board approved these funds to be split between the County departments primarily affected by opioid addiction: Health and Human Services, Sheriffs Office, and County Attorneys Office. The dollars are to be spent on opioid related services such as education, intervention, prevention, etc.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

04/08/2025

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

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

Tuesday, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-361

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Naesa Myers

AGENDA ITEM:

Reallocate Social Worker position to a Public Health Nurse position

BOARD ACTION REQUESTED:

Approve reallocating 1 FTE Social worker position to 1 FTE PHN position.

BACKGROUND:

Public Health still has 2 open Social Worker positions that were budgeted for 2025 that still need to be posted. We are looking at changing one of these positions to a Public Health Nurse to best fill the needs in the Public Health unit. Both the Social worker (SW) and Public Health Nurse (PHN) are grade 11 positions.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-295

DEPARTMENT: Health & Human Services

TIME REQUESTED: 15 Minutes

PRESENTER: Naesa Myers, Korey Wahwassuck, Kelly Chandler

AGENDA ITEM:

Bush Grant Update

BOARD ACTION REQUESTED:

This is informational only.

BACKGROUND:

The Itasca County Children's Justice Initiative was formed in 2002 in response to a widely noted service gap for people facing a combination of substance abuse and child welfare issues. It included the Itasca County District Court, Itasca County Probation, Itasca County Attorney's Office, Itasca County Health and Human Services, the Leech Band of Ojibwe Tribal Court, local law enforcement agencies, local school districts, Northland Counseling, Advocates for Family Peace, Ross Resources, and others. In late 2018, several members of the Initiative began to explore these issues in depth and found that more than half of the 341 youths served by Itasca County Probation in a three-year period had previously received child protection services in the county, while another 20 youths were involved in a simultaneous child protection case. After realizing that 62 percent 'crossed over' from child protection into juvenile delinquency, they concluded that the current intervention strategies were not working in Itasca County. To facilitate a concerted approach to addressing the issue, local leaders applied for and received a Bush Foundation Innovation Grant in 2019. They identified the following desired outcomes for their work: 1. Better collaboration among service providers. 2. Youth and family voices included in the process. 3. Better understanding of issues facing youth and families. 4. Shared understanding of the connection between child protection and juvenile delinquency. 5. Changes in the systems that resulted in better outcomes for youth and families. We will be updating the County Board on progress and direction with this grant.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

04/08/2025

RESULT:	PULLED FROM AGENDA
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-333

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Naesa Myers

AGENDA ITEM:

National Public Health Week

BOARD ACTION REQUESTED:

This is informational only. No action required.

BACKGROUND:

National Public Health Week 2025 is April 7-13. This week is celebrated to recognize the contributions of Public Health, highlight important issues, and raise awareness about health and prevention efforts to ensure a healthy community.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

04/08/2025

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

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

Tuesday, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-341

DEPARTMENT: Transportation

TIME REQUESTED: 10 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Monarch Butterfly Candidate Conservation Agreement with Assurances

BOARD ACTION REQUESTED:

Authorize the Transportation Department to enter into the Candidate Conservation Agreement with Assurances and direct the County Engineer to sign the agreement.

BACKGROUND: Monarch butterflies face a variety of risks that have led to declining populations. The U.S. Fish and Wildlife Service is in the process of listing the monarch butterfly as a threatened species. If this listing is finalized, it could significantly impact construction projects and road ROW maintenance activities. According to the USFWS, roadside areas provide potential habitat for monarchs during most of the year, excluding winter.

A document called the Nationwide Monarch Candidate Conservation Agreement with Assurances (CCAA) for the Monarch Butterfly on Energy and Transportation Lands was finalized in April 2020. The CCAA was developed through a collaborative effort between the USFWS, a partnership of entities from the energy and transportation sectors (including MnDOT), and the University of Illinois at Chicago (UIC). The monarch CCAA established a voluntary program that counties can use to help reduce disruptions of services if the monarch is listed as a threatened species. The Endangered Species Act allows the USFWS to authorize “take” of a listed species for activities like mowing and construction via the CCAA.

