



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 11, 2025

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes as delineated below.

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

1. Approve the minutes of the Tuesday, February 4, 2025 Itasca County Regular Session.

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda as presented.

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

1. Appoint Amanda Lamma to the Park & Recreation Commission, fulfilling an unexpired At-Large vacancy effective February 11, 2025, through December 31, 2027.
2. Approve new On Sale Liquor and Sunday Sales licenses for Probasco Restaurant Group, LLC dba Trailside Restaurant and Bar located at 29314 County Road 52, Bigfork, MN 56628.
3. Authorize IMCare Director to sign the contract between IMCare and ATTAC Consulting Group, LLC.

4. Approve the Revised MCIS Hosting Contract Revision 2025 and necessary signatures.
5. Approve donation of old technology equipment; approximately 17 laptops, 2 printers and 3 desktops to PCs for People.
6. Authorize the required signatures on the Sponsor Agreement with the City of Cohasset for the construction of the 2025 Safe Routes to School Project.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Legislative Conference Call
A Legislative Conference Call was provided by Itasca County Lobbyist Shane Zahrt for informational purposes only; no action taken.
3. Recognition of County Employees
The following employees were recognized:
Congratulations to Eva Moore, who transferred from Administrative Assistant to Administrative Secretary within the Land Department, effective February 3, 2025.

Congratulations to Amanda Schultz, who transferred from the Deputy Clerk of the County Board to Human Resources Assistant, effective February 3, 2025.

Congratulations to Amber Silliman, who transferred from IMCare RN Quality Improvement to Public Health Nurse within Health and Human Services, effective February 3, 2025.

Farewell to Gwen Rutherford, whose last day as an Accounting Technician with Health and Human Services was January 30, 2025, after 15+ years of service.

Farewell to Janna Wolter, whose last day as a Public Health Nurse with Health and Human Services was February 1, 2025, after 9+ years of service.

Welcome to new employee, Danny Key, Highway Maintenance Worker, with the Transportation Department, which was effective February 3, 2025.

Welcome to new employee, Dora Braford, Medical Support Specialist, with Health and Human Services, which was effective February 3, 2025.

Farewell to Brandon Schmid, whose last day as a Mechanic/Welder with Transportation/Road & Bridge, was February 4, 2025, after 6+ years of service.

Farewell to Christine Blackburn, whose last day as Legal Secretary with the Attorney's office, was February 4, 2025, after 2+ years of service.

4. Performance Evaluation Summary
Chair Venema provided a summary of the Performance Evaluation of County Administrator Brett Skyles for informational purposes only; no action taken.
5. 2025 CEDA Contract

Motion To: Approve 2025 CEDA Contract as amended.

RESULT:	APPROVED (3 TO 1)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Casey Venema
NAYS:	John Johnson
VACANT:	District #4

6. County Owned Vehicle Security

Commissioner Johnson provided information regarding the Safety of County Owned Vehicles for informational purposes only; no action taken.

7. Commissioner Warrants

Motion To: Approve the Commissioner Warrants with a check date of February 12, 2025, in the amount of \$991,074.97.

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

8. Employee Expense Report Approval

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

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

9. Additional YMCA Rent Concession

Motion To: Approve rent concession for an additional 6 months for 1 classroom for the months of March 2025 through August 2025 with total rent concession to not exceed \$6552.00.

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

10. Public Hearing Re: Adoption of a Floodplain Ordinance

Motion To: Open the Public Hearing Re: Adoption of Floodplain Ordinance.

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

Motion To: Close the above Public Hearing.

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

11. 5-year Plan Presentation

Assistant County Engineer, Ryan Sutherland provided information regarding Transportation Departments 5-year plan for Highway Improvement Projects for informational purposes only; no action taken.

12. Contract Agreement between Itasca County Sheriff's Office and the City of Bovey

Motion To: Approve the Law Enforcement Contract between Itasca County and the City of Bovey, authorize necessary signatures as amended and authorize hiring 3 FTE Grade 10 Deputies upon Contract execution.

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

VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles thanked everyone for going to the Energy Summit that was held in Grand Rapids, MN.

VIII. COMMITTEE REPORTS

Commissioner Johnson reported on attending meetings with MN Representatives, Demcon Corporation and the Blandin Foundation Grant Recipient ceremony.

Commissioner Snyder reported on attending a DNR meeting, Forest Service meeting, Township Association meeting, Cannibus meeting, and several Mining meetings.

Commissioner Smith reported on attending meetings with Itasca County Environmental Services Department.

Commissioner Venema reported on attending the L&M ribbon cutting ceremony, DNR meeting, and will be attending a meeting Re: Hwy 169 Coalition.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding the Blizzard Tour that came through Grand Rapids and thanked all that participated in the setup and those participating in the ride.

Commissioner Snyder provided comment on needing more snow.

Commissioner Smith provided comment on the Perch Fishing Contest on Round Lake, in Squaw Lake, MN on March 15, 2025 from 10am to 1pm.

Commissioner Venema provided comment on the Veterans Ride on February 14, 2025 beginning at 10am.

RECESS

Chair Venema recessed the meeting at 3:33 PM.

RECONVENE

Chair Venema reconvened the meeting at 3:43 PM, with all members present except District #4 vacant.

X. CLOSED SESSIONS

1. Hold a Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

Motion To: Go into Closed Session pursuant to MN Statute 13D.03 Re: Labor Negotiations.

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

Others Present: County Administrator Brett Skyles, Transportation Director Karin Grandia, Assistant Transportation Director Ryan Sutherland, and Highway Maintenance Director, Kory Johnson.

Motion To: Go into Open Session

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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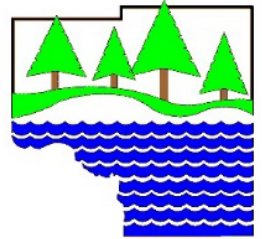
XI. ADJOURN

Chair Venema adjourned the meeting at 4:48 PM.

ATTEST

Casey Venema
Chair of the County Board

Brett Skyles
Clerk of the County Board



February 11, 2025

Chair:

PULL: None

ADDITIONS: None

CHANGES: None

INFORMATIONAL:

1. Additional Information for Item #6.5 (2025 CEDA Contract)
2. Additional Information for Item #6.10 (Public Hearing Re: Adoption of Floodplain Ordinance)



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John Johnson	District #3	Present	2:30 PM
	District #4	Vacant	
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.13 (Old Central School Letter of Support), Item #6.14 (2024 AIS Program Report/2026 SFY2026 Budget), Item #6.15 (Legion Park land acquisition Letter of Support), pull Item #10.1 (Performance Evaluation Summary), and approve the agenda, as amended. All aye, except District #4 vacant.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes as delineated below.

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

1. Approve the minutes of the January 28, 2025, County Board Regular Session.

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as delineated below.

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

1. Authorize Director of Environmental Services to enter into a new service agreement with IWORQ for permitting software.
2. Authorize entering into Mn/DOT Agreement No.1055875 for Bridge Funding and adopt the Resolution Re: For Agreement to State Transportation Fund (Local Bridge Replacement Program) Grant Terms and Conditions for SP 031-670-009.
3. Authorize entering into Mn/DOT Agreement No. 1056219 for Bridge Funding and adopt the Resolution Re: For Agreement to State Transportation Fund (Local Bridge Replacement Program) Grant Terms and Conditions for SAP 031-670-010.
4. Award contract 60730 for C.S.A.H. 7 Grading & Bituminous Surfacing to the lowest responsible bidder, Kern and Tabery, Inc., in the amount of \$6,428,624.39 and authorize the required signatures on the contract documents.
5. Adopt the Resolution Re: Lawron Trail Riders Snowmobile Club Federal Recreational Trails Program Grant Application and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.

2. Legislative Conference Call
A Legislative Conference call was provided by Senator Farnsworth.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of February 5, 2025, in the amount of \$558,021.75.

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

4. Employee Expense Report Approval

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

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

5. County Assessor Business Model

Item was discussed and will be brought back to the County Board at a future date with further information.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Balsam Garage

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. MN Nuclear Alliance Coalition

Motion To: Authorize the addition of Itasca County to the list of official supporters of the MN Nuclear Alliance Coalition.

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

8. Proposed handicap parking changes

Facilities Manager, Ryan Eichorn presented information regarding handicap parking changes to NE 2nd Avenue parking lot.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. Family & Child Services 2024 Report

Family Services Division Manager, Becky Lauer provided the 2024 Report on Family & Child Services.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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10. CARMA letter to the Governor

Motion To: Authorize the County Board Chair to sign the CARMA letter to the Governors Office.

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

11. Schedule a Public Hearing

Motion To: Schedule a Public Hearing Re: to consider the creation of a Subordinate Service district for Nashwauk Ambulance Primary Service Area (PSA) to be held at the Tuesday, February 25, 2025, County Board Regular Session which begins at 2:30 p.m.

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

12. Compensation - Chief Deputy Sheriff

Motion To: Approve the Employee Agreement and 2% increase in compensation for Chief Deputy Sheriff Chris Peterson.

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

13. Old Central School

Motion To: Approve the Letter of Support for SF0575, Old Central School Renovation and authorize Board Chair signature.

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

14. 2024 AIS Program Report/SFY2026 Budget

Itasca county Aquatic Invasive Species (AIS) Coordinator Bill Grant gets provided an Itasca county AIS Program Update for 2024, as well as recommendations for the State Fiscal Year 2026 Itasca County AIS Program Budget in the amount of \$634,178.00.

Motion To: Approve the State Fiscal Year (SFY) 2026 Itasca Soil & Water Conservation District (SWCD) Aquatic Invasive Species (AIS) Program Budget Proposal in the amount of \$634,178.00.

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

15. Legion Park Letter of Support

Motion To: Approve Letter of Support for the acquisition of lands within Legion Park in the City of Grand Rapids.

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

VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Johnson reported on attendance at the AMC Solid Washing Working Group and IMCare Subcommittee Meeting.

Commissioner Snyder reported on attendance at an Intergovernmental Meeting, Mesabi Metals, a meeting with Governors' staff, and a Pollution Control meeting.

Commissioner Smith reported on attendance of an AMC meeting via Zoom with Commissioner Venema and Administrator Skyles.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding upcoming meetings with Representatives in St. Paul and also meeting with a Representative from DemCon. Also shared that the SWCD is selling plants/seeds native to MN and invited the public to consider checking them out.

RECESS

Chair Venema recessed the meeting at 3:51 PM.

RECONVENE

Chair Venema reconvened the meeting at 4:00 PM, with all members present except District #4 vacant.

X. CLOSED SESSIONS

2. Hold a Closed Session per MN Statutes 13D.05, subd. 3, to conduct County Administrator Brett Skyles' Performance Review.

Motion To: Go into a Closed Session per MN Statutes 13D.05, subd. 3, to conduct a Performance Review on Administrator Brett Skyles

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

Others Present: Administrator Brett Skyles and Administrative Services Assistant Shelley Kebart.

Motion To: Go into Open Session.

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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XI. ADJOURN

Chair Venema adjourned the meeting at 4:28 PM.

ATTEST

Casey Venema
Chair of the County Board

Brett Skyles
Clerk of the County Board



ITASCA COUNTY BOARD OF COMMISSIONERS

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ATTEST

Casey Venema
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-252

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Appointment - Park & Recreation Commission

BOARD ACTION REQUESTED:

Appoint Amanda Lamppa to the Park & Recreation Commission, fulfilling an unexpired At-Large vacancy effective February 11, 2025, through December 31, 2027.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Online Form Submittal_ Itasca County Committee_Commission_Board Application
2. APPT Park & Recreation Commission - A Lamppa

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-251

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

On Sale and Sunday Sales Liquor Licenses for Probasco Restaurant Group, LLC

BOARD ACTION REQUESTED:

Approve new On Sale Liquor and Sunday Sales licenses for Probasco Restaurant Group, LLC dba Trailside Restaurant and Bar located at 29314 County Road 52, Bigfork, MN 56628.

BACKGROUND:

Business location was previously operated as Scenic Pines Restaurant.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-256

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare contract with ATTAC Consulting Group, LLC

BOARD ACTION REQUESTED:

Authorize IMCare Director to sign the contract between IMCare and ATTAC Consulting Group, LLC.

BACKGROUND:

This contract is for a CMS Mock Program audit to ensure IMCare Compliance. This proposal was written into our bid for CMS and will be funded 100% by CMS funds.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. BAA_ATTAC_Itasca Draft
2. MSA_ATTAC_Itasca Draft
3. NDA General Agreement_ATTAC_Itasca Draft
4. ATTAC IM Care Mock Audit Proposal 05.24.2024

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-243

DEPARTMENT: Management Information Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Jennifer Sutherland

AGENDA ITEM:
Approval of Revised MCIS Hosting Contract Revision 2025

BOARD ACTION REQUESTED:
Approve the Revised MCIS Hosting Contract Revision 2025 and necessary signatures.

BACKGROUND:
Changes to the contract are required due to the move to the Paul Bunyan Data Center.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

- SUPPORTING DOCUMENTATION:**
1. 2025-Why the contract changes
 2. Contract Revision
 3. Itasca-Hosted Entity JL513561 R2025-R3

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



MCIS Hosting Contract – Revisions 2025

Why do we need to sign another Hosting Contract with MCIS?

In February of 2024 all counties signed a hosting agreement due to the upgrade of equipment. Due the required move out of the Itasca County data center to Paul Bunyan Communications facility in Bemidji, and new contract must be signed because of the duration of the contract with Paul Bunyan and costs associated.

What was revised on the main contract?

