

MEETING INFORMATION SHEET
FEBRUARY 24, 2026

PULL: None

ADDITIONS:

1. Item # 6.2 Employee Recognition
2. Item # 6.9 Schedule a Special Session re: Leadership Update

CHANGES: None

INFORMATIONAL: None



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 24, 2026

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.2 (Employee Recognition) and Item #6.9 (Schedule a Special Session Re: Leadership Updates) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 17, 2026, County Board Regular Session.

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

1. Approve the minutes of the Tuesday, February 17, 2026 Regular Session.

V. CONSENT AGENDA

Motion To: Approve the Consent agenda, as presented.

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

1. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Borealis Health, PLLC.
2. Approve the Crossing Surface Installation Agreement between Itasca County and BNSF.
3. Award SP 3102-52 (T.H. 2 = 008) City of Deer River Shared Use Trail and Roadway Lighting project to the lowest responsible bidder, TNT Construction Group, LLC in the amount of \$1,222,750.00 and authorize the required signatures on the contract documents.
4. Adopt the Resolution Re: US Highway 2 Recreational Trail Integration Project (2027) Federal Recreational Trails Program Grant Application, and authorize necessary signatures.

VI. REGULAR AGENDA

1. Legislative Conference Call

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2. Employee Recognition

Welcome Katheryn Preston who began as a Corrections Deputy in the Sheriffs Department, effective February 17, 2026.

The following employees are celebrating significant work milestones this month:

Kimberly Huffman, celebrating 25 years
 Amanda Schultz, celebrating 20 years this month
 Damon Tuttle, celebrating 15 years this month

3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of February 25, 2026, in the amount of \$2,177,619.31.

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

4. ICHHS Warrants

Motion To: Approve Itasca County Health and Human Services Warrants for February 2026 in the amount of \$1,240,765.26.

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

5. Approval to Post Positions

Motion To: Approve Posting Positions: Two District Foresters, One Environmental Specialist, One Assistant County Attorney, and One Legal Secretary.

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

6. County Based Purchasing (IMCare) Division Update/Presentation
Steve Gottwalt, MACHP ED provided update on the 2026 Legislative Session Re: County Health Plans.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. Swan River Deer Yard WMA
Will Cooksey, Sr. Project Manager and Clarissa Spicer, NE Regional Director provided information on the Swan River Deer Yard WMA.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. SWCD AIS Program
Bill Grantges, Itasca SWCD AIS Program Manager provided an update on the SWCD AIS Program - 2025 Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Motion To: Approve the SFY 2027 Budget.

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

9. Schedule a Special Session Re: Leadership updates
Motion To: Approve scheduling a Special Session Re: Leadership Updates.

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

VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including Itasca County receiving 68,544 views in 2025 from viewers watching our Board meetings on ICTV.

VIII. COMMITTEE REPORTS

Commissioner Hopkins reported on attending a Grand Village Board meeting.

Commissioner Johnson reported on attending a quarterly AFSCME Legislative meeting, ARDC meeting, Arrowhead Counties Assn meeting, Chamber of Commerce meeting, and met with Land Dept. Commissioner and other staff.

Commissioner Venema reported on attending a Nashwauk City Council meeting, Balsam Township meeting, and a Chamber Dinner.

Commissioner Smith reported on attending a meeting with Sara Thompson (Land Dept), CEDA, and Leech Lake Band members.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding a fast-paced Legislature this year and publicly appealed to all Legislators to find common ground leadership and exercise it.

Commissioner Venema provided comment regarding the Site Committee and asked for reference on where they are specifically with the Veteran's Service Office and the old Probation Building.

Commissioner Smith provided comment regarding both items Commissioner Venema spoke to state that the committees will be working to meet in the next couple of weeks with hopes of bringing a sale item to the Board for approval. He also reiterated that "Coffee with Commissioners" is happening on 2/26/2026 at 6:00 p.m. at the Morse Town Hall, Deer River, MN.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Smith adjourned the meeting at 3:58 PM.

ATTEST



Cory Smith
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 24, 2026

RESOLUTION 2026-15

RE: US HIGHWAY 2 RECREATIONAL TRAIL INTEGRATION PROJECT (2027)

FEDERAL RECREATIONAL 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 Minnesota Department of Natural Resources for the Federal Recreational Trail Grant Program, and

WHEREAS, Itasca County and the Minnesota Department of Transportation are collaborating to incorporate a seasonal, multi-use recreational trail corridor into the planned 2027 US Highway 2 reconstruction project; and

WHEREAS, the proposed 10-foot-wide trail corridor is intended to accommodate seasonal snowmobile use during winter months and other recreational trail uses during non-winter months, including walking, bicycling, etc.; and

WHEREAS, the project will enhance regional connectivity, improve public safety, and support year-round recreational and transportation opportunities within the City of Warba and surrounding areas; and

WHEREAS, a Federal Recreational Trail Grant Program grant is available to fund seventy-five (75) percent of the cost of the project under this grant, and

WHEREAS, Itasca County and the Greenway Snowmobile Club recognize the twenty-five (25) percent match requirement for the Federal Recreational Trail grant program, and are actively seeking matching funds, and

NOW, THEREFORE, BE IT RESOLVED, if Itasca County is awarded a grant by the Minnesota Department of Natural Resources, Itasca County agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project and 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 applicant has read the Conflict-of-Interest Policy contained in the Trail Program Grant Manual and certifies it will report any actual, potential, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED, Itasca County hereby assures that the recreational trail corridor will be maintained for a period of no less than 25 years as required by the Federal Recreational Trail Grant Program, 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 (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder

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 February 24, 2026 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
(218) 327-2847

Tuesday, February 17, 2026

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull a portion of Item #6.2 (Job Postings regarding Assistant County Attorney and Legal Secretary) and approve the agenda, as amended.

RESULT: APPROVED (3 TO 0)
MOVER: Commissioner Larry Hopkins
SECONDER: Commissioner Terry Snyder
AYES: Cory Smith, Terry Snyder, Larry Hopkins
ABSENT: John Johnson, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 10, 2026, County Board Regular Session.

RESULT: APPROVED (3 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Larry Hopkins
AYES: Cory Smith, Terry Snyder, Larry Hopkins
ABSENT: John Johnson, Casey Venema

1. Approve the minutes of the February 10, 2026, Regular Session.

V. CONSENT AGENDA

Motion To: Pull Item #5.4 (Federal Recreational Trail Program (F RTP) Grant Approval and Acceptance and approve the Consent agenda, as presented.

RESULT: APPROVED (3 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Larry Hopkins
AYES: Cory Smith, Terry Snyder, Larry Hopkins
ABSENT: John Johnson, Casey Venema

1. Approve extended Letter of Understanding between Itasca County and AFSCME Local 1626 MIS On-Call Procedure.
2. Award 2026 Site Preparation Contract to Future Forests Inc. in the amount of \$73,314.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.
3. Award 2026 Tree Planting Contract to Thomas Forestry in the amount of \$20,164.17 to be paid from the Forest Resource Fund 12 and authorize necessary signatures.
5. Adopt the Resolution Re: Federal Recreational Trails Program Grant Application for the UPM/Blandin ATV/OHM Trail and Driftskipper Snowmobile Trail and authorize necessary signatures.

VI. REGULAR AGENDA

1. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of February 18, 2026, in the amount of \$1,321,123.21.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, Larry Hopkins
ABSENT:	John Johnson, Casey Venema

2. Approval of Posting

Motion To: Pull the Assistant County Attorney and Legal Secretary positions and approve the Highway Maintenance Worker.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, Larry Hopkins
ABSENT:	John Johnson, Casey Venema

3. Family & Child Services Division 2025 Summary

Family Services Division Manager Becky Lauer provided a summary of the Family & Child Services Division for 2025 for informational purposes only; no action taken.

4. 5-year Plan for Highway Improvement Projects Presentation

Assistant County Engineer Ryan Sutherland provided a 5-year plan for Highway Improvement Projects for informational purposes only; no action taken.

5. MOA - Little Fork Watershed

Motion To: Approve adding the city of Cook as a formal member to the Memorandum of Understanding (MOU) for the Little Fork Watershed Comprehensive Watershed Management Plan (CWMP that was first signed in March 2025).

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, Terry Snyder, Larry Hopkins
ABSENT:	John Johnson, Casey Venema

VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, reiterating the difficult job that so many Itasca County Employees have and his appreciation for all employees.

VIII. COMMITTEE REPORTS

Commissioner Hopkins reported on attending a meeting at Marcell Township and also met with the Mayor of Bigfork.

IX. COMMISSIONER COMMENTS

Commissioner Smith provided comment regarding Coffee with Commissioners on February 26, 2026, at 6pm at Morse Town Hall, Deer River, MN.

X. CLOSED SESSIONS

XI ADJOURN

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Chair Smith adjourned the meeting at 3:03 PM.

ATTEST

Cory Smith
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 24, 2026

REQUEST FOR BOARD ACTION: RBA-2026-94

DEPARTMENT: Health & Human Services

TIME REQUESTED:

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Borealis Health, PLLC

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board chair to sign the contract between IMCare and Borealis Health, PLLC.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:

1. PPA - Borealis Health, PLLC
2. Provider Participation Agreement

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 24, 2026

REQUEST FOR BOARD ACTION: RBA-2026-89

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
CSAH 74 Railroad Crossing Surface Agreement

BOARD ACTION REQUESTED:
Approve the Crossing Surface Installation Agreement between Itasca County and BNSF.

BACKGROUND:
Under this agreement, the railroad crossing surface on CSAH 74 will be replaced by BNSF. Costs will be shared by both parties. Itasca County's project costs will be paid for with state aid funds.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. BF-20600857+CM_CrossingSurface_097743U_MN-2.13.26

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



Contract Number: BF-20600857

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF-20600857
Mile Post 96.5
Line Segment 30
U.S. DOT Number 097743U
Lakes Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of [_____, ____], by and between Itasca County (hereinafter called, "**AGENCY**") and BNSF Railway Company (hereinafter called, "**BNSF**").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to replace the existing concrete crossing surface at CR 74 with a new concrete crossing surface;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **BNSF Work.** The Company will install a new concrete crossing surface for a width of Approximately 48- feet from the edge of the pavement on the East side of the tracks to the edge of the pavement on the West side of the tracks. The new crossing surface will adequately cover all vehicular driving lanes at CR 74 and be raised to match the profile of the road. The Company will perform all necessary track upgrades to accommodate the new crossing surface.
- 2) **AGENCY Work.** AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:
 - A. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
 - B. Installation of advance warning signs in accordance with the MUTCD;
 - C. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;



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- D. Provide suitable drainage, both temporary and permanent;
 - E. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the crossing surface(s);
 - F. Construct approaches on both ends of the track; and
 - G. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.
- 3) **Payment; Invoicing.** Upon execution of this Agreement by both parties hereto, Company will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface. Company shall send to Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt.
- Agency agrees to pay Company One Thousand and No/100 Dollars (\$1,000) per foot for the new crossing surface. Agency's **ESTIMATED** total cost for the new crossing surface is \$48,000.
- 4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.
- 5) **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the CR 74 crossing during installation of the new crossing surface.
- 6) **Drainage.** The AGENCY agrees to allow BNSF to drain water from the CR 74 crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.
- 7) **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at CR 74 and the new crossing surface on both sides of the track as well as the area between the tracks.
- 8) **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in



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each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-I, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

- 9) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: _____

Printed Name: _____

Title: _____

AGENCY:

Itasca County

By: _____

Printed Name: _____

Title: _____



Contract Number: BF-20600857

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

- A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of
- _____
- _____
- _____.
- B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



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- E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to Environmental Laws (as defined below) and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- F. The Contractor must notify **Itasca County** and Railway's Manager Public Projects, telephone number (_____) _____ at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _____.
- G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.