Participating in the CCAA means a road authority is agreeing to choose and implement actions that will benefit monarchs, such as changing mowing timing and seeding milkweed, in exchange for assurances from the USFWS that no additional regulatory requirements will be imposed that impact road construction or maintenance if the monarch is listed under the ESA.

In order for a county to have its roads and activities covered under the CCAA, the county must enroll in the CCAA before the monarch is listed. Unfortunately, it is not possible to give an exact deadline, but we have been following what actions the USFWS service has been taking. On Dec 12, 2024, the US Fish and Wildlife Service (UFWFS) issued a DRAFT rule proposing to list the monarch butterfly as a threatened species under the Endangered Species Act (ESA). They have extended the comment period to May 19, 2025. Over the rest of the year, the USFWS will review these comments and write the final decision. Protections for the monarch butterfly would apply after the effective date

of a final rule.

Due to the proposed timeline for listing the monarch butterfly, we have been working on an application for enrollment into the CCAA. Under the CCAA, Itasca County would enroll all of its road right-of-ways, all nine transportation garage locations and the westerly 5.5 miles of ICRRRA railroad right-of-way into this program. Our application includes 6,856 acres of enrolled land. We are proposing to take conservation measures on the area of road right-of-way that is outside 25' from the centerline on the following stretches of roads:

- CSAH 29 - TH 46 to CSAH 14
- CSAH 45 - TH 38 to CSAH 7
- CSAH 12 - 9th Avenue to TH 65
- CSAH 17 - CSAH 63 to Hwy 169
- Westerly 5.5 miles of the ICRRRA railroad

That results in conservation methods on 343 acres, which is 5% of the enrolled acres required by the CCAA. The conservation methods proposed include brush removal to promote suitable habitat and avoiding mowing (on the conservation acres) between May 15-Sept 20 of each year. Additionally, we committed to using native seed mixtures on upcoming road construction projects when appropriate.

There is an annual fee required by the CCAA. The first year will be \$6,372, which includes a \$3,000 application fee. The future years will be \$3,372/year and it is a five-year agreement. We have the option of renewing the agreement at the end of the initial five-year term and can terminate our enrollment at any time with 30-days written notice.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Certificate of Inclusion

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner
SECONDER:	Commissioner
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

Certificate of Inclusion in the Nationwide CCAA/CCA for Monarch Butterfly on Energy and Transportation Lands

A.1 Certificate of Inclusion Tracking Number ICT2025-01

This Certificate of Inclusion (CI) certifies that Itasca County Transportation Department (Partner), as the owner, leaseholder, or easement holder (or authorized agent thereof) of the property(s) identified in Exhibits 1 and 2 (Application and Supporting Documentation) to this CI, hereby agrees that activities conducted on the enrolled lands are subject to the terms and conditions of the attached Enhancement of Survival Permit, Permit No. TE74464D-0 (the Permit, Exhibit 3) and the Nationwide Candidate Conservation Agreement with Assurances, with Integrated Candidate Conservation Agreement for Monarch Butterflies (the CCAA/CCA; Exhibit 4). The Permit was issued on April 3, 2020 by the U.S. Fish and Wildlife Service (the Service) to the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of the University of Illinois at Chicago (UIC; the Program Administrator) under the authority of Section 10(a)(1)(A) of the Endangered Species Act of 1973, as amended (ESA), 16 U.S.C. 1531-1544. This Permit was issued in conjunction with, and to support, the CCAA/CCA. The purpose of the Permit and the CCAA/CCA is to support UIC's ongoing and future efforts to promote conservation within energy and transportation lands and promote conservation by industry representatives. The definitions and acronyms set forth in the CCAA/CCA that is attached hereto shall apply to this CI, unless otherwise specified.

This CI documents the Partner's voluntary agreement to enroll specified property in the CCAA/CCA. Through this CI, the Partner voluntarily commits to implement specific conservation actions that will reduce and/or potentially remove threats to the monarch as provided in this CI, the CCAA/CCA and the Permit. Pursuant to this CI and the Permit, incidental take of monarchs as a result of the covered activities and conservation measures identified in the CCAA/CCA on or associated with enrolled non-Federal lands, in the event the monarch is federally listed as endangered or threatened, is authorized. The Permit further provides the Partner (and their authorized representatives working on their behalf) with assurances regarding the imposition of additional conservation measures and land use restrictions for monarchs on enrolled non-Federal lands, as specified in the Permit and the CCAA/CCA, in the event the monarch is federally listed. The incidental take authorization and assurances provided by the Permit are conditioned on the Partner's compliance with the terms and conditions of this CI, the CCAA/CCA and the Permit.