- Note, the exhibits one through four had no changes made to them but are included in your PDF as the complete contract.
- Definitions Section
 - Clarified budget year and replacement year
 - Added CNX Valance and Kisco software to MCIS 3rd party utilities used by MCIS.
 - Added definition for wide area network, co-location facility, IBM-i equipment, co-location equipment, managed service provider.
- Terms Section
 - Reserve Fees (Paragraph 3b)
 - Explained disaster recovery (DR) fee associated with a partition pre-built on the MCIS development IBM-i
 - Explained hosted entities responsibilities for reserve fees through replacement year.
 - Yearly Fees (Paragraph 3c)
 - Previously titled “maintenance fees”. But with the addition of co-location and WAN charges into this category we relabeled to “yearly fees”.
 - Explained “co-location” and “WAN” fees.
 - Explained how hosted entities are responsible for co-location and WAN fees through the termination of the contract with the provider (i.e. 2029)
 - Co-location fees - MCIS is under a five-year contract expiring August 2029 with costs estimated at \$745/month, and yearly increases locked at not to exceed three percent (3%) per year.
 - WAN fees - MCIS is under a five-year contract expiring August of 2029 with an estimated cost of \$918/month including taxes and increases locked at not to exceed three percent (3%) per year.
 - The MCIS development environment utilizes portions of the co-location and WAN setups. Allocated 75% of the co-location to hosting, which is the number of hosted counties (9) divided by the total members (12). Allocated 40% of the WAN fees to hosting for most is used in the development and support of all members.
 - Security Requirements (paragraph 4h)
 - Requires a county to allow emails to be sent from “iEventMonitor”, which is an automated monitoring tool, to specific MCIS staff. The IBM-i has a lot of tracking occurring and at times message sent to the operator queue on the IBM-I need responding too. This tool allows MCIS staff to not manually monitor IBM-i partitions but get alerts of potential events requiring responses. Not allowing this capability prohibits MCIS from knowing or responding on timely basis



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- Term (paragraph 5a)
 - Explained replacement year can be revised with approval by MCIS Board depending on the requirements of the organization.

How were the revisions reviewed?

The Executive Director revised the main contract and had it reviewed/modified by the MCIS attorney. This version was reviewed and commented on by IT Directors from Carlton and Sherburne County. Their issues were incorporated by the MCIS attorney into the final version of the agreement.

What are the next steps?

The MCIS Board on January 23rd, 2025, gave the Executive Director approval to sign and distribute to the hosted counties the contract for signature. MCIS requests this document be returned no later than February 26th, 2025.

Jennifer Sutherland

From: Lyle Eidelbes <lyle.eidelbes@mcis.cog.mn.us>
Sent: Monday, January 27, 2025 3:31 PM
To: Jennifer Sutherland
Cc: William Hilback
Subject: MCIS Hosting Contract Updated
Attachments: 2025-Why the contract changes.pdf; Itasca-Hosted Entity JL513561 R2025-R3.pdf

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

Jennifer –

Due to our move to Paul Bunyan data center a new hosting contract needs to be signed. Attached is a document explaining the changes and the contract itself. If possible, I would like a signed copy back by February 26, 2025.

Take care!

Lyle Eidelbes
MCIS – Executive Director
413 SE 7th Ave
Grand Rapids, MN 55744
218.301.7609

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MINNESOTA COUNTIES INFORMATION SYSTEMS HOSTING AGREEMENT

This Hosting Agreement is made by and between **Minnesota Counties Information Systems (MCIS)**, a Minnesota joint powers entity, and **Itasca County**, a Minnesota political subdivision (Hosted Entity).

1. Hosted Entity (f/k/a County, Member) is a member of the MCIS joint powers entity, as defined by the MCIS Joint Powers Agreement.
2. Hosted Entity owns and operates IBM-i (f/k/a iSeries, AS/400) server on which they run various software programs related to the Hosted Entity's statutory functions, or the Hosted Entity is a current subscriber to the MCIS hosted solution.
3. The IBM-i server, peripheral backup hardware, and operating system software require staff with sufficient expertise to operate, monitor and support.
4. Hosted entity finds it difficult for individual political subdivisions to maintain staff with expertise on the IBM-i server, peripheral hardware, and operating system, and/or it is not cost effective to maintain this expertise.
5. As a solution, MCIS offers a hosted environment whereby MCIS acquires and maintains the requisite IBM hardware in a suitable location and hosts the software and data needed by the political subdivisions.
6. This Hosting Agreement sets forth the terms and conditions of the hosting relationship between MCIS and the Hosted Entity.

Definitions

1. Budget Year. January 1st through December 31st with the budget for the new year approved at the MCIS Board meeting in July of the current year.
2. Planned Date. The month/year, provided upon signing, a hosted entity desires to be implemented.
3. Implementation or Calculation Date. The month/year both parties agree to target for implementation.
4. Co-location equipment. Equipment, which is composed of physical hardware and software to operate equipment, located at co-location facility which could include but not limited to IBM-i server, Cybernetics device (disk to disk backup), router/firewall, switches (layer 2 or above), power distribution unit (PDU), IBM tape drive(s), IBM hardware management console (HMC), uninterruptible power supply (UPS). Asset listing can be provided upon request.
5. Wide Area Network (WAN). Technology that spans beyond a single facility to connect multiple locations together, such as MCIS offices, co-location facility, members facility, cloud applications and/or storage. MCIS signed a contract running through 2029 with Paul Bunyan Communication to provide internet connection into the co-location facility, and metro-ethernet connections between MCIS offices and Paul Bunyan, and Itasca County and Paul Bunyan. All other member counties are connected via virtual private site to site connections (i.e. VPN).
6. Co-Location facility (Co-Loc). Physical location housing the WAN and co-location equipment. In addition to the WAN and cabinet space for the co-location facility, it provides 24-hour security monitoring, fire suppression, and redundant power, cooling and broadband connectivity.
7. Replacement Year. Year the hardware for the hosted environment is planned for upgrade, which is currently defined to July/August of 2028 for Cybernetics Equipment and July/August 2029 for IBM-i equipment. MCIS maintains the right to revise dates based on performance/capacity needs and with approval by the MCIS Board.
8. LPAR. A partition created on the shared IBM-i server for the hosted entity.
9. Device(s). Electronic data processing equipment which can be set up to access the LPAR, such as but not limited to servers, laptops, desktop, cell phones, printers, scanners, tape drives, and so forth.
10. MCIS Software - applications and utilities used for MCIS developed software such as Property Tax, CAMA, Payroll/HR, and MCISQGPL utilities.



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11. MCIS 3rd Party utilities - Fresche Presto runtime; CNX Valence; ICS FormSprint runtime w/PDF and email, Kisco iEventMonitor and SafeNet/I, ProData Data Base Utility (DBU), and future solutions that may be approved by the MCIS Board.
12. MCIS Desktop utilities - IBM-i Access Client solutions, Start PC Command.
13. Non-MCIS software – all other software not defined as MCIS software, 3rd party and/or desktop utilities. Examples such as TriMin IFSpi, Social Welfare, Highway Costing, and so forth. MCIS will require a list of the software, vendor contact information, and the Hosted Entity product owners.
14. Hosting Data Storage – storage that cannot be removed and required to keep the system running, such as but not limited SSD, SCSI, NVMe drives related to hosting IBM-i server(s), Hardware Management Console, and Cybernetics equipment.
15. Managed Service Provider (MSP). Vendor providing configuration and on-going support for co-location non-IBM-i equipment, such as non-IBM-i server(s), switches, router/firewall, PDUs, extended endpoint detection and response, multi-factor authentication (MFA), Microsoft 365, WAN communication and so forth.
16. Removable media – portable devices that can be connected to computer hardware to provide data storage that can be removed while the system is running and not required to keep hardware operational, such as but not limited to USB memory stick, external hard drives, tapes, CDs, and DVDs.

Terms

1. **Effective Date.** This Hosting Agreement is effective upon signing.
2. **Hosting Services**
 - a. MCIS will provide hosting servers and all necessary ancillary equipment, backup tapes, support, and maintenance to host the Hosted Entity's applications and data ("the Services"). MCIS will provide the processor capacity, disk space and memory to run the Hosted Entity's IBM-i applications. The specifications of the hardware used for hosted services shall be determined by MCIS at its sole discretion.
 - b. The co-location equipment will be placed at co-loc facility, which is determined by MCIS and approved by the MCIS Board. MCIS selected Paul Bunyan Communications' data center in Bemidji, MN as the co-Loc facility, and is under contract through August 2029. MCIS is responsible for maintaining/supporting IBM-i and Cybernetics hardware/software associated co-location equipment.
 - c. WAN communications are determined by MCIS and approved by the MCIS Board. MCIS selected Paul Bunyan Communications as the WAN provider and is under contract through August 2029.
 - d. MSP provides services to support specific co-location equipment and WAN service offerings, which is determined by MCIS and approved by the MCIS Board. The term of this contract is year-to-year, and the provider selected is Paul Bunyan Communications.
 - e. MCIS will perform daily backups to a disk-to-disk backup system with replication of the daily backups to MCIS offices. Monthly and yearly backup to physical tape. Maintaining fifteen-month rotation of monthly's and seven-year rotation of yearlies. The Hosted Entity reserves the right to specify a different retention schedule in writing. MCIS stores tapes in a safe rated for sixty minutes at 1,350 degrees.
 - f. The Hosted Entity reserves the right to specify a different retention schedule in writing, and MCIS obtains the right to determine additional charges if applicable.
 - g. The Hosted Entity is responsible for providing all equipment and/or software necessary at the Hosted Entity's place of business for the Hosted Entity to access the hosted environment provided by MCIS and for maintaining applicable software licensing.



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3. Hosting Fees

- a. **Start-up Fees.** This fee is specific to entities not implemented on or before January 1, 2025. The fee will be a pro-rated costs of quarterly reserve and yearly fees based on the calculation date, and possible co-location equipment upgrades, software transfer fees, and connection setup fees charged by Co-Loc, WAN, and/or MSP providers. This fee will be invoiced at the beginning of the first quarter following the implementation date.
- b. **Reserve Fee.** Allows MCIS to build up funds for future upgrades to the co-location equipment, which includes vendor transfer fees, pre-paid maintenance over multiple years, and disaster recovery (DR) fee. The DR fee is a yearly cost charged to hosted entities to support upgrades to the IBM-i development server⁴, which is located at the MCIS offices and a pre-configured partition that the hosted entity's LPAR can be restored to in event of a declared disaster to the Hosted IBM-i server. The Hosted Entity is responsible for this fee as follows:
 - i. Hosted Entity having services on or before January 1, 2025, will be committed from January 2025 through replacement year.
 - ii. Hosted Entity implemented after January 1, 2025, will be committed from the calculation date through the replacement year.

The reserve fee will be invoiced as follows:

- i. Invoices are sent quarterly for the next three months of reserve fees due.
 - ii. If Reserve Fees available, in the replacement year of equipment upgrades, does not cover the expenses, then MCIS reserves the right to determine a fee for the next budget cycle to handle the uncovered expense with approval by the MCIS Board.
- c. **Yearly Fee.** The Hosted Entity shall pay a pro-rata share of the yearly maintenance, related supplies, WAN, Co-Loc, and security fee defined as follows:
 - i. **Yearly Maintenance.** Fee charged by vendors for yearly maintenance on co-location facility once the pre-paid maintenance expires. If the vendor allows, typically purchase three years prepaid (minimum) on critical equipment with 24 x 7 coverage. Otherwise, deal within the parameters of the vendor maintenance offerings.
 - ii. **Supplies.** Miscellaneous items budgeted for in support of hosted environment, such as LTO Tapes, cabling, and so forth.
 - iii. **Co-location Fee.** The hosted entities share a percentage of the total monthly fee with remainder applied to the MCIS general budget. Note all counties in some forms are connected into the co-location facility. The percent allocated to hosting is determined based on number of hosted entities in relation to total members.
 - iv. **WAN Fee.** Hosted entities will pay a percentage of the total co-location facility provider WAN fee with remainder applied to MCIS general budget. MCIS development/support environment is estimated to use the majority of the WAN communication setup (i.e. 60%).
 - v. **Security Fee.** Hosted entities share of subscription and/or maintenance fees for potential security solutions such as but not limited to Kisco SafeNet/I, MFA, and/or database encryption tools that may be required in the future with MCIS Board approval.
 - vi. Hosted entities are responsible for their portion of the co-location and WAN fees through August 2029. The supplies and hardware/software maintenance fees will be year-to-year.

The fee is determined as part of the MCIS annual budget approval process, and invoiced as follows:

- i. If the Hosted Entity was implemented prior to January 1, 2024, then fees for the budget year are invoiced quarterly.
- ii. If the Hosted Entity was implemented after January 1, 2024, then fees will be invoiced starting the quarter following the implementation date and quarterly thereafter.



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- d. Reserve and Yearly fees can be revised during the yearly budgeting process with approval by the MCIS Board. This ensures yearly expenses are properly covered and reserve fees are being accumulated to handle the upgrades of co-location equipment.
- e. Service Fee. The Hosted Entity will determine the “level of service” they want provided by MCIS during the yearly budgeting process (reference Exhibit 1 for Definitions of Levels of Service), and each level’s monthly fee is set by the MCIS Board during the annual budget process. A Hosted Entity can move up a service level but cannot move to a lower service level once the MCIS Budget is approved. Fee is payable as follows:
 - i. All fees are based on the calculation date.
 - ii. The first invoice occurs the first quarter after the implementation date and includes the number of months from the calculation date through the ending month of the last quarter MCIS has invoiced for multiplied by the selected level monthly service fee.
 - iii. Thereafter, on a quarterly basis, the hosted entity will be invoiced for the next three months multiplied by the selected level monthly service fee.
- f. If amounts owed by the Hosted Entity become past due, the Hosted Entity is subject to the penalties and restrictions set forth in the MCIS Joint Powers Agreement and/or Bylaws.

4. Security Requirements

It is of paramount importance that the Hosted Entity’s LPAR is secure. The Hosted Entity is responsible for maintaining security controls to prevent breaches from occurring on their network and infiltrating the LPAR. Security controls such as but not limited to are as follows:

- a. MCIS developed software requires a County to:
 - i. Maintain the current release level defined for MCIS’s software, 3rd Party, and desktop utilities.
 - ii. For MCIS desktop utilities County IT will distribute/update on the required county personnel devices within a reasonable time-period required by MCIS.
 - iii. Comply with “IBM’s Level 30 or 40 security controls” as described in Exhibit 2 (Defining MCIS Security Level 30/40)
 - iv. Anti-virus and/or end point detection recovery (EDR/XDR) tools on devices accessing the LPAR.
- b. Properly manage IBM-i user profile:
 - i. Ensure county personnel secure their IBM-i user profile passwords to guard against and prevent unauthorized access.
 - ii. Restrict sharing of IBM-i user profiles, except in the instance of IBM system profiles, MCIS operations profile, and/or what’s agreed to between the Hosted Entity and MCIS.
 - iii. Implement add, change, and enabling/disabling procedures with County staff.
 - iv. Implement procedures for restricting access of terminated employees on a timely basis.
 - v. Implement procedures for review/approval when granting IBM-i’s advanced special authorities to user profiles.
- c. Alert MCIS to the following:
 - i. User profiles that need to be disabled due to termination, moving to another department where access is no longer needed.
 - ii. Immediately on a security incident/breach on and/or to Hosted Entity’s network that present risk to the IBM-i server.
 - iii. MCIS will alert Hosted Entity IT Director of security incident breach on MCIS network that present risk to the remote IBM-i server.
- d. When disposing of hosted data storage and/or removable media, MCIS will adhere to the *NIST Special Publication 800-88R (Exhibit 4)*. In the event the hardware doesn’t conform to this data sanitization standard, then MCIS will remove the hosted data storage components perform the purge techniques (crushing, degaussing, shredding) of the NIST standards. Any disposal costs occurred will be distributed evenly between the hosted counties on the next billing cycle.
- e. MCIS reserves the right to require the Hosted Entity to procure and maintain security software solutions that were agreed upon by the majority of the Hosted Entities and approved by the MCIS Board.