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- H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

- A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3) Railway Requirements

- A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- B. The Contractor must notify the Railway's Project Engineer _____ at (_____) _____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- C. The Contractor must abide by the following temporary clearances during construction:
- 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts



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D. Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **Itasca County** and must not be undertaken until approved in writing by the Railway, and until the **Itasca County** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **Itasca County** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan



Contract Number: BF-20600857

- A.** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B.** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
- i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.erailsafe.com, in addition to any other applicable regulatory requirements.
 - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
 - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.



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- iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

- A. The Contractor must give BNSF's Scheduling Agent (BNSFScheduling@wilsonco.com) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Scheduling Agent can make appropriate arrangements (i.e., obtain availability and cost estimate for three (3) approved vendors for selection). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Scheduling Agent ten (10) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- B. Unless determined otherwise by Railway's Project Representative, protective flagging services will be required when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - i) When, upon inspection by Railway's Representative, other conditions warrant.
 - ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - iii) When work in any way interferes with the safe operation of trains at timetable speeds.
 - iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- C. Flagging services will be performed by qualified Railway flaggers.
 - i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.



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- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by Itasca County and invoiced through BNSF's Scheduling Agent. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision, scheduling and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

The cost of **inspector coordinator services** provided by the railway will be borne by **Contractor**. The estimated cost for inspector coordinator services is approximately \$1,200 per day. The contractor shall reimburse the railroad for actual costs of inspection services.

- iv) The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

6) Contractor General Safety Requirements

- A.** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- B.** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C.** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how



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to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE**



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STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

- A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (_____)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor



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must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.
- E. Excavations and restoration must be conducted in accordance with all applicable Legal Requirements and the environmental provisions of Section 8.
- F. All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway-approved source, and must otherwise be suitable for its intended purpose as backfill material. Supporting documentation shall be provided to Railway upon request.
- G. Contractor must meet the appropriate compaction requirements for all fills and will be responsible for settlement of all fills, erosion, and embankments that may occur as a result of the placement fill.

8) Environmental Requirements:

- A. Contractor must comply with all Environmental Laws (as defined below). Contractor must not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below).
- B. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any release of Hazardous Materials non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the



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impact of such release. Contractor must also give Railway prompt notice of all measures undertaken to investigate, remediate, or respond to any aforementioned condition.

- C. If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws arising in any way with respect to the work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.
- D. If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall, at Contractor's expense, characterize any such impacted soils. Upon receiving sampling results, Contractor shall, at Contractor's expense, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.
- E. All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility, at Contractor's expense, in accordance with all Environmental Laws. Contractor shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.
- F. Notwithstanding anything in this Section 1.08, Contractor understands that Railway has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.
- G. "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency



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Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- H. "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

9) Personal Injury Reporting

- A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- | | |
|---|--|
| ☐ Passenger on train (C) | ☐ Non-employee (N)
<i>(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)</i> |
| ☐ Contractor/safety | ☐ Contractor/non-safety sensitive (G) |
| ☐ Volunteer/safety sensitive (H) | ☐ Volunteer/other non-safety sensitive (I) |
| ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates | |
| ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates | |
| ☐ Non-trespasser (J) - Off railroad property | |

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490



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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

Treatment:

- ☐ First Aid Only
☐ Required Medical Treatment
☐ Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



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EXHIBIT "C-1"

**Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

Railway File: _____

Agency Project: _____

Account Name, a/an State or Country of Formation Type of Organization (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20__, **TBD** with **Itasca County** for the performance of certain work in connection with the following project:_____. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **Itasca County** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

- A.** Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of



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Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

- B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- C.** Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.
- D.** In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**



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- E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

- A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

- i) The policy will provide a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury and Advertising Injury
 - (3) Fire legal liability
 - (4) Products and completed operations
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 - (1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's



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property.

- (2) Waiver of subrogation in favor of and acceptable to RAILWAY; and
 - (3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and
 - (4) Separation of insureds; and
 - (5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.
- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance

- i) The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - (1) Bodily injury and property damage
 - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - (1) Waiver of subrogation in favor of and acceptable to RAILWAY;
 - (2) Additional insured endorsement in favor of and acceptable to RAILWAY;
 - (3) Separation of insureds;
 - (4) The policy shall be primary and non-contributing with respect to any



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insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

- i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
 - (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 - (1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

- i) Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
 - (1) Endorsed to include the Pollution Exclusion Amendment
 - (2) Endorsed to include the Limited Seepage and Pollution Endorsement.
 - (3) Endorsed to remove any exclusion for punitive damages.
 - (4) No other endorsements restricting coverage may be added.
 - (5) The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement.
 - (6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on



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the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

E. Other Requirements:

- i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.
- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF	Railway	Company
c/o		CertFocus
P.O.	Box	140528
Kansas	City,	MO
Toll	Free:	877-576-2378
Fax	number:	817-840-7487



Contract Number: Document ID

Email:
www.certfocus.com

BNSF@certfocus.com

- vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
- vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.
- ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.
- x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.
- xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
- xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity



Contract Number: Document ID

provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

- xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
- xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
- xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made



Contract Number: Document ID

against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

- C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) ENVIRONMENTAL

- i) Contractor shall strictly comply with all Environmental Laws (as defined below). Contractor shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises. Small quantities of diesel fuel, engine oil, and hydraulic fluids used in the operation of Contractor's equipment shall not be deemed a violation of this Section 5.
- ii) Contractor shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Contractor shall immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of the Premises must be immediately reported to Railroad at EnvironmentalLeases@bnsf.com. Contractor also shall give Railroad prompt notice of all measures undertaken on behalf of



Contract Number: Document ID

Contractor to investigate, remediate, respond to or otherwise cure a release or violation.

iii) If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws caused by Contractor or arising in any way with respect to Contractor's work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

iv) If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall characterize any such impacted soils. Upon receiving sampling results, Contractor shall, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

v) All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility in accordance with all Environmental Laws. Either Contractor or Agency shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

vi) All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway approved source, and supporting documentation shall be provided to Railway upon request.

Contractor shall promptly report to Railroad in writing any conditions or activities upon the Railroad Property known to Contractor which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Contractor's reporting to Railroad shall not relieve Contractor of any obligation whatsoever imposed on it by this Agreement. Contractor shall promptly respond to Railroad's request for information regarding said conditions or activities.

vii) Notwithstanding anything in this Section 5, the parties agree that BNSF has no duty or obligation to monitor Contractor's use of the property or right of way to



Contract Number: Document ID

determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

viii) "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

ix) "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

6) EXHIBIT "C" CONTRACTOR REQUIREMENTS



Contract Number: Document ID

- A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/fags/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

7) TRAIN DELAY

- A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.
- D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway



Contract Number: Document ID

confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

- E. Contractor and its subcontractors must give Railway's representative Ben Peterson 4-weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



Contract Number: Document ID

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

BNSF RAILWAY COMPANY

Account Name

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: Manager Public Projects

Title: _____

Date: _____

Date: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____

Zip: _____

Fax: _____

Phone: _____

E-mail: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 24, 2026

REQUEST FOR BOARD ACTION: RBA-2026-90

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Bid Award for Contract 3102-52 - City of Deer River - Shared Use Trail and Roadway Lighting

BOARD ACTION REQUESTED:

Award SP 3102-52 (T.H. 2 = 008) City of Deer River Shared Use Trail and Roadway Lighting project to the lowest responsible bidder, TNT Construction Group, LLC in the amount of \$1,222,750.00 and authorize the required signatures on the contract documents.

BACKGROUND:

Bids were opened on August 2, 2021 at 11:00 a.m. Results of that bid are as follows:

Engineer's Estimate	\$1,196,296.00
TNT Construction Group, LLC	\$1,222,750.00
Casper Construction, Inc.	\$1,240,000.00
Wm. J. Schwartz and Sons	\$1,364,099.64

As required by the Local Partnership Program (LPP) grant, Itasca County is the fiscal agent for the City of Deer River for this project. All costs for the project are covered by either the grant or the City of Deer River; there is no cost to the County. The City of Deer River has approved moving forward with the project. The City understands any costs associated with the project above the acquired grant funds will be the City's responsibility.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. CONTRACT - unsigned

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

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

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

CONTRACT
HIGHWAY CONSTRUCTION

This agreement made this February 24, 2026, between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and TNT Construction Group, LLC of Grand Rapids, MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of Deer River Shared Use Trail and Roadway Lighting, located as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after March 15, 2026, and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

November 1, 2026

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

Dated at 4:00 P.M., this 24th, day of February, 2026

County of Itasca

By: _____
Cory Smith, Chairperson County Board

Austin Rohling, County Auditor / Treasurer

Contractor

By: _____
Contractor

Approved as to form and execution this _____ Day of _____, 2026

Jacob Fauchald, County Attorney

Brett Skyles, Clerk of County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 24, 2026

REQUEST FOR BOARD ACTION: RBA-2026-85

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

F RTP Grant Application — US Highway 2 Recreational Trail Integration Project (2027)

BOARD ACTION REQUESTED:

Adopt the Resolution Re: US Highway 2 Recreational Trail Integration Project (2027) Federal Recreational Trails Program Grant Application, and authorize necessary signatures.

BACKGROUND:

Over the course of last year, Itasca County has been working with MnDOT on keeping trail connectivity through the City of Warba, specifically the snowmobile trail. Most recently, MnDOT recently presented an opportunity to Itasca County to incorporate a 10' wide trail corridor within their upcoming highway reconstruction plans for summer 2027. This opportunity provides a safer, sustainable, year-round recreational asset within the community while adding value to Itasca County's broader trail network.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 24, 2026

RESOLUTION 2026-15

RE: US HIGHWAY 2 RECREATIONAL TRAIL INTEGRATION PROJECT (2027)

FEDERAL RECREATIONAL 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 Minnesota Department of Natural Resources for the Federal Recreational Trail Grant Program, and

WHEREAS, Itasca County and the Minnesota Department of Transportation are collaborating to incorporate a seasonal, multi-use recreational trail corridor into the planned 2027 US Highway 2 reconstruction project; and

WHEREAS, the proposed 10-foot-wide trail corridor is intended to accommodate seasonal snowmobile use during winter months and other recreational trail uses during non-winter months, including walking, bicycling, etc.; and

WHEREAS, the project will enhance regional connectivity, improve public safety, and support year-round recreational and transportation opportunities within the City of Warba and surrounding areas; and

WHEREAS, a Federal Recreational Trail Grant Program grant is available to fund seventy-five (75) percent of the cost of the project under this grant, and

WHEREAS, Itasca County and the Greenway Snowmobile Club recognize the twenty-five (25) percent match requirement for the Federal Recreational Trail grant program, and are actively seeking matching funds, and

NOW, THEREFORE, BE IT RESOLVED, if Itasca County is awarded a grant by the Minnesota Department of Natural Resources, Itasca County agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project and 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 applicant has read the Conflict-of-Interest Policy contained in the Trail Program Grant Manual and certifies it will report any actual, potential, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED, Itasca County hereby assures that the recreational trail corridor will be maintained for a period of no less than 25 years as required by the Federal Recreational Trail Grant Program, 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 (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder

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 February 24, 2026 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, February 24, 2026

REQUEST FOR BOARD ACTION: RBA-2026-98

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Administrator Skyles

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

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

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

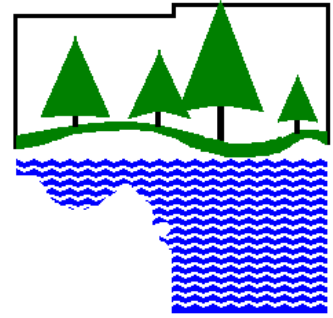
1. 2026 Legislative Priorities FINAL

02/24/2026

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 2026 Legislative Priorities FINAL

- Hwy 169 – Support efforts for double lane completion
- Increase PILT Reimbursement, Emphasis on Lakeshore Property PILT
- 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
- Update/Change current sulfate standards

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, February 24, 2026

REQUEST FOR BOARD ACTION: RBA-2026-101

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Administrator Skyles

AGENDA ITEM:

Employee Recognition

BOARD ACTION REQUESTED:

Welcome Katheryn Preston who began as a Corrections Deputy in the Sheriffs Department, effective February 17, 2026.