This CI is effective upon signature of this CI by the Partner and UIC. Unless terminated as provided in Section B.7 below, this CI shall continue from its effective date through the duration of the CCAA/CCA and Permit as defined in the CCAA/CCA. In the event of a conflict between the terms and conditions of this CI and the CCAA/CCA or Permit, the terms and conditions of the CCAA/CCA or Permit in effect at the time of enrollment shall govern. If the terms and conditions of the Permit and the CCAA/CCA conflict, the terms of the Permit shall govern.

By signing below, the Partner acknowledges that it has read and understands this CI and the CCAA/CCA in effect on the date of the Partner's signature. The Partner further commits to comply with the terms and conditions of the CCAA/CCA and the Permit attached to this CI. Finally, the Partner acknowledges that this CI and the CCAA/CCA may not be sufficient to prevent the listing of the monarch.

A.2 Enrolled Property

A.2.1 Summary of Enrolled Lands

Partner Name and Contact Information:	Itasca County Transportation Department Primary contact: Kory Johnson 123 NE 4 th Street, Grand Rapids, MN 55744 218-327-2853 Kory.johnson@co.itasca.mn.us
Description of Enrolled Properties (or Attach Detailed Map):	Itasca County Transportation Department is enrolling the county's 1,350 road miles, including bituminous and aggregate roads, along with the lands at each of the maintenance facilities and the right-of-way associated with the 8 miles of rail for a total of 6,856 total enrolled acres. The land management ability would include some owned lands and some lands with easements/ROW. See attached map (in Exhibit 2)
Total Acres of Enrolled Properties (all properties covered by permit):	6,856 acres
Total Adopted Acres Target (based on adoption rate):	343 acres
General Description of Monarch Habitat on Enrolled Lands:	The existing habitat within the County right-of-way (ROW) consists of a mixture of forest or grass upland, and some areas of wetland herbaceous vegetation. Adjacent lands to the ROW are mostly forested. Many ROWs are currently mowed regularly but may support nectar plants if not mowed regularly. Milkweed is prolific in Minnesota; it is likely that habitat exists within all herbaceous vegetated ROW.
Duration of Certificate of Inclusion (years from last signature; end date):	Equal to the length of the Permit (effective through April 2, 2045), or until otherwise modified or terminated.
Conservation Measures to be Taken on the Enrolled Lands:	- Seeding and planting to restore or create habitat - Brush removal to promote suitable habitat - Suitable habitat set-asides or idle lands for one or more growing seasons - Conservation mowing to enhance floral resources during migration and breeding - Targeted herbicide treatment of undesirable vegetation using herbicide best management practices

Adaptive Management Thresholds and Corresponding Management Adjustments	Since optional monitoring data will be collected, adaptive management is recommended when the 90% confidence interval is below region-specific criteria for milkweed stem density per Section 14.2.2, Paragraph 4 of the CCAA/CCA. Itasca County Transportation Department will provide an adaptive management summary if warranted.
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A.2.2 Partner Affirmation

By executing this CI, the Partner affirms that it is a Property Owner of the enrolled non-Federal lands as defined by 50 CFR §17.3, which provides that a Property Owner for these purposes is a person or entity with a fee simple, leasehold, or property interest (including owners of water or other natural resources), sufficient to carry out the conservation measures and any other management activities contemplated by this CI, the CCAA/CCA and the Permit, subject to applicable State law, on enrolled, non-Federal land. As to enrolled Federal lands, the Partner affirms that it is a person or entity with a leasehold or other property interest sufficient to carry out the conservation measures and any other management activities contemplated by this CI and the CCAA/CCA on enrolled lands with underlying Federal ownership.