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- f. MCIS reserves the right to maintain or not maintain Cyber Security Liability insurance as directed by the majority of hosted entities and/or MCIS Board.
- g. In the event of a security breach within the IBM-I hosting environment, guidance described in the Security Committee Charter will be followed (Exhibit 3).
- h. MCIS utilizes an automated alert messaging tool to receive timely notification of issues occurring on a counties IBM-i partition. It is required that a county allows these messages to be emailed from the county's partition to specific individuals who are part of the MCIS email domain mcis.cog.mn.us and mcismn.gov.

Notwithstanding any other term or agreement to the contrary, each Hosted Entity is solely liable for any and all data breaches that occur within their designated IBM-i partition and agrees to defend and indemnify MCIS and County renting hosting facility space, power and network connectivity from any claims arising from such data breaches.

5. Term.

- a. This Agreement commences on the Effective Date and extends through December 31 of the Replacement Year.
- b. Any party may terminate this Agreement without cause upon 180 days' written notice to the other parties. In addition, this Agreement may be terminated if a party provides written notice of a breach of this Agreement and the breaching party fails to cure the breach within 60 days after receipt of the notice. If the Hosted Entity is the breaching party, it remains responsible for the start-up and service fees for the remainder of the budget year. For yearly fees their allocation of the WAN and co-location fees, and allocation of Reserve fees through the replacement year.
- c. If the Hosted Entity terminates this Agreement without cause by April 1 of the current year, then the Hosted Entity is not responsible for the Service fees after December 31 of the current year. If a Hosted Entity terminates without cause after April 1, then the Hosted Entity remains responsible for the Service and Maintenance fees for the current and next budget year regardless of the date of termination. If the Hosted Entity terminates this Agreement without cause prior to the December 31st of replacement year, the Hosted Entity remains responsible for payment in full of their allocation of the Reserve, Co-location, and WAN fees through December 31st of the replacement year. The Hosted Entity acknowledges that the financial structure of the MCIS hosting service depends on guaranteed receipt of Reserve, WAN, and Co-Loc during the entire term of the hosted agreements. This clause shall survive termination of this Agreement.

6. Indemnification and Limitation of Liability

- a. To the extent allowed by law, MCIS and the Hosted Entity shall fully defend and indemnify and hold harmless the other party against all claims, losses, liability, suits, judgments, costs, and expenses by reason of action or inaction of the employees or agents of the indemnifying party arising in whole or in part from any act or omission of the indemnifying party, its subcontractors, and their agents, servants, or employees, incidental to the performance of this Agreement. This agreement to indemnify and hold harmless does not constitute a waiver by any party of limitations on liability under Minnesota Statutes Section 466.04 and other applicable law or rule.
- b. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59 subdivision 1a(a); provided further that for the purposes of this statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.
- c. The parties to this Agreement are not liable for the acts or omissions of the other Party to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Party.



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7. Representations and Warranties

Each party represents and warrants that the execution and performance of this Agreement has been duly authorized and the signatory to this Agreement possesses all necessary authority to enter into the Agreement.

8. Data Practices

- a. All data created, collected, received, stored, used, or maintained on the MCIS equipment and on or through the associated Hosted Entity network equipment is subject to the requirements of the Minnesota Government Data Practices Act (MGDPA). All parties shall abide by the provisions of the MGDPA, the Health Insurance Portability and Accountability Act and implementing regulations, and all other applicable state and federal laws relating to data privacy.
- b. The parties hereto acknowledge that MCIS is only providing a hosting environment for the Hosted Entity's data. Data content is the sole responsibility of the Hosted Entity. All data requests under the MGDPA are to be responded to by the Hosted Entity as the responsible authority for the data. Any requests for data, or for changes, additions, or deletions to data, received by MCIS from a third party shall be forwarded to the Hosted Entity for response.
- c. The Hosted Entity shall annually provide MCIS with an authorization to access the data for the sole purpose of carrying out its hosting obligations under this Agreement.

9. Relationship

This Agreement does not create a partnership, joint venture, or other business combination between the parties. Each party is responsible for its own insurance.

10. Force Majeure

No party shall be in breach of this Agreement in the event they are unable to perform their obligations as a result of natural disaster, war, emergency conditions, labor strife, the substantial inoperability of the Internet, the substantial inoperability of the State's WAN, or other reasons beyond their reasonable control, provided, however, that if such reasons or conditions remain in effect for a period of more than 30 days, any party may terminate this Agreement without further liability to that party.

11. Notice

Any notices required or permitted to be given under this Agreement shall be written in letter/memo form on company letterhead, signed on behalf of the party providing notice, and deemed received (1) upon receipt if personally delivered, which includes email; (2) on third day after mailing if sent by certified mail, return receipt requested; or (3) the next business day if sent by messenger or reputable overnight courier. Notices shall be sent to the following addresses:

Current MCIS Executive Director
Minnesota Counties Information Systems
413 S.E. 7th Ave.
Grand Rapids, MN 55744

Current MIS/IS Director/Manager
Itasca County
123 NE 4th Street
Grand Rapids, MN 55744

12. Assignment

No party shall assign its rights or delegate its duties under this Agreement without receiving prior written consent of the other parties.



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13. Waiver

The waiver of any provision or the breach of any provision of this Agreement shall not be effective unless made in writing. Any waiver by either party of any provision or the breach of any provision of this Agreement shall not operate as, or be construed to be, a continuing waiver of the provision or the breach of the provision.

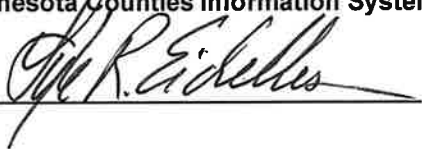
14. Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies shall be considered originals.

15. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents, and proposals. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification is in writing, signed by authorized representatives, and references this Agreement. Any and all causes of action between any party arising out of or related to this Agreement shall be venued in Itasca County District Court.

Minnesota Counties Information Systems

By: 

Lyle Eidelbes - MCIS Executive Director

Approval to sign provided on January 23, 2025 MCIS Board Meeting

Dated: 1/27/2025

COUNTY OF ITASCA

By: _____

Print Name

Its: _____

Dated: _____



EXHIBIT 1 – LEVELS OF SERVICE

Definitions

- Please reference the main contract for other definitions that may be used with this exhibit.
- Hosted / On-Site Support – a Member County with an LPAR on MCIS provided equipment that is hosted at Itasca County defined datacenter(s)
- Remote Support – a Member County who desires their IBM-i server and/or LPAR manage by MCIS< but the physical server is at the County or location outside MCIS known data centers.
- MCIS Software - applications and utilities used for MCIS developed software such as Tax, CAMA, Payroll/HR, and MCISQGPL utilities.
- MCIS 3rd Party utilities - Fresche's Presto runtime; ICS's FormSprint runtime w/PDF and email, ProData Data Base Utility (DBU), and future solutions that may be approved by the MCIS Board.
- MCIS Desktop utilities - IBM-i Access Client solutions, Start PC Command.
- Non-MCIS software – all other software not defined as MCIS software, 3rd party and/or desktop utilities. Examples such as TriMin's IFSpi, Social Welfare, Highway Costing, StandGuard, iTera High Availability and so forth. MCIS will require a list of the software, vendor contact information, and the Hosted Entity product owners.
- Product Owner – County user(s) assigned as owner of a non-MCIS software, and/or County IT Director or County staff managing network security access.

Hosted On-Site County

A member of MCIS Joint Powers who has a partition maintained and supported by MCIS on the IBM-i server(s) located at Itasca County. In 2024 MCIS is reducing support levels from three to two levels that members can select. Under the Level 2 support section ignore items that say "Remote Support" only. Support chosen is for the single LPAR assigned to the member on MCIS Hosted IBM-i server, and a preconfigured LPAR for disaster recovery on the MCIS Development IBM-i server.

Remote Support County

A member of the MCIS Joint Powers who has their own IBM-i server at a designated county location and desires the server to be managed by MCIS staff remotely. This service is called Level 4, and duties performed of level 2, 3 and others will be identified in the section titled "Level 4 – Remote Support and/or County Specific Requests". Level 4 assumes management of one IBM-i server with one active partition, unless otherwise noted. This IBM-i server will be called "Production".



Level 2 – Basic Support and control MCIS Applications

Focused on basic IBM-i operational duties and activities related to the MCIS Software. All on-site and remote hosted entities are required to take this level of support.

Requirement of Hosted Entity (County) – On-Site and Remote Support

- MCIS requires the County to designate an individual(s) that will coordinate IBM-i tasks that need to be physically performed at their location(s) such as but not limited to setup of user application on desktop/personal devices, printers.

Backups – On-Site and Remote Support

- Managing, monitoring, and configuring daily, weekly, monthly, yearly partition backups.
 - Review daily backup results to ensure successful completion.
 - Restore objects from previously available backups as needed.

Backups – On-Site Support

- Uses MCIS backup application included with the MCIS developed software.
- Scheduling of the standard “MCIS Full System Save” applications/process.
- Daily backups are retained on disk-to-disk backup technology called Cybernetics.
- Maintain a minimum of 35 daily tapes. The current procedure as of 2024 is to perform a 45-day rotation.
- Cybernetics technology for deduplicating and replicating virtual tapes is utilized.
- Daily the backups are sent to a secondary Cybernetics device for DR purposes. The secondary device stores only the current week of backups.
- Perform monthly backup to physical tape and maintain a 15-month rotation.
- Perform yearly backups to physical tape and retain up to 7 years.
- Physical tapes are stored in the safe at MCIS offices.
- Note - Tape technology changes with every upgrade cycle of IBM-I hardware that is scheduled every 5-6 years. Physical tape media that hasn't been cycled out and the new tape technology does not support may have to be sent to a 3rd party to duplicate the tape to the current technology. This will not be done until that specific tape is required. Most new tape technology can write's back one prior version but reads up to two versions back.

Backups - Remote Support

- MCIS will follow the standard established by the County using the hardware currently performing backups of the IBM-i server(s) at the County.
- Any standard that deviates from the hosted/on-site configuration may require training from County personnel and/or vendor, such as but not limited to operation use of software performing backups, current daily procedures, management of hardware storing backups, and so forth.
- MCIS recommends County utilize the hosted/on-site backup methodology, within reason, for easier operation by MCIS.

Systems Operation – On-Site and Remote Support

- Monitor/respond to issues with nightly jobs the morning of each business day, such as backups, system start-up tasks, and daily, weekly, monthly jobs scheduled to run at night.
- Manage adding, changing, disabling, and enabling of base IBM-i user profile.
- Provide consultation on connecting laptops/desktop/servers' applications to the member's IBM-i partition's databases/applications, such as Access Client Solution (ACS), ODBC, FTP, and so forth. But not responsible for deploying/configuring the connection on non-IBM-i devices.
- Assist with configuration and/or issues occurring on print devices directly configured to IBM-i.
- Monitoring subsystems, job queues, QSYSOPR message queue, PHP logs, Apache logs related to MCIS developed applications.



- Installing/managing i-EventMonitor software and coordinating responses to alerts provided.
- Applying PTF, OS upgrades to IBM-i operating systems as needed.
- Applying patch and release updates to MCIS developed software, and utilities used for MCIS development and operational support, such as but not limited to Fresche Presto product, ProData's DBU, and ICS FormSprint product.
- Setup scheduled nightly jobs required by MCIS Software, and/or those requested by County user(s).
- Perform MIS tasks associated with MCIS developed Tax/CAMA and Payroll.HR software checklists.
- Troubleshooting hardware/OS related issues and coordinating actions with IBM.
- Coordinate network issues resolution with member's IT Staff, facilities networking staff, and MCIS.

DR Recovery Planning/Testing – On-Site Support

- Maintain the disaster recovery and business continuity plan for the IBM-I environment.
- Perform the disaster recovery plan when required.
- Provide a pre-configured partition on the MCIS Development IBM-i server, that allows for faster DR recovery than starting from scratch.
- Perform testing on at least one member's partition per year. The goal is to cycle through members over a five to six-year period. Includes a connectivity test with member's IT staff.
- Note, recovery processes between partitions are similar, and all members can leverage the results of the yearly test as documentation for their auditors.

DR Recovery Planning/Testing – Remote Support:

- Assist as needed in disaster recovery and business continuity planning for the IBM-I environment.
- Assist with DR recovery test coordination when defined by the County.
- Assist with DR recovery of the IBM-i under the direction/coordination of the County

Audit Reporting – On-Site and Remote Support

- Configure IBM-i standard security auditing capabilities and specific audit controls the MCIS MIS User Group agrees to.
- Hosted entities can request additional controls to be audited and reported on.
- Schedule the monthly security audit reports, and alert member's security team of location and timing for availability.

Configure and Administer General System Clean-up – On-Site and Remote Support

- Configure MCIS standard process for aging output queues and files stored in user's primary integrated file folder (IFS), and so forth.
- Clean up of MCIS created folders for release installation, and standard MCIS and IBM journal receivers.
- Configure any override of folders County IT department specifies should have different days to retain or ignored all together.
- Monitor disk usage for spikes in abnormal usage and provide information to County IT of how to handle.