The following employees are celebrating significant work milestones this month:

Kimberly Huffman, celebrating 25 years

Amanda Schultz, celebrating 20 years this month

Damon Tuttle, celebrating 15 years this month

Thank you for your continued service and dedication to Itasca County.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/24/2026

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

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

Tuesday, February 24, 2026

REQUEST FOR BOARD ACTION: RBA-2026-99

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve the Commissioner Warrants with a check date of February 25, 2026 in the amount of \$2,177,619.31.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 24, 2026

REQUEST FOR BOARD ACTION: RBA-2026-41

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

ICCHS Warrants

BOARD ACTION REQUESTED:

Approve the Itasca County Health & Human Services Warrants for February 2026 in the amount of \$1,240,765.26.

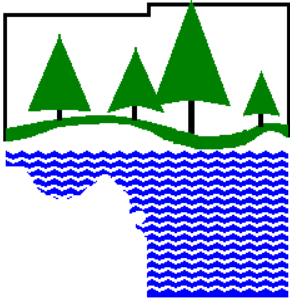
BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. February 2026 Board Report

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



ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

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

February 2026

Income Maint/Admin Payments	\$ 147,705.14
Social Services - Waivers	\$ 46,656.54
Social Services - Non-Waivers	\$ 636,690.78
Foster Care/Out of Home/FamilySupport	\$ 337,301.90
Relative Custody/Preventive Placement Costs/Incidentals	\$ 41,875.21
Public Health	\$ 16,744.78
Community Health Board	\$ 13,790.91
Total	\$ 1,240,765.26

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

February 2026
Out of Home Placement Breakdown

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

	Actual 2026	Actual 2025	Actual 2024	Actual 2023	Actual 2022
January	423,172.82	407,984.28	358,655.03	481,711.66	433,150.76
February	337,301.90	419,438.58	392,553.96	553,117.21	348,631.48
March		360,646.28	406,513.25	549,963.91	390,198.68
April		503,076.21	490,023.47	519,051.04	552,814.60
May		486,088.00	499,374.53	438,535.58	487,698.28
June		419,736.48	358,348.53	563,762.89	585,853.92
July		380,255.92	424,373.46	429,881.33	400,212.87
August		611,190.11	381,991.86	482,732.73	484,467.08
September		434,323.05	471,425.74	397,517.32	499,454.00
October		346,547.13	465,927.89	445,148.34	596,946.77
November		436,612.53	384,937.51	510,070.44	361,433.79
December		294,053.94	422,698.84	383,715.02	510,726.16
Total	760,474.72	5,099,952.51	5,056,824.07	5,755,207.47	5,651,588.39

Child Protection Statistics

	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	57	22	39%	1	5%
February	79	30	38%	7	23%
March			#DIV/0!		#DIV/0!
April			#DIV/0!		#DIV/0!
May			#DIV/0!		#DIV/0!
June			#DIV/0!		#DIV/0!
July			#DIV/0!		#DIV/0!
August			#DIV/0!		#DIV/0!
September			#DIV/0!		#DIV/0!
October			#DIV/0!		#DIV/0!
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
	136	52	38%	8	15%
	average			average	

2025	968	323	33%	71	22%
2024	472	191	40%	80	42%
2023	510	275	56%	84	32%
2022	605	300	50%	96	33%

February 2026
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
Northwestern MN Juvenile	-	\$275-\$421/day	\$ 63,769
The Bridge Residential Facility	-	\$255/day	\$ 59,650
North Homes	-	\$175 - \$573/day	\$ 28,234
Northwood	-	\$294-\$441/day	\$ 24,010
Lutheran Social Services	-	\$148-\$366/day	\$ 22,256
Kadiri Hous	-		\$ 18,386
Village Ranch	-	\$249 - \$318/day	\$ 16,165
Anoka County Juvenile Center	-	\$395/day	\$ 14,416
Snyders/Foundation for Life	-	\$200/day	\$ 12,600
Little Sand Group Home	-	\$394/day	\$ 11,598
Bar None	-	\$559/day	\$ 8,760
Lighthouse	-	\$200/day	\$ 6,390
Dungarvin	-	\$35/day	\$ 4,430
180 Degrees Inc	-	\$500 - \$566/day	\$ -
Arrowhead Juvenile Center	-	\$286/day	\$ -
Crow Wing Community Serv	-	\$295/day	\$ -
Dakota County Juvenile Serv	-	\$325 - \$340/day	\$ -
East Central Regional Juvenile	-	\$375/day	\$ -
Fond Du Lac Foster Care	-	\$40 - \$90/day	\$ -
Heartland Girls Ranch	-	\$249 - \$359/day	\$ -
MCF - Redwing	-	\$260/day	\$ -
MN Dept of Corrections	-	\$269/day	\$ -
New Trails Group Home	-	\$331/day	\$ -
Nexus	-	\$296 - \$556/day	\$ -
Northstar	-	\$200/day	\$ -
Peace House	-	\$115/day	\$ -
Port Group Homes	-	\$381/day	\$ -
Prairie Lakes Youth Program	-	\$209 - \$410/day	\$ -
Volunteers of America	-	\$330 - \$590/day	\$ -
West Central Juvenile Center	-	\$300 - \$595/day	\$ -
Woodland Hills	-	\$290 - \$331/day	\$ -
Individuals*	-	\$21 - \$121/day	\$ 46,638
Total			\$ 337,302

*Individuals : Includes Foster Care & Family Support Programs

February 2026
North Homes & Northwestern Placement Breakdown

North Homes							
	Assessment Evaluation	Shelter	Hawkins Home	Boys & Girls Programs	Cottage	Foster	Total
Jan	27,318.77	-	23,397.16	42,693.84	6,945.45	-	100,355.22
Feb	-	-	11,890.36	-	-	16,343.82	28,234.18
Mar							-
Apr							-
May							-
Jun							-
Jul							-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	27,318.77	-	35,287.52	42,693.84	6,945.45	16,343.82	128,589.40

Northwestern							
		Residential	Non-Secure Detention	Secure Detention	Satellite Homes	Evaluation	Total
Jan		29,295.00	7,150.00	15,777.55	8,277.00	5,985.00	66,484.55
Feb		26,000.00	2,345.00	14,157.99	8,525.00	12,741.00	63,768.99
Mar							-
Apr							-
May							-
Jun							-
Jul							-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	-	55,295.00	9,495.00	29,935.54	16,802.00	18,726.00	130,253.54



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 24, 2026

REQUEST FOR BOARD ACTION: RBA-2026-93

DEPARTMENT: Human Resources

TIME REQUESTED: 5 Minutes

PRESENTER: Commissioner John Johnson

AGENDA ITEM:

Approval to Post Positions: Two District Foresters, One Environmental Specialist, One Assistant County Attorney, and One Legal Secretary.

BOARD ACTION REQUESTED:

Request for Board Approval to Post Positions: Two District Foresters, One Environmental Specialist, One Assistant County Attorney, and One Legal Secretary.

BACKGROUND:

The Land Department is requesting authorization to post two District Forester positions. The Environmental Services Department is requesting authorization to fill one Environmental Specialist position. The County Attorney's Office is also requesting authorization to post one Assistant County Attorney position and one Legal Secretary position.

In alignment with the County's updated job posting process, the department heads and supervisors met with the Classification / Job Posting Committee to present the operational need for filling these positions. The Committee reviewed the current workload, service impacts, and staffing levels and agreed to bring this recommendation forward to the County Board for consideration.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 24, 2026

REQUEST FOR BOARD ACTION: RBA-2026-42

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Sarah Anderson, Steve Gottwalt

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

Receive a Legislative Presentation from Steve Gottwalt regarding the County Based Purchasing (IMCare) Division Update/Presentation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. MACHP - Leg Update to Itasca Board 2-24-26

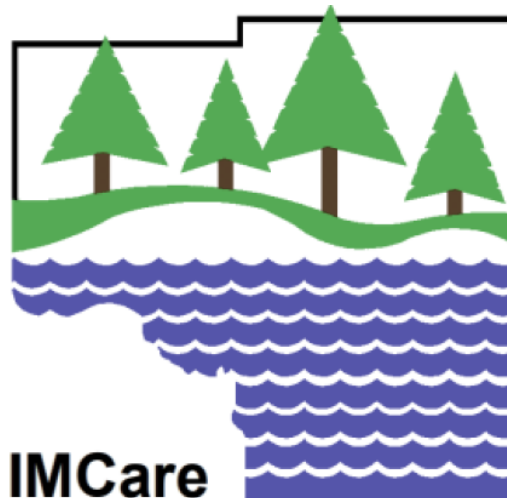
02/24/2026

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Legislative Update

Steve Gottwalt, MACHP ED | February 24, 2026



2025 Session Results



- **County-Administered Rural Medical Assistance (CARMA)** was signed into law after three years of painstaking work with DHS and the Association of Minnesota Counties (AMC). Effective January 2027.
- **CBP exempted from the planned MA Dental benefit carve-out**, and implementation for everyone else is delayed two years.
- **State Pharmacy Benefit Manager (SPBM)** was signed into law, effective January 2027. We continue seeking delay or exemption because it fragments patient care coordination and data. It still has not accounted for \$250 million in payment delays and withholds. Other states have pulled-back from SPBM because it ends-up costing the state more.
- **Uniform Administration of Non-Emergency Medical Transportation** was signed into law. Like other carve-outs, we opposed centralizing NEMT because it fragments care coordination and local responsiveness. MACSSA (counties) and rural providers continue fighting this carve-out.

Successful Legal Actions



- **The Minnesota Supreme Court** essentially agreed with the Appellate Court ruling that affirmed county authority to choose County-Based Purchasing (CBP) on a single-plan basis.
- **The federal government (CMS)** has since approved a Medicaid State Plan amendment making CBP plans, including Itasca Medical Care, single plan for managed care Medical Assistance, starting 2026.





SUMMARY

Medicaid State Plan Amendment
Approved MN-26-0001



The Center for Medicare & Medicaid Services approved this Medicaid State Plan amendment on February 5, 2026. The amendment changes the counties in which one plan will be available for managed care service delivery to the mandatory groups in Minnesota's Medical Assistance Program (MA). The amendment was approved as submitted.

In addition to the single plan in Itasca County, there will be a single plan in the following counties:

Prime West will be the single plan choice in these counties: Beltrami, Big Stone, Chippewa, Clearwater, Cottonwood, Douglas, Grant, Hubbard, Jackson, Kandiyohi, Lac Qui Parle, Lincoln, Lyon, McCleod, Meeker, Nobles, Pipestone, Pope, Redwood, Renville, Stevens, Swift, Traverse and Yellow Medicine.