A.2.3 Additions to Enrolled Lands

The Partner may seek to enroll additional eligible lands in this CI during the enrollment period as set out in Section 4 (Enrolled Lands) of the CCAA/CCA.

A.2.4 Transfer of Enrolled Lands

If the Partner transfers its property interest in all or a portion of its enrolled lands, it shall notify UIC as described in Section 9 (Duration of Agreement and Permit) of the CCAA/CCA. Coverage under the Permit for such property will be transferred to the new Property Owner of the CCAA/CCA.

A.2.5 Termination of Enrolled Lands or this CI

A Partner may terminate enrollment of a property in this CI, or terminate this CI in its entirety, in accordance with Section 4 (Enrolled Lands) of the CCAA/CCA. The Program Administrator may also terminate enrollment of a property or this CI as provided in the CCAA/CCA. The process and effect of termination of this CI is described in Sections 7 (Obligations of the Parties) and 9 (Duration of Agreement and Permit) of the CCAA/CCA.

A.2.6 Revisions to Enrolled Lands

A.2.1 (Partner Application; Summary of Enrolled Lands) may be revised in accordance with the procedures outlined in Section 4 (Enrolled Lands) of the CCAA/CCA.

A.3 Participant Agreement to Implement Conservation Measures

The Partner agrees to comply with the requirements of this CI, the CCAA/CCA attached, and the Permit. This Agreement includes the Partner's commitment to implement conservation measures on enrolled lands as provided in their application and Section 6 (Conservation Measures) of the CCAA/CCA.

The Partner shall also notify and educate all relevant personnel, agents, and contractors about the requirements of this CI and the CCAA/CCA, and take steps necessary to ensure that such personnel, agents, and contractors comply with these requirements in their activities on the enrolled lands.

A.4 National Historic Preservation Act

The Partner must comply with all applicable laws and regulations required to protect cultural or archaeological resources pursuant to Section 106 of the National Historic Preservation Act.

A.5 Participant Compliance

A.5.7 Unpaid Administrative Fees

If the Partner fails to remit an administrative fee in accordance with Section 4 (Enrolled Lands) or Section 17 (Administrative Fees) of the CCAA/CCA the Program Administrator may suspend this CI as to the enrolled lands for which the administrative fee is due until such administrative fee is paid. The Program Administrator will notify the Partner 15 business days after the due date of the administrative fee. If the administrative fee is not paid within 30 business days of receipt of the notice, the Program Administrator will issue a Notice of Noncompliance to the Partner. Upon receipt of the administrative fee, the Program Administrator will issue a Notice of Reinstatement to the Partner.

A.5.8 Compliance

Compliance Notice

In response to an alleged failure to implement a condition of this Agreement, the Program Administrator may either directly contact or provide written notice to a Partner (see Compliance Notice). This notice shall require the Partner to submit, within 30 calendar days of the date of the Compliance Notice or other specified time, a written explanation or statement in response that includes: (a) corrective steps taken by the Partner and results achieved; (b) a schedule and description of corrective steps that will be taken and results expected; or (c) a statement denying that the alleged failure has occurred and additional information supporting the statement.

The Program Administrator shall notify the relevant Service contact of the potential compliance issue at the time they send a written Compliance Notice to the Partner, including any consideration for protecting confidential information (Section 8, Confidentiality). The Program Administrator will determine if further Service coordination is required for resolution.

The Program Administrator shall respond in writing to the Partner's response and either: (a) accept the Partner's response and state that the notice is resolved (a Notice of Resolution), or (b) not accept the Partner's response.

Deficiency Notice

If a Partner fails to respond to a Compliance Notice or the Program Administrator disagrees with the Partner's response, the Program Administrator may issue a written Deficiency Notice. A Deficiency Notice shall require the Partner to provide, within 30 calendar days of the date of the Deficiency Notice or other specified time, a written explanation or statement in response that includes: (a) corrective steps taken by the Partner and results achieved; (b) a schedule and description of corrective steps that will be taken and results expected; or (c) a statement denying that the alleged failure has occurred with additional information supporting the statement and a request for discussions.

After coordination with the Advisory Committee, and the Service if necessary, the Program Administrator shall respond in writing to a Partner's response and either: (a) accept the Partner's response and provide a Notice of Resolution; or (b) not accept the Partner's response.