On-boarding Coordination – On-Site and Remote Support

- Review roles, responsibilities, and expectations with County that are currently handled by county staff as it relates to the IBM-i to establish the level of support.
- Coordinate the communication of how county's users will transition to the new support model.
- Perform assessment of current security configuration on its adherence to MCIS operations team minimal requirements and IBM Level 30/40 or above standards
 - Provide an assessment of what is needed to meet the standards.
 - Create a plan and target date with the member to meet standards.



- If needed, the county and MCIS will mutually agree to go live not meeting standards, but both will diligently and faithfully work to reach adherence on or before the established target date.

Additional On-Board Coordination - On-Site Support

- For hosted/on-site entities, build/execute the plan for: project startup for roles/responsibilities and timeframes; network setup/configuration; application software assessment for communication with non-MCIS vendors; assist with setup of Robocopy for CAMA images/sketches; partition configuration; testing the environment; and go live.

Security Considerations/Handling – On-Site and Remote Support

- The member must maintain IBM Level 30/40 security standards or above as outlined in Exhibit 2.
- Devices connecting to the IBM-I (user desktop, laptop, servers), and connecting within must have appropriate anti-virus and/or End Point Detection/Resolution software installed and ensure map drives to IBM-i are protected.
- Upon termination/departure of employee(s). County will notify MCIS through a help desk ticket to disable user profile within 24 hours of departure, assuming network profile was disabled immediately upon departure. In addition, the County will indicate timing for full removal of terminated employee user ID and owned objects.
- County ensures that 3rd party's supporting non-MCIS Software access is controlled by Product Owner. If a vendor is granted high level access (i.e. can go anywhere in the system) that County is responsible for monitoring access and managing the vendor according to the County's security policies, and MCIS security policy for on-site hosted counties.
- MCIS will manage basic security access to the IBM-i platform which will involve:
 - Establish procedures with County IT on how to handle non-MCIS vendor access to their partition.
 - Performing add, change, enabling/disabling of the IBM-i user profile.
 - Setup user access to MCIS developed software and required utilities used by MCIS software.
 - MCIS will utilize the MCIS menu solution to designate options they may need access to and/or direct them to the specific software they need access to.
 - Setup drive shares with required security settings specified for users, as needed.
 - Assist in configuration of security certificates on the IBM-i
- Yearly actions
 - MCIS will provide list of active users and last date of log in to the County IT Director
 - County IT Director will review and determine what action should be taken for disabling and/or removing the user(s).
 - MCIS will coordinate the activities for rename of objects owned with inactive/disabled profiles.

Security Considerations/Handling – On-Site Support

- Security fundamentals
 - At a minimum, non-MCIS operation staff and/or QSECOFR profiles with advance levels of authority, such as *ALLOBJ, *IOSYSCFG, *JOBCTL, *SAVSYS, *SECADM, and *SERVICE, will need to authenticate on sign-in using Multi-Factor Authentication (MFA).
 - Advanced user access should use multi-factor authentication (MFA) to the IBM-I. At a minimum these users should be multi-authenticated when accessing the County's network. If/when and MFA solution comes available it will be implemented on the IBM-I and managed by MCIS.
 - If MCIS purchases a common security solution for hosted LPARs, then MCIS will implement, monitor, and manage the solutions). Examples would be MFA, Exit Point Management, Audit, and Encryption software.
 - Above is available to remote support entities upon request.
- Manage IBM-i servers, and peripheral equipment:
 - MCIS controls the QSECOFR, DST, MCISADMIN, and access to MCISXXX profiles.



- Advanced access for MCISXXX profiles still has restricted access unless appropriate approval received by MCIS personnel to provide advanced access.
- County can designate individuals, from their IT department, who can request access to profiles such as QSECOFR. But they will place a helpdesk ticket to request access from MCIS and approval will be assessed to enable.

Security Considerations/Handling – Remote Support

- Managed IBM-i servers, and peripheral equipment:
 - MCIS controls the QSECOFR, DST, MCISADMIN, and access to MCISXXX profiles.
 - Advanced access for MCISXXX profiles still has restricted access unless appropriate approval received by MCIS personnel to provide advanced access.
 - County designate individual(s), that will need access to profiles such as QSECOFR, and will keep MCIS informed of how it is being used.



Level 3 – Advanced Support and Support of Non-MCIS Software:

Tasks performed for hosted / on-site support but relate to managing more advanced operations tasks on IBM-i server(s) and monitoring/administering non-MCIS Software.

Handle operational duties for non-MCIS Software.

- County will provide training/documentation for:
 - Process for setup and changing of users with product owner on applications.
 - List of product owners (County user) and vendor contact information for support.
 - How vendors will request access to the application to support, such as access managed by county or MCIS coordinated.
 - Instructions on daily, weekly, monthly, yearly responsibilities County IT currently performs such as but not limited to running specific options within application, setting up users' access, clean-up steps, release/patch application, data clean-up/archiving tasks, and so forth.
- MCIS will perform patch/release of non-MCIS software, but need the following:
 - County will work with vendors to get access to their support portal, if applicable.
 - If vendor has capabilities, MCIS will set up alerts when new releases/patches come available.
 - Upon notification, MCIS will coordinate with the product owner(s) on how to proceed.
 - If an alert is not available, MCIS expects product owner to notify by placing a help desk ticket to when patches/releases are needed and where to obtain software release.

Handling 3rd party providers (Vendor)

- County ensures that vendor access is to the specific application only, and if vendor is granted higher level access that they are aware of County's security policies.
- Vendors will sign-in with their designated user profile and password, and change passwords based on county policy.
- Vendor's IBM-i profile will be disabled by default.
 - Product owner(s) will approve enabling IBM-i user profile by placing a help desk ticket to MCIS.
 - Product owner(s) can override this by placing a help desk ticket to notify MCIS what vendor profiles should remain enabled.
- MCIS can provide access one of three ways:
 - County provides vendors with VPN access to their connection point, and routes them to County's IBM-i partition. But, if a County has vendor's IBM-i profile always enabled, then MCIS has no way to monitor access and it becomes the full responsibility of County.
 - County users can provide access to their desktop device through virtual meeting capabilities.
 - MCIS staff will coordinate, as needed, vendor access through an MCIS supplied device:
 - County user must place a help desk ticket outlining purpose of request, date/time needed, Individual from vendor needing access contact information.
 - MCIS supplies a device for vendors to access County's partition.
 - MCIS is not responsible for actions taken by vendors regarding activities performed on the non-MCIS software.
 - If using an MCIS provided device, MCIS staff will monitor activity of vendor while accessing application through MCIS supplied device.
- Assist vendor in building a connection to the County's IBM-i partition from non-IBM-i servers (5250, ODBC), and setup of security on IBM-i to restrict access to vendor's specific data/objects associated with their application. MCIS is not responsible for providing data extraction/query assistance.
- Setup of nightly scheduled jobs needed based on instructions from product owner and/or vendor.
- Handle removal of software when no longer needed or used on IBM-i



Handling of Performance / Communication Issues

- Upon identification or notification of an issue, the County users and/or County IT will report and log issues that are occurring with performance and details as requested by MCIS.
- MCIS will use this information to review the IBM-i performance tools to research the issue and provide directions to correct or where to go for additional assistance especially if it is related to non MCIS software performance.
- To resolve the issue MCIS may have to contract with an appropriate consultant (iTech, IBM, for investigation and will seek prior approval from County to move forward. This may be an additional charge to the county.
- If the issue is directly related to MCIS developed application performance, IBM-i hardware and/or Operating System, MCIS will coordinate the resolution. Otherwise, if related to third party(s) application(s), which are considered non-MCIS software and/or non-MCIS developed applications interfacing with MCIS developed databases and/or applications, then responsibility lies with the third party for coordination and resolution.

Security

- MCIS will review security audit reports monthly. MCIS staff will recap issues for the IT Director, if any, and request action as needed.



Level 4 – Remote Support and/or County Specific requests

This section is not applicable to On-site Hosted counties.

Level 2, 3 and 4 support disclaimers

MCIS does not provide the following for non-MCIS Software

- “How to” or “Researching issues” with applications options, features, processes, procedures, or functions of that system. County users are required to work directly with the vendor.
- Securing private confidential/private data within non-MCIS software. Member can request MCIS to assist but requires county user(s) and/or vendor to identify what and how to secure.
- MCIS will perform a security assessment of IBM-i object settings as requested by county and determine recommendations.
- Creating and/or maintaining County developed applications/queries that use MCIS Software and/or non-MCIS Software tables.
- Creating/maintaining data imports/exports from/to non-MCIS applications and/or environments outside the IBM-i.
- Audit requests from County’s internal/external auditors that are beyond standard audit reports.
- Performing functions, a county user should be able to perform on applications.
- MCIS is not responsible for maintaining the code for special applications/process created on the IBM-i by Hosted Entity, unless specified in level 4 services, and/or non-MCIS software personnel such as but not limited to: user constructed queries; SQL calls from external source; Vendor/County constructed tables and/or tables views.

Handling Vendor and/or County constructed views over MCIS Software tables.

- MCIS assumes no responsibility for maintaining/managing custom views/tables when applying releases.
- After the MCIS software release is applied, the Vendor and/or County will review and recreate views as necessary.
- Vendor and/or County can have MCIS run a process to recreate views against MCIS table as an additional service but requires:
 - Application/script to be run directly on IBM-i.
 - Scripts to run provided and detailed instructions.
 - Contact information of the individual to pass on problems/issues that could occur in running of script (i.e name, phone number(s), email address).

Handling of notifications to table changes and/or program/features changes to MCIS Software

- Notification of database table changes, deletions, additions
 - Tables data elements changes/deletions/additions will be done at least 90 days in advance of project release date. Changes consist of length, data type, and/or edits built into the table definition for data elements (fields).
 - Existing tables view/index changes/deletions will be assessed individually to determine what advanced notice is required and approximate timeframe update will occur..
 - Existing table view/index additions will be part of the release notes with no advance notice.
- If changes to tables are mandated by Minnesota and/or Federal Legislative actions that require MCIS software to be changed in short cycle, the 90-day notification is waived.
- Upon notification, the County assumes responsibly to review/change their custom setups such as table views, custom code, queries, custom integration points and so forth, and/or coordinate information with 3rd party vendors.



Service Level Agreements

Standard Service Coverage

Monday through Friday, except holidays, 8:00 AM to 4:30 PM.

Call Management Process

- County users may continue to use their Help Desk to make a service request to MCIS or input a ticket directly to MCIS. The County will input a ticket into the MCIS Help Desk ticketing system to the functional area of "Host" with an appropriate amount of detail inputted into the description of the issue.
- Priority Codes outline severity of the problem and what the user should expect for response as follows:

Severity Level	Description	Response Time to Customer	Time to Resolve	Escalation Threshold
Critical	Business Halted –Critical component down or service are unavailable (all or a majority of users are unable to function, and no work around exists.	Within 1 hour	ASAP – Best Effort	2 hours
High	Business Impacted - Critical component (s) degraded. Large number of users or business critical functions affected, business processes can continue	Within 4 hours	ASAP- Best Effort	8 hours
Low	Limited to no degradation of service (non-critical problem or requirement, limited number of users or functions affected, business process can continue) without issue.).	48 hours	ASAP – Best Effort	96 hours

After Hours Support - Standard

MCIS does not have an after-hour alert system for emergency/critical issues, nor is it required. Performing patches/upgrades to OS or application software on Hosted Entities IBM-i server/partition, MCIS will coordinate installation to occur after normal business hours of County and MCIS. There are instances where the patch/fix is required by the County during the business day and MCIS will coordinate accordingly.

After Hours Support for Special / Emergency Situations

The County may request services after hours but will operate under these conditions:

- Non-emergency request for after-hours support will be scheduled in advance, and MCIS will determine availability and assess if billable.
- Emergency support
 - During Normal business hours contact MCIS Offices (218.326.0381)
 - For afterhours a county can request a calling tree provided under the assumptions
 - MCIS does not guarantee individuals are accessible immediately and message may have to be left on multiple phones.
 - If unable to reach anyone, staff will pick up message as soon as possible.
 - The MCIS individual reached will take it upon themselves to assemble appropriate resources and get back to County as soon as possible.
 - MCIS maintains the right to determine if the situation is billable.

EXHIBIT 2 – DEFINING MCIS SECURITY LEVEL 30/40

Your security level is set as system value (QSECURITY). But just setting this value does not ensure that you meet the standard as defined in the current IBM Power I OS Version Security Guide. What is discussed below are excerpts from the security guide to help define the expectations for a minimum-security level being established for the hosted environment. Before changing a production system, read appropriate material in the IBM Power I security guide for migrating from one level to another, and the MCIS Security Guide.

Security level

MCIS requires that hosted partitions have a security level of 30 or above on your system. The following requirements would meet security level 30 or 40:

- Both the user ID and password are required to sign on.
- Only someone with *SECADM special authority can create user profiles.
- The limit capabilities value specified in the user profile is enforced.
- Users must be given specific authority to use resources on the system, which implies the users must be given specific authority to resources instead of users having all authority.
- Only user profiles created with the *SECOFR user class are given *ALLOBJ special authority automatically (see below “setting of default Special Authority”)
- Use group profiles, and these groups are given *USE authority to specific resources. Specific users are attached to these group profiles.
- Users are provided no special authority as defined below.
- No default sign-on - The IBM-i stops any attempt to sign on without a user ID and password that can be done on lower security levels.

MCIS will coordinate hosted entities implementation to comply, but require the following:

- County MIS will assign a staff member to assist MCIS in coordinating with users to understand access and assist with non-MCIS software.
- Commitment to complete the task within a 60-day period, unless mutually agreed upon to extend timeframes.

Default special authorities associated with security level 30 or 40.

The system security level determines what the default special authorities are for each user class. When you create a user profile, you can select special authorities based on the user class. Special authorities are also added and removed from user profiles when you change security levels.

These special authorities can be specified for a user through proper authorization controls implemented by the county:

*ALLOBJ - All-object special authority gives a user authority to perform all operations on objects.

*AUDIT - Audit special authority allows a user to define the auditing characteristics of the system, objects, and system users.

*IOSYSCFG - System configuration special authority allows a user to configure input and output devices on the system.

*JOBCTL - Job control authority allows a user to control any jobs in subsystems and printing on the system.

*SAVSYS - Save system authority allows a user to save and restore objects.