South Country Health Alliance will be the single plan choice in these counties: Brown, Dodge, Goodhue, Sibley, Steele, Wabasha, and Waseca.

2026 Legislative Session



Session began **February 17th** and must end by **May 18th**.

House remains evenly split GOP/DFL **67-67**.

Senate remains with a one seat majority for the DFL **34-33**

A very fast session, with both parties focusing on “message” bills addressing fraud prevention, immigration enforcement, public safety, affordability, and education.

Little time to hear bills. In the House, each party might have **only 8-10 hearings** each.

Bonding Bill is a possibility, but expectations are generally low for achieving substantive results this session.

2026 Legislative Action



Amend CARMA

CARMA and CBP:

Synch-up CARMA language with the CBP single-plan authority rulings.

Delay or Exempt

SPBM and NEMT carve-outs:

Work to delay implementation or obtain CBP exemption.

Stay Alert

Federal changes:

Stay alert for changes coming from the federal government that could impact CBP, including MA funding cuts.

Stay Alert

Other challenges:

Stay alert for efforts from others to impact CBP.

Massive Change is Coming

- **Huge Minnesota election year:** All 134 House seats, all 67 Senate seats, and all 5 state constitutional offices (Governor, Lt. Governor, State Attorney General, Secretary of State, State Auditor)
- **A record number of legislative retirements:** So far, 37 legislators have announced they are retiring or seeking another office. That number is expected grow to 45+.
- **All Minnesota seats in the U.S. Congress:** Both Minnesota U.S. Senate seats and all 8 Minnesota U.S. Congressional seats are up for election.

County Administered Rural Medical Assistance (CARMA)

- **Possible CARMA RFP this spring:** CBP plans would apply to participate in the CARMA program beginning in 2027.
- **CARMA implementation preparation:** Joint DHS and CBP work groups would continue working on CARMA implementation during 2026.



Questions?

Thank you!

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 24, 2026

REQUEST FOR BOARD ACTION: RBA-2026-96

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Will Cooksey, Clarissa Spicer

AGENDA ITEM:

Swan River Deer Yard WMA

BOARD ACTION REQUESTED:

Receive information on Swan River Deer Yard WMA.

BACKGROUND:

The Trust for Public Land, Mississippi Headwaters Board, and the Minnesota Department of Natural Resources are partnering to acquire a 473-acre property in Itasca County to be managed as an addition to the existing Swan River Deer Yard Wildlife Management Area. Our intent today is to inform the County Board of our readiness to work on this acquisition, share information about this property, answer questions, and seek feedback from the County Board. We would further intend to come back before the County Board at a later date to request the County Board's formal support for this acquisition.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. County Bd Handout Swan River WMA Addition

02/24/2026

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Proposed DNR land acquisition to add to the Swan River Deer Yard Wildlife Management Area (WMA)



The Trust for Public Land (TPL) and the Minnesota Department of Natural Resources (DNR) request county board approval to add 473 acres to the existing Swan River Deer Yard WMA. This contiguous tract of land is in sections 15, 22 and 23 of Sago Township, 20 miles southeast of Grand Rapids. The 12 tax parcel numbers are 4.015.4400 34.015.4300 34.022.1100 34.022.1200 34.022.2100 34.022.2400 34.022.1300 34.022.1400 34.023.2300 34.023.3200 34.022.4100 34.022.4200. See attached maps. TPL would purchase the land from the existing landowner using Outdoor Heritage Fund (Legacy) dollars and then donate the land to the DNR.

The land is a beautiful mixture of woods and wetland (60% upland, 40% lowland/open water, approximately), with a well-maintained 3.75-mile network of trail which is proposed to be maintained by the DNR as Hunter Walking Trails, open to the public for activities including hunting, hiking, and wildlife viewing. The conservation of this land would protect excellent habitat for a variety of wildlife and enhance the existing WMA.

Wildlife Management Areas (WMAs) are part of the state Outdoor Recreation System created by the Minnesota Legislature. To date there are 1,506 WMAs statewide. The Swan River Deer Yard WM is a deeryard extending east and west along Hwy 65. The lowlands provide cedar and balsam fir winter cover for deer while the upland aspen and balsam fir stands provide additional cover and browse plus habitat for grouse and other upland game.

WMAs are part of Minnesota's outdoor recreation system and are established to protect those lands and waters that have a high potential for wildlife production, public hunting, trapping, fishing, and other compatible recreational uses. They are the backbone to DNR's wildlife management efforts in Minnesota and are key to:

- protecting wildlife habitat for future generations,
- providing citizens with opportunities for hunting, fishing and wildlife watching, and
- promoting important wildlife-based tourism in the state.

Who uses WMAs? Ranging from prairies and wetlands to forests and brushlands, WMAs provide opportunities for hunting, fishing, trapping, and wildlife watching activities. Hundreds of thousands of hunters use these public wildlife lands. Pheasants, waterfowl, deer, and ruffed grouse are the major game species hunted, but WMAs also provide wild turkey, sharp-tailed grouse, rabbit, and squirrel hunting. Wildlife resources are very important to Minnesota; 15 percent of Minnesotans hunt and 52 percent of Minnesota residents watch wildlife, the highest participation rate in the country. Hunting and wildlife watching are a \$1 billion dollar industry in Minnesota.

PILT (Payment in Lieu of Taxes) is calculated from the sale price of the property and is re-calculated every 5 years based on county land appraisals. The estimated PILT payment for this 473-acre addition to the WMA is \$5,145/year. The current real estate taxes payable are \$3,618. The PILT payment is thus over \$1,500 higher than the current real estate taxes.

The statutes governing PILT are MS 477A.11 to 477A.14. More information on PILT can be found on the [PILT page](http://www.dnr.state.mn.us/aboutdnr/legislativeinfo/pilt/index.html) of the DNR website at <http://www.dnr.state.mn.us/aboutdnr/legislativeinfo/pilt/index.html> or by contacting Kate Giel, Realty Program Coordinator, 651-259-5377.

About the Mississippi River Habitat Corridor Project: The Mississippi River is known as "America's River." It is the largest river in North America, and provides drinking water, industry, and recreation for millions of people, and is the embodiment of Minnesota's outdoor traditions. Strategic and well placed public ownership is essential to maintaining the hunting, fishing, and game habitat along the Mississippi River. Public lands adjacent to private property are in danger of losing habitat connectivity because of the continued development pressures on private lands which result in further fragmentation. Land accessibility to these lands is essential to ensuring high quality, memorable experiences while hunting and fishing within the Mississippi River Corridor. Riparian corridors and tributaries are of particular value to resident and migrating wildlife populations, providing connectivity to multiple habitat types.

As loss of habitat in western Minnesota and the Dakotas occurs, and climate change causes the drying up of existing wetlands, the Mississippi flyway will take on a more important role. The Mississippi flyway is the longest migration route of any in the western hemisphere and is well timbered and watered to afford ideal conditions to support migrating birds. The Mississippi Headwaters supports more than 350 species of animals, mammals, and birds and is an important national treasure which must be preserved.

The Mississippi Headwaters Board will use targeted land acquisitions and permanent conservation easements to accomplish the goals of this proposal. All fee title acquisitions will be approved by the local governmental unit and the Mississippi Headwaters Board where the property exists. The Mississippi River and its connecting tributaries and headwaters lakes are essential to wildlife, bird, and waterfowl transportation and sustainability. The Mississippi Headwaters Board will work with The Trust for Public Land to protect the priority lands using fee title acquisitions; and the Soil and Water Conservation Districts in the counties of Clearwater, Beltrami, Hubbard, Cass, Itasca, Aitkin, Crow Wing, and Morrison to implement the Reinvest in Minnesota (RIM) program through the Board of Water and Soil Resources to gain permanent conservation easements. These actions will protect against fragmentation of forest land and provide access to existing public land.

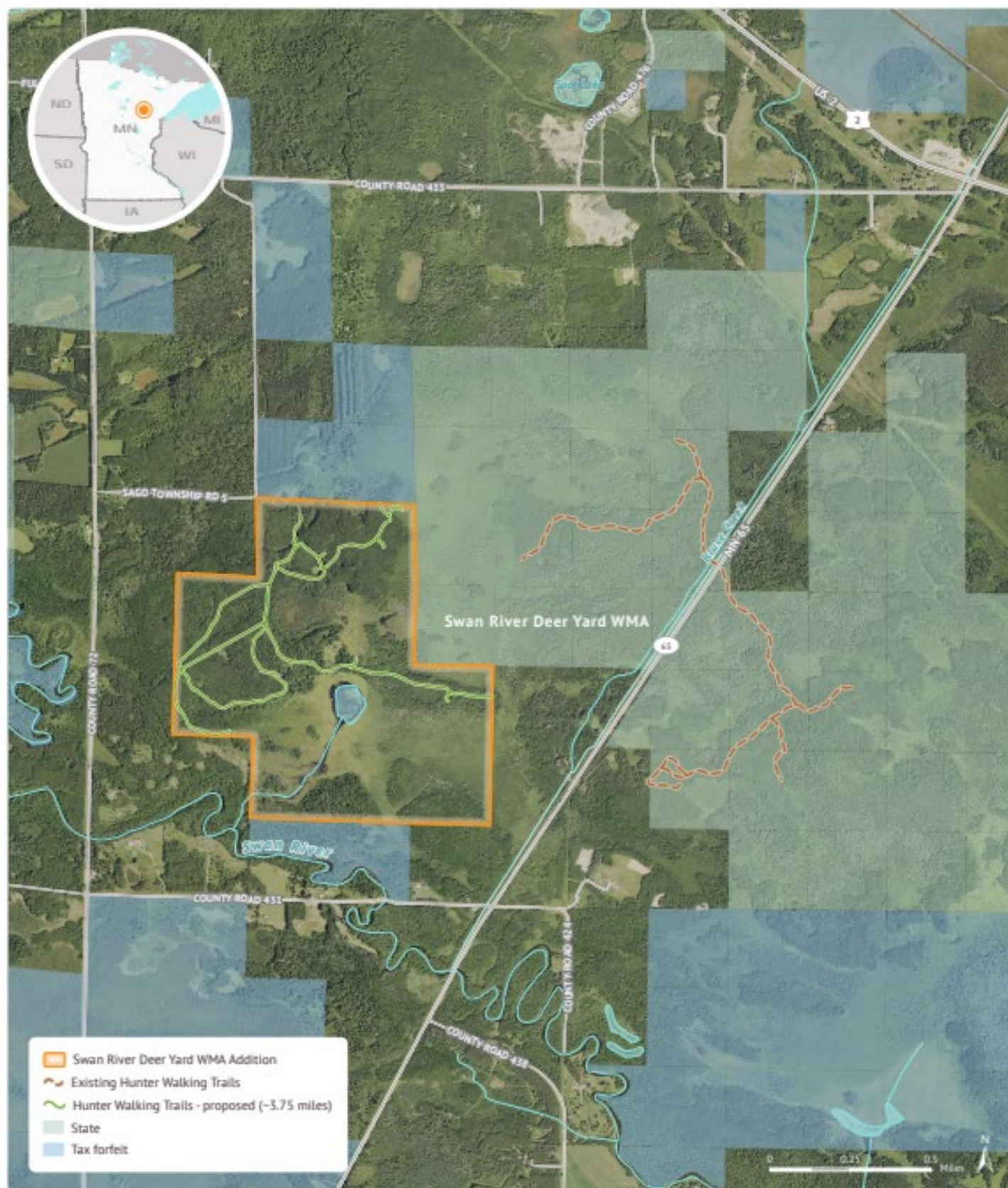
About The Trust for Public Land: Our mission is to create parks and protect land for people, ensuring healthy, livable communities for generations to come. Every park, playground, and public space we create is an open invitation to explore, wonder, discover, and play. We're proud to say that we've been connecting communities to the outdoors—and to each other—since 1972. Today, millions of Americans live within a 10-minute walk of a park or natural area we helped create, and countless more visit every year.