Notice of Noncompliance

If a Partner fails to respond to Deficiency Notice or if the Program Administrator and the Partner cannot resolve the issue through discussions, the Program Administrator shall issue a Notice of Noncompliance. Notices of Noncompliance shall require the Partner to submit, within 30 calendar days of receipt of the Notice of Noncompliance or other specified time, a written explanation or statement in response that includes: (a) corrective steps taken by the Partner and results achieved; (b) a schedule and description of corrective steps that will be taken and results expected; or (c) a statement denying that the alleged failure has occurred with additional information supporting the statement and a request for discussions.

The Advisory Committee will make a recommendation to the Program Administrator regarding whether to accept or not accept the Partner's response. The Program Administrator, with input from the Advisory Committee, will make a determination on whether to accept or not accept the Partner's response. The Program Administrator shall respond in writing to the Partner's response and either: (a) accept the Partner's response and state that the notice is resolved (a Notice of Resolution), or (b) not accept the Partner's response. If the Program Administrator does not accept the Partner's response, the Notice of Noncompliance will be considered unresolved and the Partner may be subject to termination as described in Section 9 (Duration of Agreement and Permit).

Advisory Committee and Program Administrator Review

At any time before a response is due to the Program Administrator, a Partner may seek review of any Compliance Notice, Deficiency Notice, Notice of Noncompliance or proposed termination by submitting a written request to the Advisory Committee. The Program Administrator and the Partner each may prepare a statement of position for review by the Advisory Committee or request a face-to-face review. The Advisory Committee shall review statements, information provided in a face-to-face and other information available to it and issue a recommendation to the Program Administrator, including any recommended corrective action.

The Program Administrator shall review the recommendation of the Advisory Committee, confer with the relevant Service contact, or its designee, and issue its finding and any required corrective action in writing. The Partner and the Program Administrator shall comply with the findings, and the Program Administrator will issue a written Notice of Resolution once the Partner complies with its findings. If the Partner fails to implement the required corrective action within 30 calendar days of its receipt of the findings, the Program Administrator shall notify the Partner in writing that the Notice of Noncompliance has not been addressed and may either provide notice to the Service, or terminate the Certificate of Inclusion of the Partner at that time.

Content and Service of Notices, and Management of Notices and Responses

All Compliance Notices, Deficiency Notices, and Notices of Noncompliance shall be sent either electronically, or by U.S. mail, with a return receipt, to the company representative designated in a Partner's Certificate of Inclusion. All Compliance Notices, Deficiency Notices, and Notices of Noncompliance shall concisely identify the terms or conditions of this Agreement or the Certificate of Inclusion that the Program Administrator believes the Partner has not implemented.

A.6 Termination for Noncompliance

Lands enrolled under this CI may include tens or hundreds of thousands of acres. If a Partner, after Notice of Noncompliance and subsequent response (or lack thereof), still remains in Notice of Noncompliance on lands enrolled under this CI, an appropriate action may be to terminate this CI as it relates to the individual easement(s), lease(s) or parcel(s) of land on which the noncompliance occurred. Depending on the scale or scope of the violations, the failure can result in termination of some or all of this CI. The Program Administrator and the Service, however, recognize that termination of this entire CI is a severe and dramatic action limited to unusual circumstances after all efforts to address noncompliance have been exhausted.

In issuing the Notice of Noncompliance, the Partner shall be notified in writing by the Program Administrator of the proposed termination by certified or registered mail addressed to the contact name in Section 14 of this CI. This notice shall identify the lands for which this CI will be terminated, the reason(s) for the termination. Upon receipt of a notice of proposed termination, the Partner may file written objection to the proposed action within 45 calendar days of the date the Partner received the notice of proposed termination. The objection must state the reasons why the Partner objects to the proposed termination and may include supporting documentation. The Advisory Committee will review the written objection and all documentation, and will issue a recommendation to the Program Administrator on the proposed termination.

The Program Administrator will confer with the relevant the Service CCAA/CCA Coordinator. The Program Administrator will make a decision on the proposed termination within 45 calendar days after the end of the objection period and notify the Partner in writing of its decision and the reasons thereto. The Partner

reserves the right to any and all legal remedies, whether at law or in equity, arising from a decision to terminate some or all of this CI.