*SECADM - Security administrator authority allows a user to work with user profiles on the system.

*SERVICE - Service authority allows a user to perform software service functions on the system.

*SPLCTL - Spool control authority allows unrestricted control of output queues on the system.

You can also restrict users with *SECADM and *ALLOBJ authorities from changing this security related system value with the CHGSYSVAL command. You can specify this restriction in the System Service Tools (SST) with the "Work with system security" option.

Table 2 shows a preferred approach to granting special authorities by each user class. The entries indicate that the authority is given at all security levels, limited/controlled to a few, or not at all.

Special authority	Recommended Granting Special Authority based on Types of Work				
	*SECOFR	*SECADM	*PGMR	*SYSOPR	*USER
*ALLOBJ	All				
*SECADM	All	All			
*JOBCTL	All			All	
*SPLCTL	All				
*SAVSYS	All			All	
*SERVICE	All				
*AUDIT	All				
*IOSYSCFG	All				

Hosted counties that have third parties, such as non-employees, vendors, consultants, and so forth, accessing their partition need to establish procedures following these points:

- Assign unique user profile on IBM-i for 3rd parties for auditing/tracking purposes.
- Require 3rd party to connect into the County's network through a secure connection. Then routed to the IBM-i where access is limited to the software functions the County has approved them access for.
- Profile with special authorities, such as *ALLOBJ, *IOSYSCFG, *SECADM, and/or *SERVICE, then independent access should not be allowed. Instead, set up a virtual meeting where County users, County MIS or MCIS can monitor what is occurring. If MCIS is monitoring, a help desk ticket with county authorization is required.
- If a user profile access is infrequent (as defined by county), then disable that user profile by default and enable when requested.

Instances where applications need to interface via an internet connection directly to hosting entities LPAR, and/or from the LPAR via internet connection to another web services/server (i.e. PRISM, E-Crv, printing tax statements from a web site, payroll self-service, and so forth):

- Utilize a secure connection (TLS/SSL) between entity and hosting center, especially when transmitting confidential/private data.
- Limit authorities of user profiles coming into the LPAR, and access to objects.
- For accessing into Hosted Entity's LPAR
 - The hosting center network team will assign a public IP address for the LPAR.
 - Where possible restrict access to incoming IP address, URL, domain name, and/or route to a specific application and only allows that application to run.
 - Use the IBM-i profile assigned to the application, and that profile should not be allowed to sign in interactively.



Minnesota Counties Information Systems

413 SE 7th Avenue, Grand Rapids, MN 55744

Phone 218-326-0381

Exhibit 3 - MCIS Security Committee Charter

Purpose

The MCIS Security Committee's (the "Committee") primary purpose shall be to act on behalf of the MCIS Board in fulfilling the Board's oversight responsibility with respect to the Company's information technology use and protection. This document describes the compositions, functions, and authorities granted to the committee.

Committee Composition

- MCIS Executive Director – serving as chair of committee.
- MCIS Software Development Manager(s)
- IBM-i Network Administrator(s)
- As Needed
 - Contracted desktop, server, networking services provider, currently VC3
 - MCIS Executive Committee and/or MCIS Board designees
- When hosted environment is impacted.
 - Facility provider (Itasca County)
 - Member County IT Staff as defined by member's IT Director
 - Member County's Primary Board designee

Committee Functions

- Data Governance – To provide oversight of policies, procedures, plans, and execution intended to provide security, confidentiality, availability, and integrity of the information.
- Information Technology Systems – To oversee the quality and effectiveness of the company's policies and procedures with respect to its information technology development and support activities as it relates to the MCIS developed applications, accessing MCIS members' environment, including privacy, network security and data security.
- Incident Response – To review and provide oversight on the policies and procedures of the Company in preparation for responding to any material incidents.
- Disaster Recovery – To review periodically the organization's disaster recovery capabilities.
- Compliance Risks and Internal Audits – To oversee the management of risks related to the organization's information technology systems and processes, including privacy, network and data security, and any internal audits of such systems and processes.
- Advisory Role – To review the organization's information technology strategy or programs relating to new technologies, applications, and systems.
- General Authority – To perform such other functions and to have such powers as may be necessary or appropriate in the efficient and lawful discharge of the foregoing.

Committee's Authority

- The Committee shall have full access to all books, records, facilities, and personnel as deemed necessary and/or appropriate by any member of the Committee to discharge responsibilities hereunder.
- To expediate initial investigation the MCIS Executive Committee is pre-approved by the MCIS Board to authorize up to \$25,000 of reserve funds to engage special legal, financial, cybersecurity, publicity consultants, or other advisors or consultants as it deems necessary or appropriate in the performance its duties.



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- For unbudgeted expenses beyond \$25,000
 - The Security Committee will prepare a proposal of need.
 - MCIS Executive Committee will make a recommendation to allocate additional funds, and/or how to expense may be allocated to individual joint power's members.
 - MCIS Board meeting will be assembled expeditiously by MCIS Executive Committee for approval to proceed.

The Security Committee shall have authority to require that any of the personnel, counsel, accountants (including independent outside auditors), or any other consultant or advisor, attend any meeting of the Committee or meet with any member of the Committee or any of its special, outside legal, accounting, or other, advisors or consultants.

The approval of this charter by the Board shall be construed as a delegation of authority to the Committee with respect to the responsibilities set forth herein.

On July 27, 2023 the MCIS approved the MCIS Security Committee Charter

Signed: Amber Peratalo
Amber Peratalo, Chairperson

Attest: Nancy Nilsen
Nancy Nilsen, Secretary

08/10/2023

Signature Certificate



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Nancy Nilsen

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EXHIBIT 4 – NIST Special Publication 800-88 Revision 1

These specifications are maintained by the National Institute of Standards and Technology. The document is currently 64 pages and provides all the information on guidelines for data sanitization. To obtain the current version it is suggested you cut and paste this URL below into your browser window. Otherwise, contact MCIS to obtain a copy and email to you.

URL <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-259

DEPARTMENT: Management Information Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Jennifer Sutherland

AGENDA ITEM:
Donate Equipment

BOARD ACTION REQUESTED:
Approve donation of old technology equipment; approximately 17 laptops, 2 printers and 3 desktops to PCs for People.

BACKGROUND:
We dispose of old equipment with PCs for People.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-244

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Safe Routes to School Agreement with City of Cohasset

BOARD ACTION REQUESTED:
Authorize the required signatures on the Sponsor Agreement with the City of Cohasset for the construction of the 2025 Safe Routes to School Project.

BACKGROUND:
The City of Cohasset was awarded a state Safe Routes to School (SRTS) Grant for a project to construct a sidewalk along NW 3rd Street which will complete a connection for kids as they travel to and from school.
The grant requires Itasca County to be the project sponsor. The project is estimated to be approximately \$350,000. The SRTS grant will cover \$210,687.65 and the City of Cohasset is responsible for all other project costs.

This agreement template has been previously reviewed by the County Attorney's Office.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. Cohasset SRTS Sponsor Agreement

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

AGREEMENT

THIS AGREEMENT is between the City of Cohasset, Minnesota, a municipal corporation of Itasca County, Minnesota, hereinafter referred to as the "City", and Itasca County, a duly organized county within the State of Minnesota, hereafter referred to as the "County".

WHEREAS, the City has applied for and secured state safe routes to school (SRTS) funds through the Minnesota Department of Transportation grant programs for SRTS sidewalk improvements in Cohasset as shown on Figure 1, hereafter referred to as the "Project" and,

WHEREAS, the Construction for the Project is identified as S.A.P. 031-591-005 and is eligible for the expenditure of SRTS funds. The SRTS portion of the funding is \$210,687.65 and a local amount of \$136,508.50 from the City for a total estimated project cost of \$347,196.15. The City of Cohasset agrees to pay any additional amount by which the construction exceeds the estimate, and,

WHEREAS, the State of Minnesota Department of Transportation (MnDOT) requires the County to act as the fiscal agent and contract administrator for the State of Minnesota in administering SRTS funds for the Project, and,

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD, with regard to the Project, the parties hereby agree to the following:

1. The City shall prepare a plan for construction of the Project, hereinafter referred to as the "Plan". The Plan and specification for the Project shall be in accordance with the current edition of the Minnesota Department of Transportation "Standard Specifications for Construction" and Itasca County boiler plate bid documents.
2. If required, the City shall obtain any necessary permits and environmental statements as required by law for completion of the Project, including but not limited to permits and statements required by the Minnesota Pollution Control Agency, U.S. Army Corp of Engineering and the Minnesota Department of Natural Resources. The City shall bear the cost of all permit fees. All pertinent permits shall be obtained prior to advertising for bids for the project.
3. The City shall acquire and pay for the cost for all right-of-way and construction easements required for construction in accordance with the Plan.
4. The County shall assist the City in preparation of bidding documents for the Plan.
5. The County shall award the Contract to the lowest responsible bidder, subject to concurrence by the City.

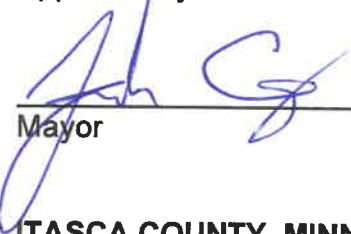
6. The City shall be responsible for all costs not covered by the SRTS funds. The County shall not be responsible for any costs or overages associated with the Project.
7. In the event that the City rejects all bids, the City shall reimburse the County, if requested by the County, for all direct and administration costs incurred by the County to that date.
8. The City shall employ an outside consultant to perform the Construction Engineering for the project, including but not limited to on-site field inspection, staking, materials testing, record keeping, as-builts and project close out. The City shall report any observed deficiencies to the County immediately.
9. The County shall make all payments to the contractor and assist in the processing of the final payment documentation in accordance with current specifications.
10. The County will invoice the City for reimbursement of eligible project costs, based on actual costs, not more than once each thirty (30) days. The City shall reimburse the County within thirty (30) days of the invoice.
11. The County uses RT Vision's One Office project Management software to manage projects. All Project related data shall be provided to the County through the One Office software.
12. The City will own the improvements related to this project and assumes full responsibility for the operation and maintenance of any facility constructed or improved by the Project.
13. The City agrees that it shall indemnify, save, and hold harmless the County and all of its employees and agents from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the City's execution or performance of the work provided for herein. The City further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatever character arising from the County's execution or performance of the work provided for herein, subject to the limitations of Minnesota Statutes Ch. 466.
14. The County agrees that it shall indemnify, save, and hold harmless the City and all of its employees and agents from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the County's execution or performance of the work provided for herein. The County further agrees to defend at its own cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatever character arising from the County's execution or performance of the work provided for herein, subject to the limitations of Minnesota Statutes Ch. 466.

15. Any and all employees of the City, while engaged in the performance of any work or service which the City is specifically required to perform under this Agreement, will be considered employees of the City only and not of the County, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, will be the sole obligation of the City.

16. Any and all employees of the County, while engaged in the performance of any work or service which the County is specifically required to perform under this Agreement, will be considered employees of the County only and not of the City, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, will be the sole obligation of the County.

CITY OF COHASSET, MINNESOTA

Approved by the Cohasset City Council this 27th day of January, 2025.



Mayor



City Clerk

ITASCA COUNTY, MINNESOTA

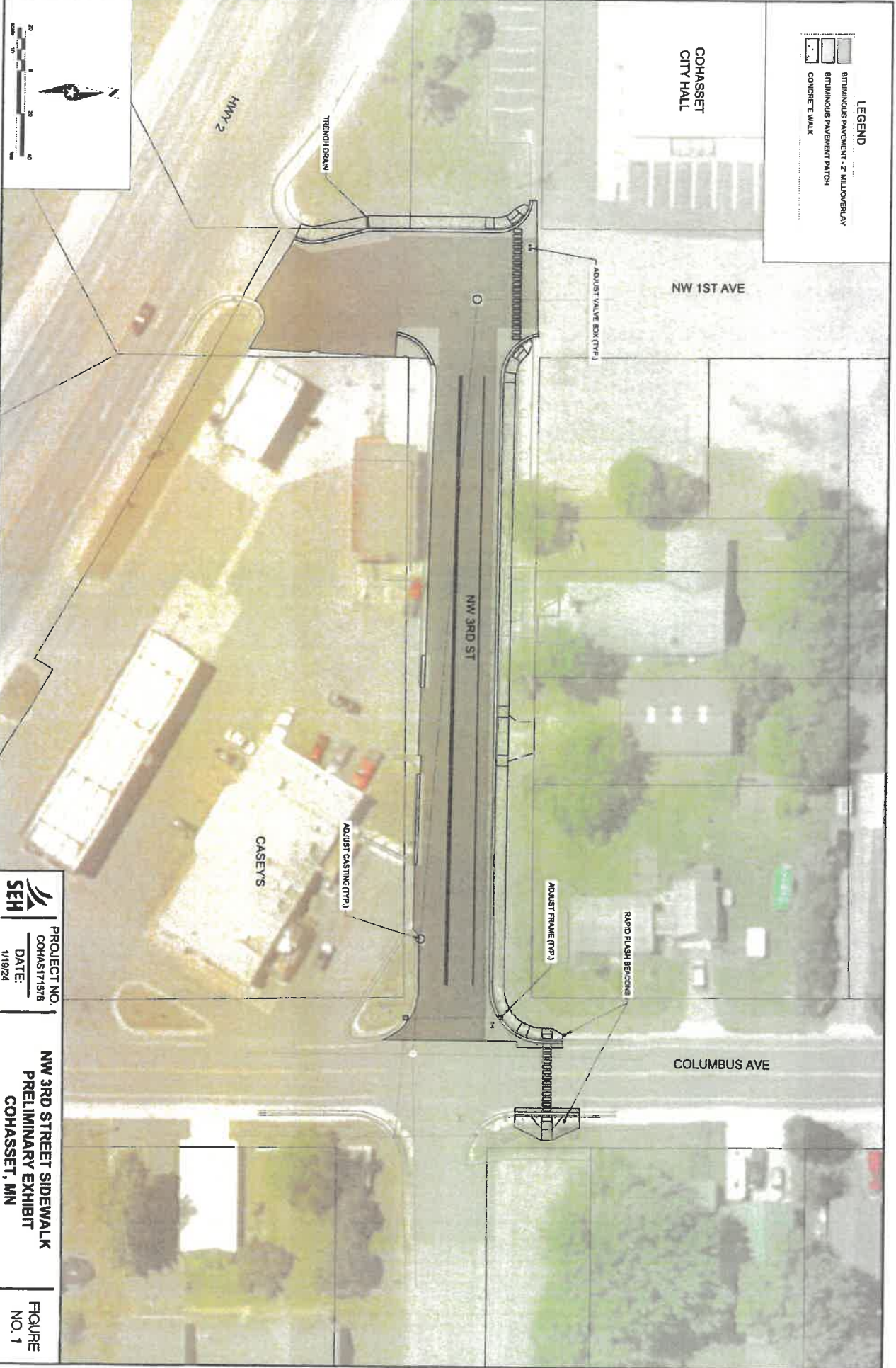
Approved by the Itasca County Board this _____ day of _____, 2025.