About the Mississippi Headwaters Board: Formed in 1980 as an alternative to designation of the river into the National Wild and Scenic River System, the Mississippi Headwaters Board (MHB) works to protect and preserve the first 400 miles of the Mississippi River in Minnesota.

A joint powers board of Clearwater, Beltrami, Cass, Hubbard, Itasca, Aitkin, Crow Wing and Morrison Counties, the MHB is mandated by Minnesota Statutes 103F.361-377 to enhance and protect the natural, cultural, historic, scientific and recreational values of the headwaters region. MHB achieves its goal of river protection through cooperative land use planning in the eight counties, in conjunction with the Chippewa National Forest and the Leech Lake Indian Reservation. MHB promotes water quality monitoring, education and stewardship activities for shoreland property owners, and embraces the efforts of local citizens, students and government groups who work together to protect the river in their community and preserve the splendor of this national treasure.

About the Minnesota Department of Natural Resources: Our mission is to work with citizens to conserve and manage the state's natural resources, to provide outdoor recreation opportunities, and to provide for commercial uses of natural resources in a way that creates a sustainable quality of life.





Swan River Deer Yard WMA Addition

ITASCA COUNTY, MINNESOTA

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Unnamed pond on proposed addition to the WMA.



Trail cam photo of black bear on proposed addition to the WMA.



Entrance to Hunter Walking Trails at existing WMA.



February 18, 2025

Cory Smith
County Board Chair
Itasca County Board of Commissioners
123 NE 4th Street
Grand Rapids, MN 55744

Re: Support for Addition to Swan River Deer Yard Wildlife Management Area

Dear Commissioner Smith:

Established in 1961, The Ruffed Grouse Society (RGS) is North America's foremost conservation organization dedicated to creating healthy forests, abundant wildlife and promoting a conservation ethic. Together with The American Woodcock Society (AWS)(established in 2014), RGS works with government agencies, private land owners, and partners to develop critical wildlife habitat utilizing scientific management practices and principles. As such, I am writing this letter on behalf of the RGS & AWS in support of the effort by The Trust for Public Land in partnership with the Mississippi Headwaters Board and the Minnesota Department of Natural Resources to acquire this 473-acre property to be managed as an addition to the Swan River Deer Yard Wildlife Management Area.

This project offers a great opportunity to improve the efficiency and effectiveness of management of the existing Swan River Deer Yard WMA, and will enable complimentary sustainable, multiple objective forest management across adjoining publicly managed ownerships. It will ensure the conservation of critical wildlife habitat, while allowing coordinated access for forest habitat management and great public recreational opportunities. This landscape provides important winter cover for deer, some of the best ruffed grouse and American woodcock habitat and hunting in the nation- and this project will allow that to continue. RGS/AWS look forward to partnering on the management of this area and wholeheartedly support this project.

Sincerely,

Scott Johnson
Forest Conservation Coordinator- Minnesota
Ruffed Grouse Society/American Woodcock Society



MINNESOTA DEER HUNTERS ASSOCIATION

460 PETERSON ROAD, GRAND RAPIDS, MN 55744

Phone: 1-800-450-DEER / Fax: 218-327-1349

www.mndeerhunters.com

Protecting the future of deer and deer hunting through Habitat, Education, Advocacy and Legislation

Cory Smith
County Board Chair
Itasca County Board of Commissioners
123 NE 4th Street
Grand Rapids, MN 55744

Re: Support for Addition to Swan River Deer Yard Wildlife Management Area

Dear Commissioner Smith,

I am writing on behalf of the Minnesota Deer Hunters Association (MDHA) to express our strong support for the effort by The Trust for Public Land in partnership with the Mississippi Headwaters Board and the Minnesota Department of Natural Resources to acquire this 473-acre property to be managed as an addition to the Swan River Deer Yard Wildlife Management Area.

The Minnesota Deer Hunters Association is a 501c3 non-profit organization dedicated to the preservation and enhancement of wild deer populations, hunter recruitment and education, and advocacy on behalf of deer and deer hunters throughout Minnesota.

MDHA wholeheartedly supports this acquisition, as it directly advances our core mission of protecting Minnesota's deer herd, habitat, and hunting heritage for future generations.

First and foremost, expanding wintering complexes such as the Swan River Deer Yard WMA, is essential in promoting thermal cover, reducing overcrowding stress, and strengthening herd survival. With a goal of sustainable deer numbers and long-term herd health, protecting and enlarging winter habitat is one of the most direct investments available.

Secondly, deer yards function most effectively when they are large and contiguous. Acquiring adjoining acreage prevents fragmentation and ensures that the entire complex remains biologically functional for years to come. It is far easier, and more cost-effective, to protect this land now than to try to restore fragmented habitat later.

Lastly, acquiring this acreage provides ample opportunity for the Minnesota public to engage in recreational opportunities including hunting, hiking, birdwatching, and more. This increase in recreation has a direct economic benefit for our local communities and businesses.

This 473-acre acquisition has the full support of the Minnesota Deer Hunters Association and the nearly 20,000 Minnesota hunters and conservationists that we represent. Thank you for your time and consideration of this project.

Sincerely,

Jared J. Mazurek
Executive Director
Minnesota Deer Hunters Association



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 24, 2026

REQUEST FOR BOARD ACTION: RBA-2026-91

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Bill Grantges

AGENDA ITEM:

SWCD AIS Program - 2025 Report/SFY 2027 Budget

BOARD ACTION REQUESTED:

Receive the SWCD AIS Program - 2025 Report/SFY 2027 Budget.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2025 Itasca SWCD AIS Program Annual Report
2. SFY 2027 Itasca SWCD AIS Program Budget

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



2025 Aquatic Invasive Species Program Annual Report - Itasca County SWCD

Protecting Our Waters. Strengthening
Our Partnerships. Advancing Our Science.

In 2025, the Itasca County SWCD Aquatic Invasive Species (AIS) Prevention Aid Program strengthened its prevention, early detection, and response efforts through data-driven strategies and expanded partnerships. Collaboration with the DNR, MAISRC, lake associations, and regional partners supported improved risk-based inspector deployment, enhanced monitoring, and coordinated planning for high-risk species such as starry stonewort, zebra mussels, and Eurasian watermilfoil.



2025 Itasca SWCD AIS Program Report

In 2025, the Itasca County Soil and Water Conservation District (SWCD) Aquatic Invasive Species (AIS) Prevention Program advanced its mission to protect the county's lakes, rivers, and public access sites through targeted prevention, early detection, and coordinated response. Building on more than a decade of inspection data, community partnerships, and research collaboration, the program continued to refine its strategies to address both persistent and emerging AIS threats.

The 2025 season was marked by strengthened partnerships with the Minnesota Department of Natural Resources (DNR), the Minnesota Aquatic Invasive Species Research Center (MAISRC), lake associations, and regional collaborators. These relationships supported expanded early detection monitoring, improved risk based deployment of inspectors, and progress on multi agency containment and treatment planning for high risk species such as starry stonewort, zebra mussels, and Eurasian watermilfoil.

Public engagement remained a core component of the program's success. Through targeted outreach, updated signage, community events, and enhanced inspector training, the program continued to promote Clean, Drain, Dry practices and increase public awareness of AIS risks. Long term trends show consistently high compliance rates at public accesses, reflecting both effective education and strong community support.

Operationally, the program used data driven decision making to optimize staffing, inspection coverage, and decontamination deployment. Continued analysis of violation patterns, traffic volumes, and lake to lake movement informed more efficient resource allocation and improved risk mitigation.

This report documents how AIS Prevention Aid funds were used in 2025 to protect Itasca County's waters, fulfill statutory requirements under Minnesota Statute 477A.19, and support science based management strategies. It also outlines the program's priorities for 2026, including expanded research collaboration, enhanced early detection capacity, and continued refinement of prevention and response efforts.

Through sustained partnerships, adaptive management, and a commitment to public stewardship, the Itasca SWCD AIS Program remains a statewide leader in AIS prevention and a trusted guardian of Itasca County's water resources.

Bill Grantges, Itasca SWCD AIS Program Manager



Program Highlights

Protecting 66 Water Bodies Through Monitoring & Early Detection

- Comprehensive AIS surveys were completed on **63 lakes** and **3 rivers**.
- **572 miles** of shoreline were assessed through **67** early detection searches.
- Zebra mussel monitoring included **32 settling plates** and **17 veliger tows**.
- **Three new zebra mussel detections** – Moose (Deer River), Swan, and Bass (Cohasset) Lakes.
- Monitoring staff contributed **2,370 hours** of fieldwork.

High-Volume Prevention at Public Water Accesses

- **28,848** (Top 1% State-wide) watercraft inspections were conducted at **34 accesses** (Top 7% State-wide) on **21 lakes**.
- Compliance remained exceptionally high:
 - **99.15%** arrived with **drain plugs out**. (97% State-wide average)
 - **99.27%** arrived **free of aquatic plants**. (97.3% State-wide average)
- **504** decontaminations were completed to stop AIS transfer between lakes. (Top 1% of State)
- A team of **29 seasonal inspectors** provided **18,107 hours** (Top 1% of State) of prevention coverage.

Leveraging Local Investment Through CAP Grants

- **10** Community Action Project grants were awarded.
- Local partners contributed **\$43,900**, matched by **\$40,150** from the AIS Program.
- These projects expanded prevention, monitoring, and education capacity across the county.

Strong Public Engagement & Education

- Delivered AIS outreach at **44 events** over **25 days**.
- Approximately **8,250** residents and visitors were directly engaged with prevention messaging.
- These efforts strengthened public awareness and reinforced Itasca County's culture of clean, drain, dry.

Overall Impact

The 2025 AIS Program combined science-based monitoring, high-visibility prevention, and community partnership to safeguard Itasca County's waters. The program's strong compliance rates, rapid detection of new infestations, and broad public engagement demonstrate effective stewardship of county resources and continued leadership in AIS management.