A.7 Property Access

The Partner agrees to provide access to enrolled lands as provided in Section 7.3 of the CCAA/CCA.

A.8 No Waiver

The Partner, by entering into this CI, does not concede its agreement with, or endorsement of, any or all of the underlying studies and conclusions in the CCAA/CCA. Further, the Partner does not waive any legal rights or remedies that may exist outside of this CI. The Partner is also not responsible for work being accomplished by the Service, the Program Administrator or any third parties using the Partners' contributed funds.

A.9 Release

If at any time any administrative or legal challenge to the CCAA/CCA prevents the implementation of this CI, the Partner shall be excused from its performance and shall release the signatories of the CCAA/CCA and CI from any legal claims of the Partner's related to this CI and CCAA/CCA. If at any time any administrative or legal challenge to the CCAA/CCA prevents the implementation of this CI, the Program Administrator agrees to release the Partner from any legal claims related to this CI and CCAA/CCA. Partners' obligation to make payments of administrative fees as described in Section 17 (Administrative Fees) of the CCAA/CCA shall be suspended if any administrative or judicial challenge prevents the implementation of this CCAA/CCA or its CIs. If a Partner voluntarily terminates the Agreement, or the Partner is terminated for nonperformance or noncompliance, all funds paid by that Partner will be retained by the Program Administrator for use in CCAA/CCA administration or monarch conservation. In the event of an external termination of the Agreement (e.g. transfer of the Agreement, or lack of conservation need), the Program Administrator will work with Partners to determine the appropriate refund amounts for any pre-paid annual administrative fees beyond the final year of the Agreement, or Program Administrator involvement.

A.10 Amendment

As described in Section 10 (Adaptive Management) of the CCAA/CCA, the effectiveness of the conservation measures in the CCAA/CCA will be reviewed by the Program Administrator, the Service, and Partners periodically over the life of the CCAA/CCA. However, changes to the CCAA/CCA in effect at the time after the Partner executes this CI may only be applied to the Partner upon its written consent. This CI, except for Exhibit 2 (CCA/CCA), may be amended with the written consent of each of the Parties hereto. Exhibit 1 may be revised in accordance with the procedures outlined in Section 4 (Enrolled Lands) of the CCAA/CCA. The Parties agree to process requests for amendments in a timely manner. This CI will only be amended upon written agreement of both the Program Administrator and the Partner. This CI may also be amended to accommodate changes to applicable legal requirements, including but not limited to the Endangered Species Act, the National Environmental Policy Act, and the Service's permit regulations at 50 CFR § 13 and 50 CFR § 17. The proposer of the amendment shall provide a statement describing the proposed amendment and the reasons for it.

A.11 Multiple Originals

This CI may be executed in any number of multiple originals. A complete original of this CI shall be maintained in the records of each of the Parties hereto.

A.12 Reporting Requirements

The Partner will comply with the reporting requirements outlined in Section 14 (Monitoring Provisions) of the CCAA/CCA.

A.13 Confidentiality

The Parties recognize that energy and transportation infrastructure information is confidential and sensitive business information held and not routinely disclosed and may be exempt from disclosure under the Federal and/or Illinois Freedom of Information Act (FOIA). Such confidential, proprietary, and sensitive business information includes but is not limited to the following:

- Any maps depicting lands enrolled by an individual Partner that specifically identify the Partner, or specific location of lands;
- Information describing critical infrastructure information, or critical energy/electric infrastructure information designations;
- Identifying information about an individual Partner's acreage and its specific location or position; or
- Any information that contains proprietary business information as identified and designated by the Partner supplying that information.

Partners should prominently mark each page of these documents as "Proprietary/Not for Release" as appropriate. Accordingly, the Program Administrator shall limit access to the foregoing information to only employees or agents of the Program Administrator, and the Partner that provided the information, unless otherwise authorized in writing by the Partner, or as may be required by law, court order or administrative action. The Program Administrator shall only allow such access to the information via methods allowed by the applicable Partner(s) and solely for the purpose of allowing the relevant and particular information for monitoring and reporting, as described herein. The Program Administrator will not authorize anyone to download, possess, or distribute the information, unless otherwise authorized in writing by the Partner.