By: _____
County Board Chair

Attest: County Administrator

Approved as to form this _____ day of _____, 2025.

By: _____ Itasca County Attorney





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-132

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

2/11/2025

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

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-260

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Chair

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

Hold a Legislative conference Call with Itasca County Delegation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

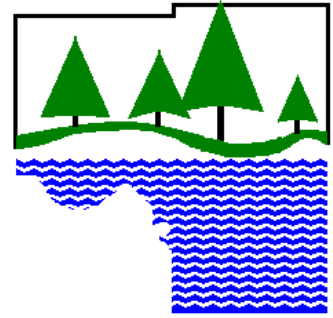
1. 2025 Legislative Priorities FINAL

2/11/2025

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY

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



Itasca County 2025 Legislative Priorities FINAL

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

For Legislative Discussion:

Wolf Management and Economic Impact



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-178

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

Congratulations to Eva Moore, who transferred from Administrative Assistant to Administrative Secretary within the Land Department, effective February 3, 2025.

Congratulations to Amanda Schultz, who transferred from the Deputy Clerk of the County Board to Human Resources Assistant, effective February 3, 2025.

Congratulations to Amber Silliman, who transferred from IMCare RN Quality Improvement to Public Health Nurse within Health and Human Services, effective February 3, 2025.

Farewell to Gwen Rutherford, whose last day as an Accounting Technician with Health and Human Services was January 30, 2025, after 15+ years of service.

Farewell to Janna Wolter, whose last day as a Public Health Nurse with Health and Human Services was February 1, 2025, after 9+ years of service.

Welcome to new employee, Danny Key, Highway Maintenance Worker, with the Transportation Department, which was effective February 3, 2025.

Welcome to new employee, Dora Braford, Medical Support Specialist, with Health and Human Services, which was effective February 3, 2025.

Farewell to Brandon Schmid, whose last day as a Mechanic/Welder with Transportation/Road & Bridge, was February 4, 2025, after 6+ years of service.

Farewell to Christine Blackburn, whose last day as Legal Secretary with the Attorney's office, was February 4, 2025, after 2+ years of service.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

2/11/2025

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

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-253

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Performance Evaluation Summary

BOARD ACTION REQUESTED:

Provide summary of the Performance Evaluation of County Administrator Brett Skyles.

BACKGROUND:

Performance evaluation occurred at the 1/28/2025 and 2/4/2025 County Board Regular Sessions.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

2/11/2025

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

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-261

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

2025 CEDA Contract

BOARD ACTION REQUESTED:

Discussion on 2025 CEDA Contract.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. CEDA POS Agreement 2024 Final FULLY EXECUTED (3)

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

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 23rd day of January, 2024, by and between the County of Itasca, herein called the “County,” and Community and Economic Development Associates (CEDA), a corporation organized and existing under the laws of the State of Minnesota, located at 1500 South Highway 52. PO Box 483, Chatfield MN, herein called the “Vendor.”

B.1 AGREEMENT

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

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from January 23, 2024 to December 31, 2024, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be \$104,003.00 for the current term.

F.1 INCREASE

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

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one (1) payments of \$104,003.00 each, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

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

I.1 BOND

- I.1.1 No bond required for this service contract.

J.1 INSURANCE

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

J.1.3 General Liability Insurance

J.1.3.1

General Aggregate

<u>Limit</u>
\$3,000,000

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

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

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

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

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

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

J.1.6.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of

not less than \$500,000 per claim and \$3,000,000 annual aggregate.(These suggested limits should be reviewed on a cases by case basis)

J.1.8 Indemnification Clause

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

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

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

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

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

K.1 UNAVOIDABLE CIRCUMSTANCES

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

L.1 RIGHT TO TERMINATE

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

M.1 ASSIGNMENT

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

N.1 INDEMNIFICATION

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

O.1 COMPLIANCE WITH LAWS

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

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either

the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

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

R.1 MODIFICATIONS/AMENDMENT

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

S.1 SEVERABILITY

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

T.1 FINAL AGREEMENT

T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

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

Dated this 23rd day of January 2024.

COMMUNITY & ECON DEV ASSOC (CEDA) COUNTY OF ITASCA, MINNESOTA

By: Ron Zeigler
By: [Ron Zeigler \(Jan 25, 2024 08:39 CST\)](#)
Its President/CEO

By: John Johnson
By: [John Johnson \(Jan 25, 2024 10:23 CST\)](#)
Its County Board Chair

By: Brett Skyles
By: [Brett Skyles \(Jan 25, 2024 14:28 CST\)](#)
Its Clerk of the County Board

APPROVED AS TO FORM & EXECUTION

By: Matti Adam
By: [Matti Adam \(Jan 25, 2024 16:59 CST\)](#)
Its Itasca County Attorney

Community and Economic Development Associates (CEDA)

CEDA shall provide the following services:

1. Continued greater Itasca County community outreach to assist with community development and economic enrichment.
2. Continue to facilitate a countywide trails study and collect additional tourism impact data for Itasca County.
3. Continued focus on trails and recreational development with a focus on the Nashwauk trailhead.
4. Provided continued assistance on phase 3 of the Squaw Lake pedestrian and recreation bridge.
5. Work with Arrowhead Regional Development Corporation (ARDC) to obtain a Recreational Hub designation for the city of Coleraine.
6. Present to the County Board on a bi-annual basis activities, status and outcomes of required services.
7. All County funds to be spent on activities to promote activities within Itasca County.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-263

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: John Johnson

AGENDA ITEM:

County Owned Vehicle Security

BOARD ACTION REQUESTED:

Receive County Owned Vehicle Security Presentation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

2/11/2025

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

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-62

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of February 12, 2025, in the amount of \$991,074.97.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-254

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Employee Expense Report Approval

BOARD ACTION REQUESTED:

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

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. C Smith

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-242

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Additional YMCA Rent Concession

BOARD ACTION REQUESTED:

Approve rent concession for an additional 6 months for 1 classroom for the months of March 2025 through August 2025 with total rent concession to not exceed \$6552.00.

BACKGROUND:

The YMCA is requesting an extension of the rent concession of one classroom for another 6 months. They are in conversations regarding additional licensure to add drop-in care, but that is not near completion at this time. After this 6-month extension, they will know if there will be a change in the childcare landscape for the 2025-2026 school year and if opening drop-in care will be a possibility. In context of their total lease, they lease 6,845 square feet at \$14 a square foot for a total of \$95,830. The YMCA has been a good tenant and fit for us, so we do support this request, as obviously, if they close altogether, we stand to lose the entire \$95,830 as well as the childcare slots that the community needs. The YMCA will still be operating 5 out of the 6 classrooms they lease during this time period, providing 64 childcare slots that the Community is using.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-264

DEPARTMENT: Environmental Services

TIME REQUESTED: 15 Minutes

PRESENTER: Katie Benes

AGENDA ITEM:

Public Hearing Re: Adoption of Floodplain Ordinance

BOARD ACTION REQUESTED:

Hold a Public Hearing Re: Adoption of a Floodplain Ordinance pursuant to MN Statute 103F.

Repeal the existing Floodplain Ordinance.

Adopt the Floodplain Ordinance pursuant to MN Stat 103F and Department of Natural Resources approval.

BACKGROUND:

Public notice has been published in the Grand Rapids (Herald Review 1/26/2025; Affidavit of Publication attached) and Scenic Range News Forum (1/30/2025; Affidavit of Publication not yet received).

The County's existing Floodplain Ordinance is dated November 8, 1988. An updated ordinance is required to incorporate the updated Flood Insurance Rate Map panels and accompanying Flood Insurance Study for Itasca County, and to maintain participation in the National Flood Insurance Program.

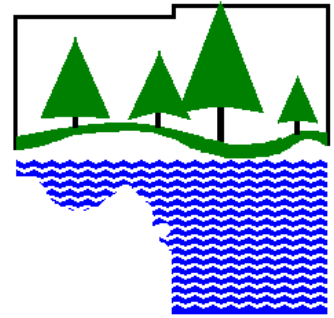
COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca DRAFT Floodplain Ord-2025.01.09
2. Itasca Floodplain Ord Cond Approval-2024.12.12
3. HR 1-26-25 Affidavit of Publication
4. SRNF 1-30-25 Itasca County Floodplain Affidavit

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder

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



Itasca County Floodplain Ordinance

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SECTION 1.0 STATUTORY AUTHORIZATION AND PURPOSE

- 1.1 **Statutory Authorization.** This floodplain ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes, Chapter 103F; Minnesota Rules, parts 6120.5000 – 6120.6200; the rules and regulations of the National Flood Insurance Program (NFIP) in 44 CFR § 59 to 78; and the planning and zoning enabling legislation in Minnesota Statutes, Chapter 394.
- 1.2 **Purpose**
- 1.21 This ordinance regulates development in the flood hazard areas of the Itasca County. These flood hazard areas are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. It is the purpose of this ordinance to promote the public health, safety, and general welfare by minimizing these losses and disruptions.
- 1.22 This ordinance is adopted in the public interest to promote sound land use practices, and floodplains are a land resource to be developed in a manner which will result in minimum loss of life and threat to health, and reduction of private and public economic loss caused by flooding.
- 1.23 This ordinance is adopted to maintain eligibility in the National Flood Insurance Program.
- 1.24 This ordinance is also intended to preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.
- 1.3 **Abrogation and Greater Restrictions.** It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or other private agreements. The standards in this ordinance take precedence over any less restrictive, conflicting local laws, ordinances, or codes. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.
- 1.4 **Warning and Disclaimer of Liability.** This ordinance does not imply that areas outside the floodplain districts or land uses permitted within such districts will be free from flooding or flood damages. Not all flood risk is mapped. Larger floods do occur and the flood height may be increased by man-made or natural causes, such as ice jams or bridge openings restricted by debris. This ordinance does not create liability on the part of the Itasca County or its officers or employees for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.
- 1.5 **Severability.** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

SECTION 2.0 DEFINITIONS

- 2.1 **Definitions.** Unless specifically defined, words or phrases used in this ordinance must be interpreted according to common usage and so as to give this ordinance its most reasonable application.
- 2.111 Accessory Structure. A structure, as defined in this ordinance, that is on the same parcel of property as, and is incidental to, the principal structure or use; an accessory structure specifically excludes structures used for human habitation.
- 2.112 Base Flood. The flood having a one-percent chance of being equaled or exceeded in any given year. “Base flood” is synonymous with the term “regional flood” used in Minnesota Rules, part 6120.5000.
- 2.113 Base Flood Elevation (BFE). The elevation of the base flood, regional flood, or one-percent annual chance flood. The term “base flood elevation” is used in the flood insurance study.
- 2.114 Basement. Any area of a structure, including crawl spaces, having its floor subgrade (below ground level) on all sides, regardless of the depth of excavation below ground level.
- 2.115 Building. See *Structure*.
- 2.116 Channel. A natural or artificial depression of perceptible extent, with definite bed and banks to confine and conduct flowing water either continuously or periodically.

- 2.117 Conditional Use. A land use or development that would not be appropriate generally, but may be allowed with appropriate restrictions upon a finding that certain conditions as detailed in the zoning ordinance exist, the use or development conforms to the comprehensive land use plan of the community, and the use is compatible with the existing neighborhood.
- 2.118 Development. Any man-made change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.
- 2.119 Equal Degree of Encroachment. A method of determining the location of floodway boundaries so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.
- 2.120 FEMA. Federal Emergency Management Agency.
- 2.121 Farm Fence. An open type of fence of posts and horizontally run wire, further specified in Minnesota Statutes, section 344.02, Subd. 1(a-d).
- 2.122 Flood. A temporary rise in the stream flow or water surface elevation from any source that results in the inundation of normally dry land areas.
- 2.123 Flood Fringe. The portion of the one-percent annual chance floodplain located outside of the floodway.
- 2.124 Flood Insurance Rate Map (FIRM). An official map on which the Federal Insurance Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).
- 2.125 Flood Insurance Study (FIS). The study referenced in Section 3.2, which is an examination, evaluation and determination of flood hazards, and if appropriate, corresponding surface elevations, or an examination, evaluation, and determination of mudslide (i.e. mudflow) and/or flood-related erosion hazards.
- 2.126 Floodplain. The beds, channel and the areas adjoining a wetland, lake or watercourse, or other source which have been or hereafter may be inundated by the base flood.
- 2.127 Floodproofing. A combination of structural and non-structural additions, changes, or adjustments to properties and structures subject to flooding, primarily for the reduction or elimination of flood damages.
- 2.128 Floodway. The bed of a wetland or lake and the channel of a watercourse and those portions of the adjoining floodplain which must be reserved to carry or store the base flood discharge without cumulatively increasing the water surface elevation more than one-half foot.
- 2.130 Lowest Floor. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 CFR § 60.3.
- 2.131 Manufactured Home. A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include the term "recreational vehicle."
- 2.132 New Construction. Structures for which the start of construction commenced on or after the effective date of an adopted floodplain management regulation, and includes any subsequent improvements to such structures.
- 2.133 Principal Structure. The main building or other structure on a lot that is utilized for the property's principal use.
- 2.134 Reach. A hydraulic engineering term to describe a longitudinal segment of a stream or river influenced by a natural or man-made obstruction. In an urban area, the segment of a stream or river between two consecutive bridge crossings would most typically constitute a reach.
- 2.135 Recreational Vehicle. A vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. Those vehicles not meeting this definition shall be considered a structure for

the purposes of this ordinance. For the purposes of this ordinance, the term recreational vehicle is synonymous with the term “travel trailer/travel vehicle.”