Itasca County's AIS Prevention Aid Program: A Snapshot of Accomplishments in 2025

Program Summary

Category	Metrics
 AIS Prevention Aid Used	\$ 777,498 AIS Prevention Aid used this calendar year \$ 634,350 AIS Prevention Aid received this calendar year from State AIS Aid \$ 100,000 AIS Prevention Aid saved for <i>contingency reserves</i>
 People Dedicated to AIS Work	2 full-time staff with 100 % of their time dedicated to AIS work <i>(Staff that work 40 hours a week; provide average % if more than 1 staff person or list out separately.)</i> 3 part-time and seasonal staff with 100 % of their time dedicated to AIS work <i>(Staff other than inspectors that work less than 40 hours a week or seasonally.)</i> 29 total authorized watercraft inspectors, including: 13 trained as Level 1 and 16 trained as Level 2 \$692,449 total spent on staff wages, including: \$634,350 in AIS Prevention Aid \$98,696 in other funds leveraged from 6 organizations: US Forest Service, Deer Lake Association, Swan Lake Association, Turtle Lake Association, Wabana Chain of Lakes Association, Wabana Township. 95 volunteers conducted AIS work supporting aid-funded activities 1,150 volunteer hours served supporting aid-funded activities
 Partnerships Created and Maintained	Local organizations engaged and/or actively conducted aid-funded activities: 15 lake associations 2 conservation nonprofits and/or outdoor groups (e.g., angling, hunting, paddling, sailing, etc.) 3 schools and/or youth organizations 18 businesses 3 local governments 1 tribal government Itasca County has an AIS Technical Advisory Committee that was established in 2014.
 Funds Distributed, Contributed and Leveraged	\$40,150 of AIS Prevention Aid awarded as grants to other organizations 9 organizations awarded grants \$43,900 in funds contributed by other organizations that directly supported all aid-funded activities in the county (aka leveraged funds) 10 organizations contributing additional funds

Category	Metrics
 Communities Engaged	<u>59</u> events held about AIS or that included AIS topics <u>8,250</u> residents and visitors directly contacted/engaged about AIS during events <u>1,000</u> children/students taught about AIS <u>\$5,000</u> of aid spent on social media by exclusively supporting Mississippi Headwaters Minnesota Traditions.
 Watercraft Inspected	<u>\$450,592</u> spent on watercraft inspection and decontaminations, including: <u>\$369,592</u> in AIS Prevention Aid <u>\$43,000</u> in other funds leveraged from <u>Deer Lake Association, Swan Lake Association, Turtle Lake Association, Wabana Chain of Lakes, Wabana Township.</u> <u>28,848</u> inspections performed <u>18,107</u> hours of inspections performed <u>34</u> accesses covered by inspectors <u>21</u> water bodies covered by inspectors <u>99.15%</u> of watercraft recorded as arriving with drain plugs out <u>99.27%</u> of watercraft recorded as arriving free of aquatic plants <u>5</u> decontamination units (hot water, high pressure) operated by Level 2 inspectors on <u>5</u> waterbodies. <u>504</u> decontaminations performed <u>200</u> boaters engaged by AIS Volunteers/Ambassadors at water accesses <u>24</u> water bodies with AIS Tool Cleaning Stations maintained at <u>48</u> water accesses <u>3</u> water bodies with 5 CD3 Stations maintained at 5 water accesses. <u>3,537</u> total tool uses.
 Monitoring Conducted	<u>63</u> total lakes and 3 rivers surveyed for AIS. Surveys included: <u>67</u> early detection searches on <u>65</u> water bodies totaling <u>572</u> shoreline miles. <u>32</u> zebra mussel settling plates deployed on <u>28</u> water bodies <u>17</u> veliger tows taken on <u>1</u> water bodies <u>67</u> aquatic plant meander surveys conducted on <u>65</u> water bodies <u>3</u> new detections in the county (<i>new AIS discovered in a water body</i>) <u>12</u> volunteers trained and/or active as AIS Detectors <u>15</u> people participated in the University of Minnesota Extension and Minnesota AIS Research Center's "Starry Trek" event List of species targeted for monitoring or surveys: Starry stonewort, zebra mussels, flowering rush, Eurasian watermilfoil, curly leaf pondweed, purple loosestrife, faucet snails, mystery snails, rusty crayfish, spiny water flea.
 New Infestation Response Planned	<u>3</u> coordinated responses to new AIS populations. All were zebra mussel infestations too widespread to control or manage. <u>0</u> sites controlled/managed Itasca county has a response plan developed in 2014 that is updated yearly.

Category Metrics



AIS Controlled

\$3,370 spent on in-lake/river control of AIS, including:

\$1,250 in AIS Prevention Aid

\$2,120 in other funds leveraged from **2** organizations.

*(Leveraged funds are additional funds (local, state, federal) provided by organizations that directly support aid-funded **control/treatment** activities.)*

2 groups involved or conducting aid-funded control activities

55 total water bodies/sites with aid-funded control activities, including:

2 water bodies with **Curly Leaf Pondweed** management

1 water bodies with **Starry Stonewort** Management

29 sites with **Purple Loosestrife** management where **47,750** biocontrol beetles were released

28 water bodies/sites with **Purple Loosestrife** management where herbicide was used

2 water bodies/sites with **Purple Loosestrife** management where plants were removed by hand.

1 water bodies with **Flowering Rush** Management

Program Spending Summary

Budget Category	AIS Prevention Aid Spent by the County in 2025	AIS Prevention Spent by Local Grantees in 2025	In-Kind Funds Contributed in 2025	Description
Public Outreach and Education	\$7,071	\$1,275	0	Awareness & Training Program
Watercraft Inspection	\$450,592	\$0	\$43,000	Inspections & decontaminations
Enforcement	\$0	\$0	\$0	
Monitoring / Control / New Infestation Response	\$23,098	\$0	\$24,731	Grant Funding from US Forest Service for Early Detection & Control of AIS within Chippewa National Forest
CAP Grants	\$39,400		44,400	
Totals	\$520,161	\$1,275	\$112,131	

Plans for 2026

Prevention Program

- Watercraft decontamination operators will receive additional training on proper techniques for all thermal decontaminations.
- Increase the size and diversity of our “Secret Boater Program.”
- We will have 19 high priority lakes with a total of 33 landings where we will station watercraft inspectors. Many of those lakes will have coverage for 10 hours a day, seven days a week. Three of the 6 thermal decontamination stations we will have in operation for 2026 will have a minimum of 9 fixed hours per day, 7 days a week. A 3rd thermal decontamination station will be manned 10 hours a day, Friday-Sunday. Our 6th decon station is located at our SWCD office and is available 7 days a week by appointment. This station is used primarily to decontaminate daily all Itasca SWCD watercraft and equipment that was used in any of our county’s waters.
- Simple, low cost AIS cleaning stations will be installed on infested lake access points that include public landings, resorts, campgrounds, and private accesses. The station is made up of a metal sign with instructions on how to use the provided long handled brush, 3’ reach picker/grabber, universal drain plug wrench and an Aqua Stick scraping tool.
- All AIS Leads and managers will receive First Aid training.

Control & Monitoring Program

- Starry stonewort will be hand pulled and chemically treated on Dora lake and at the Sherry’s Arm access on Pokegama Lake.
- Starry stonewort will be monitored this Winter under the ice.
- We will be conducting intensive searches on Docks/Lifts in the Fall once they are removed from the water.
- SCUBA will continue to be used to improve the accuracy and efficiency of early detection surveys, as well as provide the means to implement control measures on submergent invasive plants.

Awareness & Training Program

- In 2026 we plan to have staffed booths with AIS activity stations at many public events including:
 - Northern Minnesota Home Builders Show (3 days)
 - 5th Grade Youth Water Summit, County Fair Grounds
 - Nashwauk 4th of July Parade
 - Tall Timber Days- Grand Rapids, 2 days, education tent on Saturday, Parade on Sunday.
 - Bovey Farmers’ Day Parade
 - County Fair- County Fair (5 days)
 - Starry Trek
- The Itasca AIS Program will continue to partner with Minnesota Sea Grant, Itasca Waters, and the Itasca Coalition of Lake Associations (ICOLA) to produce monthly Practical Water Wisdom webinars. Our monthly lunch series lets people learn from experts in their fields. These online sessions are held at noon, the first Thursday of each month, January through December. Presenters will identify and explain the science behind some of our Minnesota water issues. They will also share strategies and practical actions that you can use to maintain and protect the water quality we all value. Each session will also include an interactive question and answer segment.

2025 Highlights

Success Stories

- Multiple Purple Loosestrife sites had flourishing populations of defoliating Beetles because of our biological control efforts in the past. Many of our sites where herbicide has been utilized in the past had little or no Loosestrife in 2025 Engaging Diverse Audiences
- Siseebakwet Lake Association Rusty Crayfish Control Project, Bruce Erickson Lead- Twenty-Two active SLA volunteers trapping at their docks removed 37,512 in 2025, a 60% increase compared to fifteen trappers in 2024 removing 23,400 crayfish. Martin Hallkvist “Northern Crayfish” company reported to the DNR a **seasonal total of 6,287 pounds of crayfish** removed for commercial use. (That is over 3 tons of Rusty Crayfish and does not include loss from crayfish that died before marketing.) It’s difficult to provide an exact number of crayfish removed. Converting from pounds to numbers depends on the number of crayfish per pound. Our best guess is that around 180,000 to 200,000 crayfish were removed.

Markets Developed

One of the issues we had last year was the disposal of the rusty crayfish caught. Martin developed separate markets for both the small and large rusty crayfish.

1. Crayfish boils (large crayfish)
 2. Feed for Zoo’s and Puffer fish aquariums. (small crayfish)
 3. Bait for fishing. (Small crayfish) These are killed rusty crayfish, that are processed, scented and sold to fishermen.
 4. Grocery store chain in the metro area sells by the pound. (large crayfish)
- AIS Cleaning Tool Stations- 24 water bodies had AIS Tool Cleaning Stations installed at 48 water accesses, resorts and VRBOs.

Multi-County Collaborations

- Donated 1,000 Galerucella beetles to Cook County to be released near Grand Marais, MN for the biological control of Purple Loosestrife.
- Released 12,425 Galerucella Beetles within the Leech Lake Reservation portion of Itasca County to increase the effort of the biological control of Purple Loosestrife in collaboration with the LLBO.

Reports and Products

Itasca SWCD AIS Control & Monitoring Program 2025 Season Summary

Approximately 2,370 staff hours were spent in the field conducting early detection surveys and implementing AIS management plans in 2025.

New AIS Discoveries in 2025

Moose Lake – Zebra Mussels

On June 16th, we received a report from a lakeshore property owner on Moose Lake (31072200) that they had found 1 Zebra Mussel attached to a native clam along the northeast shore. Our crew, accompanied by DNR Staff, then followed up with the report that same day and located 3 more Zebra Mussels along the west shore. Although the population appeared to be sparse, its distribution throughout the lake eliminates any possibility of control using a chemical product.

Swan Lake – Zebra Mussels

On August 24th, the Swan Lake Association retrieved their veliger settlement samplers from around the lake. 3 of the 7 samplers in the northern half of the main basin of the lake had Zebra Mussels attached while the sampler at the public access did not. Our early detection survey conducted on August 5th did not produce any evidence of a Zebra Mussel population although the weather had kept our crews more toward the south end of the lake, away from the sites where the invasive mussels were discovered. The widespread mussel population eliminates the possibility of control using a chemical product.

Bass Lake – Zebra Mussels

Our crew conducted an early detection survey on Bass Lake (31057600) on July 1st and examined our veliger settlement samplers at that time which did not yield any evidence of a Zebra Mussel population. On September 8th, while retrieving our veliger settlement samplers from Bass Lake we discovered an abundance of small, young-of-year, Zebra Mussels attached to the sampler at the Pincherry Public Access. We then retrieved our sampler from a residential property on the north end of the lake which again was covered with juvenile mussels. The size of the mussels indicates that there is a breeding population throughout, at least, the North basin of the lake and they are too widespread to have any chance of control.

Early Detection Efforts in 2025

○ **Zebra Mussel Veliger Settlement Samplers**

- Deployed 32 veliger settlement samplers on 28 lakes in Itasca County, MN that are highest risk for a Zebra Mussel infestation.
- The 2 veliger settlement samplers that were placed on opposite ends of Bass Lake – 31057600 were retrieved on September 8th and were found to have an abundance of young-of-year Zebra Mussels attached. These samplers were also examined on July 1st and there was no evidence of a Zebra Mussel population at that time.