The Service and the Program Administrator shall take all reasonable steps to maintain confidentiality under the relevant laws, as well as the Service and the Program Administrator, and their employees and/or agents. Neither the Service nor the Program Administrator are responsible for any information ultimately subject to disclosure under the relevant public open record laws.

For disputes and resolutions being reviewed by the Advisory Committee, the Program Administrator will take similar confidentiality measures when considering the sharing of information with Partners acting within the capacity of the Advisory Committee, and involved with reviews or compliance considerations being considered. The Program Administrator shall only allow such access to the information via methods allowed by the applicable Partner(s) and solely for the purpose of allowing the relevant and particular information for the specified request provided in writing.

If the Service, or the Program Administrator, receives a request under the Federal FOIA, or UIC receives a request under the Illinois FOIA for information which a Partner has identified as potentially confidential in this section, and has responsive documents in its possession containing such information, and as time allows, the Service or the Program Administrator will consult with the Partner that submitted the information and provide an opportunity for the Partner to object to disclosure prior to determining if the information is exempt from disclosure pursuant to the Freedom of Information Act, pursuant to applicable exemptions in the Federal or Illinois FOIA Acts. Additional information regarding the Service's process for responding to Freedom of Information Act requests for possibly confidential information is set out at 43 CFR 2.26-2.36 (2013).

A.14 Contacts

Any notice permitted or required by this CI, the CCAA/CCA or the Permit shall be transmitted within any time limits described in this CI, the CCAA/CCA or the Permit to the persons set forth below. Notice may be provided electronically (via email) or in writing unless the form of notice is otherwise identified in this CI, the CCAA/CCA or the Permit. Any notice provided by electronic mail is deemed received upon the sender's receipt of an electronic mail from the intended recipient confirming delivery. Lack of receipt within five (5) business days may result in follow up via phone call, or a duplicate notice provided in writing. Notice in writing shall be deemed given five (5) business days after deposit in the United States mail, sent certified and postage prepaid, and return receipt requested. All notices and correspondence will be addressed to the contacts listed below. Should either party designate other contacts for day-to-day communications, that notification will be sent to the Program Administrator in writing similar to other notices outlined here:

Partner: Itasca County Transportation Department

Contact Name: Kory Johnson

Title: Highway Maintenance Director

Address: 123 NE 4th Street Grand Rapids, MN 55744

Telephone: 218-327-2853

Fax: _____

Email: Kory.johnson@co.itascamn.us

UIC/Permit Holder Representative:

Contact Name: Megan Petraitis

Title: Senior Program Manager – Conservation Agreements

Address: Energy Resources Center, University of Illinois Chicago
1309 S Halsted St, M/C 156
Chicago, IL 60607

Telephone: (312) 413-9338

Fax: (312) 996-5620

Email: mpetrat@uic.edu

A.15 Signatures

IN WITNESS WHEREOF THE PARTIES HERETO have executed this Certificate of Inclusion to be in effect on the date of the last signature below.

Partner and Affiliation

Date

Program Administrator/Permit Holder Representative

Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-368

DEPARTMENT: Probation

TIME REQUESTED: 5 Minutes

PRESENTER: Kevin Glass

AGENDA ITEM:

Minnesota Department of Health Substance Use, Recovery and Prevention (SUPER) Grant

BOARD ACTION REQUESTED:

Approve the Itasca County Probation Department application for the Minnesota Department of Health Substance Use, Recovery and Prevention (SUPER) Grant and authorize necessary signatures.

BACKGROUND:

With an emphasis on supporting communities facing substantial barriers, including individuals impacted by the justice system and American Indians, Itasca County Probation plans to use this grant to provide a holistic approach to support youth and their families. This initiative will provide vital resources to help juveniles and families overcome barriers to treatment and recovery, ultimately improving outcomes and fostering healthier communities. The anticipated grant request is up to \$300,000 per year over four years. The needed staff capacity for the project will be contracted through a local for-profit entity.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4