- 2.136 Regulatory Flood Protection Elevation (RFPE). An elevation that is one foot above the elevation of the base flood plus any increases in the water surface elevation caused by encroachments on the floodplain that result from designation of a floodway. These increases in water surface elevations are typically identified in the Floodway Data Tables, found in the Flood Insurance Study.
- 2.137 Special flood hazard area (SFHA). An area having special flood, mudslide (i.e., mudflow), or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, A99, AH, VO, V1-30, VE, V, M, or E.
- 2.138 Stage Increase. Any increase in the water surface elevation during the one-percent annual chance flood caused by encroachments on the floodplain.
- 2.139 Start of Construction. Includes substantial improvement, and means the date the permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- 2.140 Structure. A roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. Recreational vehicles not considered travel ready, as detailed in Section 10.22, shall also be considered a structure for the purposes of this ordinance.
- 2.141 Subdivision. Land that has been divided for the purpose of sale, rent, or lease, including planned unit developments.
- 2.142 Substantial Damage. Damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- 2.143 Substantial Improvement. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred “substantial damage,” regardless of the actual repair work performed. The term does not, however, include either:
- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
 - B. Any alteration of a “historic structure,” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.” For the purpose of this ordinance, “historic structure” is defined in 44 CFR § 59.1.
- 2.144 Violation. “Violation” means the failure of a structure or other development to be fully compliant with the community’s flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation of until such time as that documentation is provided.
- 2.145 Variance. “Variance” means the same as that defined in 44 CFR § 59.1 and Minnesota Statutes, Section 394.27, Subd. 7).

2.146 Watercourse. A channel in which a flow of water occurs either continuously or intermittently in a definitive direction. The term applies to either natural or artificially constructed channels.

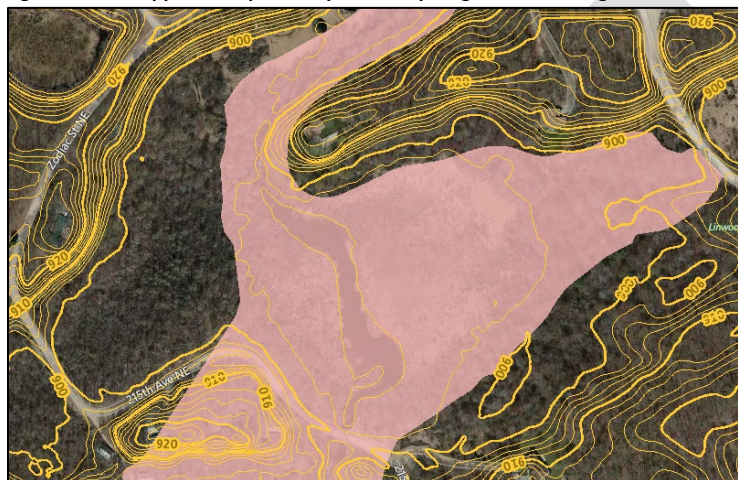
SECTION 3.0 JURISDICTION AND DISTRICTS

3.1 **Lands to Which Ordinance Applies.** This ordinance applies to all lands within the jurisdiction of the Itasca County within the boundaries of the Floodway, Flood Fringe and General Floodplain Districts.

3.11 The Floodway, Flood Fringe or General Floodplain Districts are overlay districts. The standards imposed in the overlay districts are in addition to any other requirements. In case of a conflict, the more restrictive standards will apply.

3.12 In addition to these regulations applying to all areas within the mapped areas referenced in section 3.2, they also apply to some areas beyond the mapped areas. Where a conflict exists between the floodplain limits illustrated on the official floodplain maps and actual field conditions (as illustrated in Figure 1), the Base Flood Elevation (BFE) shall be the governing factor in locating the outer boundaries of the one-percent annual chance floodplain.

Figure 1: The mapped floodplain may not always align with on-the-ground contour elevations.



3.13 Persons contesting the location of the district boundaries will be given a reasonable opportunity to present their case to the Planning Commission/Board of Adjustment and to submit technical evidence.

3.2 **Incorporation of Maps by Reference.** The following maps together with all attached material are hereby adopted by reference and declared to be a part of the official zoning map and this ordinance. The attached material includes the Flood Insurance Study for Itasca County, Minnesota, and Incorporated Areas, dated March 11, 2025, and the following Flood Insurance Rate Map panels 27061C0025C, 27061C0050C, 27061C0075C, 27061C0100C, 27061C0125C, 27061C0150C, 27061C0175C, 27061C0200C, 27061C0225C, 27061C0250C, 27061C0275C, 27061C0300C, 27061C0325C, 27061C0345C, 27061C0350C, 27061C0375C, 27061C0400C, 27061C0425C, 27061C0450C, 27061C0475C, 27061C0500C, 27061C0525C, 27061C0550C, 27061C0575C, 27061C0600C, 27061C0625C, 27061C0635C, 27061C0650C, 27061C0675C, 27061C0700C, 27061C0725C, 27061C0750C, 27061C0775C, 27061C0800C, 27061C0825C, 27061C0900C, 27061C0925C, 27061C0950C, 27061C0975C, 27061C1000C, 27061C1025C, 27061C1050C, 27061C1075C, 27061C1125C, 27061C1250C, 27061C1275C, 27061C1300C, 27061C1325C, 27061C1350C, 27061C1375C, 27061C1450C, 27061C1470C, 27061C1475C, 27061C1490C, 27061C1495C, 27061C1500C, 27061C1525C, 27061C1550C, 27061C1575C, 27061C1600C, 27061C1625C, 27061C1635C, 27061C1650C, 27061C1655C, 27061C1675C, 27061C1680C, 27061C1700C, 27061C1720C, 27061C1725C, 27061C1750C, 27061C1775C, 27061C1800C, 27061C1825C, 27061C1850C, 27061C1875C, 27061C1900C, 27061C1925C, 27061C1950C, dated March 11, 2025, all prepared by the Federal Emergency Management Agency. These materials are on file in the Environmental Services Department, located in the Itasca County Courthouse.

3.3 Districts

3.31 **Floodway District.** Those areas within Zone AE delineated within floodway areas as shown on the Flood Insurance Rate Maps referenced in Section 3.2, and those areas within Zone A determined to be located in the floodway based on the delineation methods in Section 7.4.

- 3.32 Flood Fringe District. Those areas within Zone AE located outside of the delineated floodway, as shown on the Flood Insurance Rate Maps referenced in Section 3.2, and those areas within Zone A determined to be located in the flood fringe based on the delineation methods in Section 7.4.
- 3.33 General Floodplain District. Those areas within Zone A and AE areas that do not have a floodway delineated as shown on the Flood Insurance Rate Maps referenced in Section 3.2.
- 3.4 **Annexations.** The Flood Insurance Rate Map panels referenced in Section 3.2 may include floodplain areas that lie outside of the corporate boundaries of the Itasca County at the time of adoption of this ordinance. If any of these floodplain land areas are annexed into the Itasca County after the date of adoption of this ordinance, the newly annexed floodplain lands will be subject to the provisions of this ordinance immediately upon the date of annexation. Annexations into panels not referenced in Section 3.2 require ordinance amendment in accordance with Section 14.0.
- 3.5 **Municipal Boundary Adjustments & Townships.** The Flood Insurance Rate Map panels referenced in Section 3.2 apply countywide. If at any point any lands come under the jurisdiction of another local government, the following shall apply:
- 3.51 City adjustments of corporate boundaries, including but not limited to annexations and detachments, shall shift floodplain administrative authority of all affected lands immediately upon the date of the boundary adjustment occurring. Cities retain jurisdiction for all incorporated lands, and the County retains jurisdiction under this ordinance on all unincorporated lands, except as provided under Section 3.52 below or through some form of administrative agreement.
- 3.52 Townships wishing to adopt official controls under Minnesota Statutes, Section 394.33 may only obtain zoning authority for floodplain controls when they have adopted an ordinance that is approved by the Department of Natural Resources and has formally enrolled in the NFIP. Until this occurs, the county shall retain jurisdiction under this ordinance on all unincorporated lands. In the event that a township returns zoning authority, the county shall resume that authority.

SECTION 4.0 REQUIREMENTS FOR ALL FLOODPLAIN DISTRICTS

- 4.1 **Permit Required.** A permit must be obtained from the Zoning Administrator to verify compliance with all applicable standards outlined in this ordinance prior to the following uses or activities:
- 4.11 The erection, addition, modification, rehabilitation, repair, or alteration of any building, structure, or portion thereof. Normal maintenance requires a permit to determine if such work, either separately or in conjunction with other planned work, constitutes a substantial improvement, as specified in Section 12.13.
- 4.12 The construction of a fence, pool, deck, or placement of anything that may cause a potential obstruction.
- 4.13 The change or expansion of a nonconforming use.
- 4.14 The repair of a structure that has been damaged by flood, fire, tornado, or any other source.
- 4.15 The placement of fill, excavation, utilities, on-site sewage treatment systems, or other service facilities.
- 4.16 The storage of materials or equipment, in conformance with Section 4.22.
- 4.17 Relocation or alteration of a watercourse (including stabilization projects or the construction of new or replacement dams, culverts and bridges). A local permit is not required if a public waters work permit has been obtained from the Department of Natural Resources, unless a significant area above the ordinary high water level is also to be disturbed.
- 4.18 Any other type of "development," as defined in Section 2.0 of this ordinance.
- 4.2 **Minimum Development Standards**
- 4.21 All development must:
- A. Be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - B. Be constructed with materials and equipment resistant to flood damage;
 - C. Be constructed by methods and practices that minimize flood damage;

- D. Be constructed with heating, ventilation, duct work, and air conditioning equipment and other service facilities elevated at least up to the Regulatory Flood Protection Elevation (RFPE). Water, sewage, electrical, and other utility lines below the RFPE shall be constructed so as to prevent water from entering or accumulating within them during conditions of flooding;
 - E. Be reasonably safe from flooding and consistent with the need to minimize flood damage;
 - F. Be assured to provide adequate drainage to reduce exposure to flood hazards;
 - G. Not be detrimental to uses in adjoining areas; and
 - H. Not adversely affect the efficiency or restrict the flood carrying capacity of the channel and adjoining floodplain of any tributary watercourse or drainage system.
 - I. Ensure that any fill or other materials are protected from erosion, discharge, and sediment entering surface waters by the use of vegetative cover or other methods as soon as possible.
- 4.22 Materials that, in time of flooding, are buoyant, flammable, explosive, or could be injurious to human, animal, or plant life shall be stored at or above the Regulatory Flood Protection Elevation (RFPE), floodproofed, or protected by other measures as approved by the Zoning Administrator. Storage of materials likely to cause pollution of the waters, such as sewage; sand; rock; wrecked and discarded equipment; dredged spoil; municipal, agricultural or industrial waste; and other wastes as further defined in Minnesota Statutes, Section 115.01, are prohibited unless adequate safeguards approved by the Minnesota Pollution Control Agency are provided. For projects not requiring approvals by the Minnesota Pollution Control Agency, adequate safeguards must be approved by the Zoning Administrator prior to issuance of a permit.

Table 1. Summary of Permitting Requirements for Structures

Structure Type	Floodway	Flood Fringe	Standards*
Accessory Structures – on fill	Only specific uses and types allowed – with CUP	Allowed with Permit	6.23.D(2)
Accessory Structures – Alt. Elevation Methods	Only specific uses and types allowed – with CUP	Allowed with Permit	6.23.D(3)
Accessory Structures – Wet Floodproofing	Only specific uses and types allowed – with CUP	Allowed with Permit	6.23.D(1)
Accessory Structures – Dry (watertight) Floodproofing	Only specific uses and types allowed – with CUP	Allowed with Permit	6.23.D(4)
Residential – on fill	Not allowed	Allowed with Permit	6.21.A
Residential – Alt. Elevation Methods	Not allowed	Allowed with CUP	6.41
Residential – Dry (watertight) Floodproofing and/or Basement Construction below RFPE	Not allowed	Not allowed	N/A
Non-Residential – on fill	Not allowed	Allowed with Permit	6.22.A
Non-Residential – Alt. Elevation Methods	Not allowed	Allowed with Permit	6.22.B
Non-Residential – Dry (watertight) Floodproofing and/or Basement Construction below RFPE	Not allowed	Allowed with Permit	6.22.C

**Note - many of these standards are cross-referenced*

SECTION 5.0 FLOODWAY DISTRICT

- 5.1 **Permitted Uses in Floodway.** Development allowed in the floodway district is limited to that which has low flood damage potential and will not obstruct flood flows, increase velocities, or increase the water surface elevations of the one-percent annual chance flood. The following uses and activities may be allowed with a permit, subject to the standards in Section 5.2:
- 5.11 Agricultural uses, recreational uses, parking lots, loading areas, airport landing strips, water control structures, navigational facilities, as well as public open space uses.

- 5.12 Roads, driveways, railroads, trails, bridges, and culverts.
- 5.13 Public utility facilities and water-oriented industries which must be in or adjacent to watercourses.
- 5.14 Grading, filling, land alterations, and shoreline stabilization projects.
- 5.15 No structures, as defined in Section 2.0, are allowed in the Floodway District, except structures accessory to **Commercial extractive uses, and storage and stockpiling yards and structures accessory to** the uses detailed in Sections 5.11.

5.2 Standards for Permitted Uses in Floodway. In addition to the applicable standards detailed in Section 4.0:

- 5.21 The applicant must demonstrate that the development will not result in any of the following during the one-percent annual chance flood: cause a stage increase of 0.00 feet or greater, obstruct flood flows, or increase velocities. This shall be demonstrated through hydrologic and hydraulic analysis performed by a professional engineer, or using other standard engineering practices (e.g. projects that restore the site to the previous cross-sectional area). This is commonly documented through a “no-rise certification.”
- 5.22 Any development that would result in a stage increase greater than 0.00 feet may only be allowed with a permit if the applicant has applied for and received approval for a Conditional Letter of Map Revision (CLOMR) in accordance with 44 CFR § 65.12. Map revisions must follow the procedures in Sections 11.15 and 14.0.
- 5.23 Any development resulting in decreases to the water surface elevation of the base flood identified in the Flood Insurance Study requires a Letter of Map Revision (LOMR) following the procedures in Sections 11.15 and 14.0.
- 5.24 Any development in the beds of public waters that will change the course, current or cross section is required to obtain a public waters work permit in accordance with Minnesota Statutes, section 103G.245 or a utility crossing license in accordance with Minnesota Statutes, section 84.415, from the Department of Natural Resources, or demonstrate that no permit is required, before applying for a local permit.
- 5.25 Fill and other land alteration activities must offer minimal obstruction to the flow of flood waters.