○ **Veliger Sampling**

- Due to its proximity to the newly Zebra Mussel infested Moose and Bass Lakes, we collected 17 plankton samples from Deer Lake to be analyzed for Zebra Mussel Veligers. No Zebra Mussel Veligers were found in the samples.

○ **Early Detection Surveys**

- Meander surveys were completed on 63 Itasca County lakes that are of high-risk for AIS, totaling about 572 miles of lakeshore.

Control Efforts

○ Mechanical Control of Flowering Rush and Purple Loosestrife

- Hand-pulled around 10 individual emergent stems of Flowering Rush near the boat ramp of Spider Lake and 2 small clumps that were growing in deeper water a few yards out from the access. The original infested area discovered in 2015 was around 140 sq ft. The Flowering Rush on Spider can now only be described as a few individual plants, rather than infested area. There have been two other locations on the lake in past years where single FR plants have been discovered and removed. Flowering Rush has not re-emerged at those sites.
- Purple Loosestrife is annually removed by hand from Biauxwah and Blind Lakes. These lakes are both within the Chippewa National Forest where the use of herbicides is prohibited. Due to the exceedingly small population of Loosestrife on these lakes, we decided hand removal was a better option than releasing biological control agents. (Galerucella Beetles)

○ Chemical Control of Submersed Plant Species

• Deer Lake – Curly Leaf Pondweed

We have been collaborating with the Deer Lake association on a Curly Leaf Pondweed control project since 2017. With an obviously expanding invasive plant population over the last few years, there have been 2 separate commercial businesses contracted by the Deer Lake Association to mechanically remove the Curly Leaf by hand and with the use of a diver assisted suction harvesting unit but, there has been very little success in controlling the invasive species.

This season Itasca SWCD teamed up with the Deer Lake Association to implement an herbicide application to the Curly Leaf Pondweed to get a handle on the expanding population. The initial results seemed highly effective with little to no Curly Leaf left in the treatment area and no apparent damage to the adjacent native plant community.

The full results of the herbicide application will be evaluated in 2026, and a long-term plan will likely be developed for an integrated approach involving herbicide and hand-removal.

• Swan Lake – Curly Leaf Pondweed

Curly Leaf Pondweed is known to be abundant throughout the west bay of Swan Lake. In recent years, the invasive plant has grown into the channel leading to the southwestern-most bay of the lake, inhibiting boat traffic. The Swan Lake Association approached Itasca SWCD in the fall of 2024 with desire to control the pondweed in the channel to allow boat access to the SW bay.

Our AIS program implemented an herbicide application on June 4th, 2025, throughout a 280-yard stretch of the channel. The results were apparent within 2 weeks of the application with very little Curly Leaf being found throughout the area. The channel remained passable to boat traffic for the entire open water season.

Itasca SWCD and the Swan Lake Association will evaluate the regrowth in the spring of 2026 and decide if another herbicide application is necessary.

• Dora Lake – Starry Stonewort

Starry Stonewort was discovered in the summer of 2024 near the boat ramp of Dora Lake (31088200). The initial infested area was approximately 10' X 10'. While delineating the area in 2025 to set up a hand removal project, we discovered that the Starry Stonewort had now expanded throughout much of the channel that goes from the boat ramp out to open water.

We did not find Starry Stonewort in any other areas of the lake during subsequent searches so we decided that an algaecide application would be our best approach to keep the infestation isolated to the boat ramp area.

On October 16th commercial applicators, PLM, came and applied a copper-based algaecide to the infested area to prevent any further spread into the main lake.

Our plan is to dive the area in the spring and hand-harvest any Starry Stonewort bulbils that we find to lessen the regrowth, and we will quite likely, make another algaecide application in the summer/ fall of 2026.

- **Chemical Control of Purple Loosestrife**

There were 28 lakes in 2025 where herbicide was used to control Purple Loosestrife. Historically, we would typically have around 50 lakes where some herbicide control is needed but this year we saw the benefits of our integrated management approach from recent years. Many Loosestrife sites visited in 2025 either had no Loosestrife plants to be found or our biological control beetle populations were reproducing very well and there was no need to use herbicides.

- **Biological Control of Purple Loosestrife**

47,750 Purple Loosestrife Defoliating Beetles were collected from known populations and dispersed throughout 29 different sites in Itasca County, MN with dense Loosestrife infestations.

Collaboration with Other Agencies

- Donated 1,000 Galerucella Beetles to Cook County to be released at a site near Grand Marais, MN.
- Released 12,425 Galerucella Beetles within the Leech Lake Reservation portion of Itasca County to increase the effort of the biological control of Purple Loosestrife in collaboration with the LLBO.

To view our online Invasive Species Location Maps please visit: <https://arcg.is/KHG9y>

Itasca County, MN Infested Waters List

December 31,2025

Lake	Zebra Mussels	Faucet Snails	Eurasian Milfoil	CL Pondweed	Purple Loosestrife	Flowering Rush	Starry Stonewort	Rusty Crayfish
Bass - 31057600 (Cohasset/DR)	X				X			
Ball Club - 31081200	X	X						
Balsam - 31025900					X			
Biauswah - 31086200					X			
Bird's Eye - 31083400	X							
Blackwater - 31056100	X	X		X				
Blandin Reservoir - 31053300	X			X	X			
Blind - 31041800					X			
Bower - 31005200					X			
Bowstring - 31081300		X			X			
Bray - 31014700					X			
Canisteo Mine Pit - 31128200	X							
Clubhouse - 31054000					X			
Coon/Sandwick - 31052400			X					
Connors - 31071000					X			
Crooked - 31019300					X			
Crystal/Ice - 31037200			X		X			
Cut Foot Sioux - 31085700	X	X			X			
Deer - 31071900				X	X			
Deer River					X			X
Dora - 31088200	X						X	
Dunbar - 31090400					X			
Eagle - 31045400					X			
East Smith - 31061600					X			
Egg - 31081700	X	X						
First River Lake - 31081800	X	X						
Forest - 31037400					X			
Hale - 31037300			X		X			
Hart - 31002000						X		
Hartley - 31015400					X			
Highland - 31048100						X		
Holman - 31022700					X	X		
Jay Gould - 31056500	X			X				
Jessie - 31078600	X				X			
Johnson - 31058600					X			
King - 31025800				X				
Leighton - 31073900					X			
Lily - 31037500					X			
Little Cutfoot - 31085200	X	X						
Little Drum - 31074100					X			
Little Jay Gould - 31056600	X			X				
Little Jessie - 31078400	X							
Little Long - 31061300					X			
Little Sand - 31085300	X							
Little Sturgeon - 69129000					X			
Little Turtle - 31077900					X			
Little White Oak - 31074000					X			
Little Winnibigoshish -31085000	X	X						X
Long - 31057000 (Cohasset)					X			
Loon - 31057100					X			
Lower Balsam - 31024700					X			
Lower Lawrence - 31023800					X			
Maple - 31077300					X			
McKinney - 31037000			X		X			
Mike's - 31096600					X			

Itasca County, MN Infested Waters List

December 31,2025

Lake	Zebra Mussels	Faucet Snails	Eurasian Milfoil	CL Pondweed	Purple Loosestrife	Flowering Rush	Starry Stonewort	Rusty Crayfish
Mississippi River	X	X		X	X			X
Moose - 31072200 (Deer River Area)	X			X	X			X
Napoleon - 31029000					X			
Northstar - 31065300	X							
O'brien - 31003200					X			
Pokegama - 31053200	X			X	X		X	X
Portage - 31082400	X				X			
Prairie - 31038400				X				
Prairie River					X			
Rabbit's - 31092300	X	X						
Raven - 31092500	X	X						
Rice - 31071700					X			
Rice - 31087600 (Sand Lake Chain)	X							
Sand - 31082600 (Big Sand)	X				X			
Sand - 31043800					X			
Smith - 31065000				X	X			
Snaptail - 31025500					X			
South Sturgeon - 31000300					X			
South Sugar - 31055500					X			
Spider - 31053800						X		
Sugar - 31092600 (Winnie)	X	X						X
Swan - 31006700	X			X	X			
Trout - 31021600 (Coleraine)	X				X	X		
Trout - 31041000 (Wabana)					X			
Turtle - 31072500	X				X			X
Twin - 31002600 (Pengilly)					X			
Twin - 31019000/31019100			X		X	X		
Wasson - 31028100					X			
Winnibigoshish - 11014700	X	X			X		X	

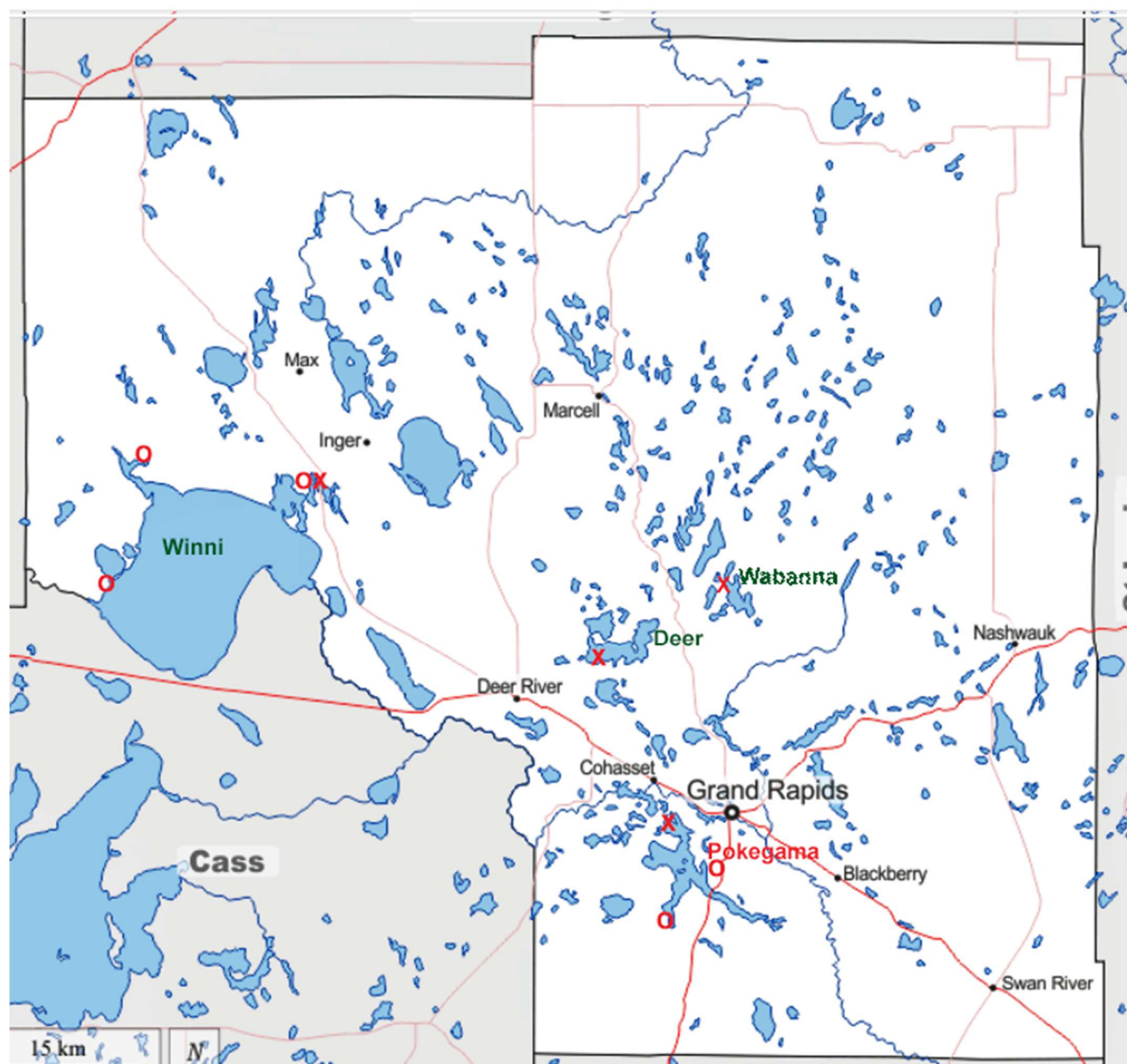
Itasca SWCD AIS Program
2025 CD3 Tool Usage

Location	Year	Month	Air Uses	Brush Uses	Light Uses	Plug Wrench	Reach Grabber	Vacuum Uses	Total
Winnibgoshish Chippewa Campground	2025	Apr	3	0	2	1	3	4	13
		May	38	2	8	13	28	10	99
		Jun	33	5	6	12	3	8	67
		Jul	36	0	1	4	0	5	46
		Aug	57	1	11	10	8	16	103
		Sep	45	1	5	6	8	10	75
		Oct	30	0	7	13	9	18	77
		Total	242	9	40	59	59	71	480
Winnibigoshish Third River Flowage	2025	Apr	1	0	1	2	3	1	8
		May	1	0	0	1	0	1	3
		Jun	31	1	3	7	1	12	55
		Jul	19	3	2	11	8	5	48
		Aug	66	3	9	14	11	9	112
		Sep	107	4	11	18	7	25	172
		Oct	57	1	8	12	18	19	115
		Total	282	12	34	65	48	72	513
Cut Foot Sioux Mosomo	2025	Apr	2	0	1	2	0	1	6
		May	35	8	9	17	0	21	90
		Jun	31	12	2	6	2	8	61
		Jul	28	5	4	9	2	16	64
		Aug	40	14	8	9	1	30	102
		Sep	23	1	6	14	1	8	53
		Oct	20	3	12	5	1	7	48
		Total	179	43	42	62	7	91	424
Pokegama-Sherry's Arm	2025	No data available							
Pokegama-Mishawaka Mobile Unit	2025	May	13	4	3	9	0	6	35
		Jun	43	9	11	24	0	36	123
		Jul	32	11	9	11	0	20	83
		Aug	68	23	24	39	2	19	175
		Sep	22	6	19	9	5	18	79
		Oct	23	4	8	11	0	10	56
		Nov	1	5	0	1	0	0	7
		Total	202	62	74	104	7	109	558
Total			905	126	190	290	121	343	1975

Itasca County SWCD AIS Program

○ Self-Service CD3 Stations (5)

✕ Manned Pressurized Hot Water Decontamination Stations (4)



AIS Cleaning Tool Stations
Installed in 2025

Lake	Qty	Other Signs
Bass (Cohasset)	2	2 AIS Alert
Bowstring NE	1	
Bowstring South	1	
Deer (Deer River)	1	
GPLA Jay Gould	1	
Grave	1	
Island	1	
Izaak Walton Park DNR	1	
Jay Gould Boswell (Hot Ponds)	1	
Jessie + 2 resorts	3	
Johnson Lake	1	
Little Jay Gould	1	
Little Jessie	1	
Maple	1	
Moose (Deer) 2 landings	2	2 AIS Alert
Pokegama Laplant	1	
Pokegama Mishawaka	1	AIS Alert
Pokegama Sherry's Arm	1	
Pokegama Golf Course	1	
Pokegama Tioga	1	
Pokegama Wood Tick	1	
Round North	1	
Sand Lake Association	1	
Shallow	2	
Siseebakwet landing + VRBO+Lodge	3	
Splithand	1	
Swan	1	
Trout Kom-on-in	1	AIS Alert
Trout Long Year	1	AIS Alert
Trout North	1	AIS Alert
Turtle	1	
Wabana 2 landings, 3 private	5	
Totals	43	8

Itasca SWCD AIS Program	Watercraft Inspections and Decontaminations in 2025						
	Inspections						
Landing	In	Out	Decons	Total Hrs	Overlap Hrs	Inspections/Hr	
Bass Pincherry (Cohasset)	1	-	1	-	-	-	
Bass S (Cohasset)	45	11	34	-	90.00	0.50	
Bass Total (Cohasset)	46	11	35	-	90	0.51	
Bowstring NE	83	53	30	1	78.00	1.06	
Bowstring NW	15	6	9	5	30.00	0.50	
Bowstring S	1,809	941	868	8	921.00	1.96	
Bowstring Total	1,907	1,000	907	14	1,029.00	1.85	
Clay Boswell	62	22	40	9	77.50	0.80	
Deer	3,200	1,748	1,452	107	1,598.00	2.00	
Island*	643	455	188	-	536.25	1.20	
Jessie	235	125	110	-	128.50	1.83	
Maple	154	77	77	-	-	-	
Miss. River Izaak Walton	4	2	2	-	-	-	
Moose	167	101	66	-	178.50	0.94	
North Star	532	288	244	4	560.00	0.95	
Pokegam Tioga	2,757	1,452	1,305	130	1,920.50	1.44	
Pokegama Kings	1,241	721	520	-	688.00	1.80	
Pokegama LaPlant	9	6	3	-	-	-	
Pokegama Mishawaka	2,035	1,107	928	2	825.75	2.46	
Pokegama Sherry's Arm	1,387	782	605	37	988.50	1.40	
Pokegama Trooptown	2	1	1	-	30.00	0.07	
Pokegama Total	7,431	4,069	3,362	169	4,453	1.67	
Round E	144	82	62	-	-	-	
Round N	382	220	162	-	674.00	0.57	
Sand	525	275	250	4	562.50	0.93	
Spider	113	71	42	-	146.00	0.77	
Splithand*	1,101	582	519	-	482.50	2.28	
Swan	2,080	1,012	1,068	15	882.75	2.36	
Trout Kom On In	149	75	74	-	139.50	1.07	
Trout N	1,011	546	465	-	801.50	1.26	
Trout W	510	292	218	3	545.50	0.93	
Trout (Coleraine) Total	1,670	913	757	3	1,486.50	1.12	
Turtle	586	324	262	-	785.00	0.75	
Wabana NW*	1,345	768	577	58	770.50	1.75	
Wabana SE*	849	512	337	-	572.00	1.48	
Wabana Total	2,194	1,280	914	58	1,342.50	1.63	
Winnibigoshish Plughat	2,180	1,213	967	-	1,125.75	1.94	
Winnibigoshish Third River	121	53	68	-	175.00	0.69	
Cut Foot Mosomo	2,867	1,626	1,241	121	1,794.00	1.60	
Winnibigoshish Total	5,168	2,892	2,276	121	3,094.75	1.67	
Totals	28,344	15,549	12,795	504	18,107.00	1.57	
Total Inspections and Decons				28,848			
* Uninfested lakes on 2025 Priority Lakes list							

Photos of AIS Activities

Itasca County Fair August 13-17, 2025, we had large displays outside and inside.



The 30 gallon fish tank with Zebra mussels, Rusty Crayfish, Mystery snails, Curly leaf pondweed, and Starry stonewort was a big hit!



MN DNR AIS partnered with us this year for the Fair. Here they're spinning the Wheel of Invaders.



Zebra mussel colony discovered on our Veliger Settlement Samplers on Bass Lake





Itasca County SWCD AIS Program State Fiscal Year 2027 Budget

Budget Period

July 1, 2026 – June 30, 2027

Submitted To

Itasca County Board of Commissioners

Total State Fiscal Year 2027 Budget

\$630,463



**Itasca County Soil and Water Conservation District
Aquatic Invasive Species (AIS) Program SFY 2027 Budget**

The Itasca County SWCD Aquatic Invasive Species (AIS) Prevention Aid Program will prioritize targeted, cost effective prevention, early detection, and rapid response activities in SFY 2027. Continued investment is necessary to maintain data driven strategies that improve risk based inspector deployment, strengthen monitoring capacity, and support coordinated response planning. Partnerships with the DNR, MAISRC, US Forest Service, lake associations, tribal governments, and regional collaborators remain essential for addressing high risk species such as starry stonewort, zebra mussels, and Eurasian watermilfoil. These collaborations allow the program to leverage shared expertise, reduce duplication of effort, and ensure that limited AIS Prevention Aid funds are directed toward the highest impact actions that protect Itasca County's lakes, economy, and recreation based communities.

Submitted by Bill Grantges, AIS Program Manager February 13, 2026



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www.itascaswcd.org

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Itasca Soil & Water Conservation District
Aquatic Invasive Species Program
State Fiscal Year 2027 Budget
Proposal to Itasca County SWCD Board of Supervisors

State Fiscal Year 2027

	SFY 2026 1st half 7/1/25 to 12/31/25	SFY 2026 2nd Half 1/1/26 to 6/30/26	SFY 2026 Total	SFY 2027 Total	SFY 2027 1st half 7/1/26 to 12/31/26	SFY 2027 2nd Half 1/1/27 to 6/30/27	Change from previous SFY
Income							
AIS State Aid To County	317,089	317,089	634,178	633,463	316,732	316,732	(715) -0.11%
Itasca County Allocations							
County Admin	1,500	1,500	3,000	3,000	1,500	1,500	- 0.00%
Itasca SWCD	315,589	315,589	631,178	630,463	315,232	315,232	(715) -0.11%
Itasca SWCD Allocations							
Admin	3,000	8,000	11,000	16,500	8,000	8,500	5,500 50.00%
Personnel	102,000	110,000	212,000	231,000	115,000	116,000	19,000 8.96%
Priority Areas							
Prevention	188,589	150,589	339,178	315,232	171,000	144,232	(23,947) -7.06%
Monitoring & Control	-	20,000	20,000	23,700	-	23,700	3,700 18.50%
Community Action Projects	20,000	20,000	40,000	40,000	20,000	20,000	- 0.00%
Awareness & Training	2,000	7,000	9,000	4,032	1,232	2,800	(4,969) -55.21%
Total Itasca SWCD Allocations	315,589	315,589	631,178	630,463	315,232	315,232	(715) -0.11%

Changes from last year's budget:

State Aid to County is down \$715 (0.11%).

County Admin is unchanged.

SWCD Admin- receives \$5,500 (50%) more State Aid as a result no rollover, and Union contract pay increases.

Personnel- receives \$17,000 (8.96 %) more State Aid as a result of Union contract pay increases.

Prevention- receives \$23,9470 (7.06%) less State Aid. 1 FTE less than in 2025. Seasonal staff pay rates are the same as in 2025, no raises.

Monitoring & Control- receives \$3,700 (18.5%) more State Aid. Returning seasonal staff receive a \$1/hr raise. Starting rate for new seasonal staff is up \$0.50. We can not predict USFS grants so they are Zero for 2027.

Awareness & training receives \$4,969 less State Aid. MN Traditions \$3,000 in 2027



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 24, 2026

REQUEST FOR BOARD ACTION: RBA-2026-106

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Commissioner Johnson

AGENDA ITEM:

Schedule a Special Session Re: Leadership Updates

BOARD ACTION REQUESTED:

Schedule a Special Session Re: Leadership update for Tuesday April 14, 2026, beginning at 8:30 a.m. in the Itasca County Boardroom #308.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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