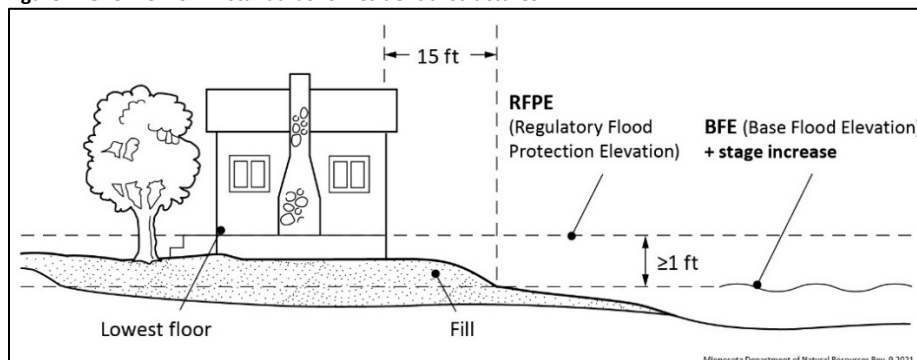
SECTION 6.0 FLOOD FRINGE DISTRICT

- 6.1 **Permitted Uses in Flood Fringe.** Any uses or activities allowed in any applicable underlying zoning districts may be allowed with a permit, subject to the standards set forth in Sections 6.2.

6.2 Standards for Permitted Uses in Flood Fringe. In addition to the applicable standards detailed in Section 4.0:

- 6.21 Residential Structures.
 - A. Elevation on Fill. Structures erected, constructed, reconstructed, altered, or moved on fill within the Flood Fringe District shall be placed so that the lowest floor, as defined in Section 2.0 of this ordinance, is elevated at or above the Regulatory Flood Protection Elevation (RFPE). The finished fill elevation shall be at or above the elevation associated with the base flood plus any stage increases that result from designation of a floodway. Fill must extend at the same elevation at least 15 feet beyond the outside limits of the structure. Elevations must be certified by a registered professional engineer, land surveyor or other qualified person designated by the Zoning Administrator. Elevation methods alternative to these fill standards are subject to a Conditional Use Permit, as provided in Section 6.31 of this ordinance (Figure 2).

Figure 2: Overview of fill standards for residential structures.



6.22 Nonresidential Principal Structures. Nonresidential principal structures must meet one of the following construction methods:

- A. Elevation on Fill. Structures may be elevated on fill, meeting the standards in Section 6.21.A of this ordinance. Fill for nonresidential structures is not required to be extended 15 feet beyond the outside limits of the structure.
- B. Alternative Elevation Methods. Structures may be elevated using methods alternative to the fill standards in Section 6.21.A of this ordinance. Such methods include the use of blocks, pilings (Figure 3), filled stem walls (Figure 4), or internally-flooded enclosed areas (Figure 5) such as crawl spaces, attached garages, or tuck under garages.

Figure 3: Blocks or pilings.

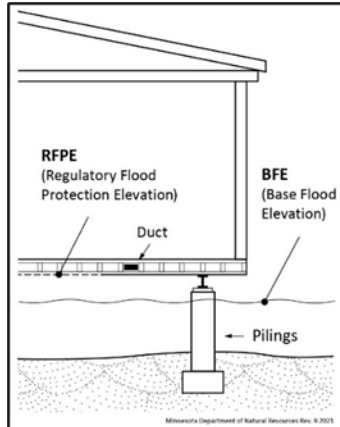


Figure 4: Filled stem walls.

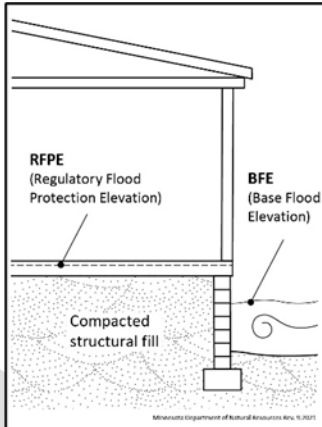
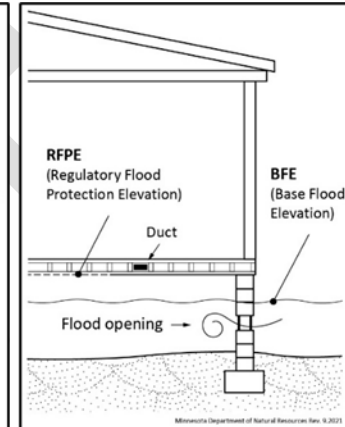


Figure 5: Internally flooded enclosed area.



Designs accommodating for internally-flooded enclosed areas must be certified by a registered professional engineer or architect, or meet or exceed the standards detailed in *FEMA Technical Bulletin 1*, as amended, as well as the following standards:

- (1) The lowest floor, as defined in Section 2.0 of this ordinance, shall be elevated at or above the Regulatory Flood Protection Elevation (RFPE).
- (2) The floor of the enclosed area must be at or above the exterior grade on at least one side of the structure.
- (3) To allow for the equalization of hydrostatic pressure, there shall be a minimum of two openings below the base flood elevation on at least two sides of the structure. The bottom of all openings shall be no higher than one foot above grade. The openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding, have a net area of not less than one square inch for every square foot of enclosed area subject to flooding, and shall allow automatic entry and exit of floodwaters without human intervention.
- (4) Internally flooded enclosed areas shall only be used for the parking of vehicles, building access, or storage. Bathrooms and toilet rooms shall not be allowed.

C. Dry Floodproofing. Structures having watertight enclosed basements or spaces below the Regulatory Flood Protection Elevation (RFPE) must meet the following standards:

- (1) Walls must be substantially impermeable to the passage of water, with structural components having the capacity of resisting hydrostatic and hydrodynamic loads and effects of buoyancy, at least up to the Regulatory Flood Protection Elevation (RFPE);
- (2) Must meet the standards of FEMA Technical Bulletin 3, as amended; and
- (3) A registered professional engineer or architect shall be required to certify that the design and methods of construction meet the standards detailed in this Section.

6.23 Accessory Structures. All accessory structures must meet the following standards:

- A. Structures shall not be designed or used for human habitation.

- B. Structures will have a low flood damage potential.
- C. Structures with fewer than two rigid walls, such as carports, gazebos, and picnic pavilions, may be located at an elevation below the Regulatory Flood Protection Elevation.
- D. Structures with two or more rigid walls, must meet one of the following construction methods:
 - (1) Wet Floodproofing. Structures may be floodproofed in a way to accommodate internal flooding. Such structures shall constitute a minimal investment not to exceed 576 square feet in size, one-story in height, and shall only be used for parking and storage. To allow for the equalization of hydrostatic pressure, there shall be a minimum of two openings on at least two sides of the structure and the bottom of all openings shall be no higher than one foot above grade. The openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding, and shall allow automatic entry and exit of floodwaters without human intervention.
 - (2) Elevation on Fill. Structures may be elevated on fill, meeting the standards in Section 6.21.A of this ordinance. Fill is not required to be extended 15 feet beyond the outside limits of the structure.
 - (3) Alternative Elevation Methods. Structures may have their lowest floor elevated above the Regulatory Flood Protection Elevation (RFPE) through methods alternative to the fill standards in Section 6.23.D(2), and must meet the standards in Section 6.22.B of this ordinance.
 - (4) Dry Floodproofing. Structures may be dry-floodproofed, or watertight, meeting the standards in Section 6.22.C of this ordinance.

6.24 Any facilities used by employees or the general public must be designed with a flood warning system acceptable to the Itasca County that provides adequate time for evacuation, or be designed to ensure that within the area inundated during the base flood event, the depth (in feet) multiplied by the velocity (in feet per second) is less than four.

6.25 Manufactured homes and recreational vehicles must meet the standards of Section 10 of this ordinance.

6.3 **Conditional Uses in Flood Fringe.** The following uses and activities may be permitted as conditional uses, subject to the standards in Sections 6.4:

6.31 Alternative Elevation Methods – Residential Structures. Residential structures with their lowest floor elevated above the Regulatory Flood Protection Elevation (RFPE) using methods alternative to the fill requirements in Section 6.21.

6.4 **Standards for Conditional Uses in Flood Fringe.** In addition to the applicable standards detailed in Sections 4.0, 6.2 and 11.2:

6.41 All residential structures with lowest floors elevated through alternative elevation methods must meet the standards in Section 6.22.B of this ordinance.

SECTION 7.0 GENERAL FLOODPLAIN DISTRICT

7.1 Permitted Uses in General Floodplain District

7.11 Until the floodway is delineated, allowable uses will be restricted to those listed in the Floodway District, Section 5.0

7.12 All other uses are subject to a floodway/flood fringe determination as provided in Section 7.4, in addition to the standards provided in Sections 7.2 and 7.3. Permitted uses shall be determined as follows:

A. If the development is determined to be in the Floodway District, Section 5.0 applies.

B. If the development is determined to be in the Flood Fringe District, Section 6.0 applies.

7.2 Determining Flood Elevations

7.21 All development requires a determination of the Base Flood Elevation (BFE). Exceptions to this requirement include projects that restore the site to the previous cross-sectional area, such as shore stabilization or culvert

replacement projects. Base Flood Elevations (BFE) may be found using best available data from any Federal, State, or other source (including MNDNR's Lake & Flood Elevations Online (LFEO) Viewer).

7.3 Encroachment Analysis

- 7.31 Encroachments due to development may not allow stage increases more than one-half (0.5) foot at any point, unless through a map revision following the procedures in Sections 11.15 and 14.0. This evaluation must include the cumulative effects of previous encroachments, and must be documented with hydrologic and hydraulic analysis performed by a professional engineer, or using other standard engineering practices. A lesser water surface elevation increase than one-half (0.5) foot is required if, due to the water surface level increase, increased flood damages would potentially result.
- 7.32 Alterations or changes that result in stage decreases are allowed and encouraged.

7.4 Standards for the Analysis of Floodway Boundaries

- 7.41 Requirements for Detailed Studies. Any development, as requested by the Zoning Administrator, shall be subject to a detailed study to determine the limits of the Floodway District. This determination must be consistent with the minimum standards for hydrologic and hydraulic mapping standards and techniques, as detailed in Minnesota Rules, part 6120.5600, Subp. 4 and *FEMA Guidelines and Standards for Flood Risk Analysis and Mapping*, as revised. Additionally:
 - A. A regulatory floodway necessary to carry the discharge of the one-percent annual chance flood must be selected without increasing the water surface elevation more than one-half (0.5) foot at any point. This determination should include the cumulative effects of previous encroachments. A lesser water surface elevation increase than one-half (0.5) foot is required if, due to the water surface level increase, increased flood damages would potentially result; and
 - B. An equal degree of encroachment on both sides of the stream within the reach must be assumed in computing floodway boundaries, unless topography, existing development patterns, and comprehensive land use plans justify a modified approach, as approved by the Department of Natural Resources.
- 7.42 Other Acceptable Methods. For areas where a detailed study is not available or required:
 - A. Development prohibited in floodways (e.g. most buildings) requires a floodway/flood fringe determination to verify the development is within the flood fringe. This determination must be done by a professional engineer or utilize other accepted engineering practices. The Department of Natural Resources may also provide technical assistance and must approve any alternative methods used to determine floodway boundaries.

SECTION 8.0 SUBDIVISION STANDARDS

- 8.1 **Subdivisions.** All subdivided land must meet the following requirements. Manufactured home parks and recreational vehicle parks or campgrounds are considered subdivisions under this ordinance.
 - 8.11 All lots within floodplain districts must be suitable for a building site outside of the Floodway District.
 - 8.12 Subdivision of lands within the floodplain districts may not be approved if the cost of providing governmental services would impose an unreasonable economic burden on the Itasca County.
 - 8.13 All subdivisions must have vehicular access both to the subdivision and to the individual building sites no lower than two feet below the Regulatory Flood Protection Elevation (RFPE), unless a flood warning/emergency evacuation plan has been approved by the Itasca County.
 - 8.14 The Floodway and Flood Fringe District boundaries, the Regulatory Flood Protection Elevation (RFPE) and the required elevation of all access roads must be clearly identified on all required subdivision drawings and platting documents.

SECTION 9.0 PUBLIC AND PRIVATE UTILITIES, SERVICE FACILITIES, ROADS, BRIDGES, AND RAILROADS

- 9.1 **Public Transportation Facilities.** Railroad tracks, roads, and bridges must be elevated to the Regulatory Flood Protection Elevation (RFPE) where such facilities are essential to the orderly functioning of the area, or where failure or interruption would result in danger to public health or safety. Minor or auxiliary roads or railroads may be constructed

at a lower elevation where failure or interruption of transportation services would not endanger the public health or safety. All public transportation facilities should be designed to minimize increases in flood elevations.

- 9.2 **Public Utilities.** All utilities such as gas, electrical, sewer, and water supply systems to be located in the floodplain must be elevated and/or floodproofed to the Regulatory Flood Protection Elevation (RFPE), be located and constructed to minimize or eliminate flood damage, and be designed to eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters. All public utilities should be designed to minimize increases in flood elevations. New solid waste management facilities, as defined in Minnesota Rules, part 7035.0300, are prohibited in the one-percent annual chance floodplain. Water supply systems are subject to the provisions in Minnesota Rules, part 4725.4350.
- 9.3 **Private On-Site Water Supply, Individual Sewage Treatment Systems, and other Service Facilities.** Private facilities shall be subject to applicable provisions detailed in Section 9.2. In addition, new or replacement on-site sewage treatment systems are to be located to avoid impairment to them or contamination from them during times of flooding, shall not be located in a designated floodway, and are subject to the provisions in Minnesota Rules, parts 7080.2270.

SECTION 10.0 MANUFACTURED HOMES AND RECREATIONAL VEHICLES

- 10.1 **Manufactured Homes.** Manufactured homes and manufactured home parks are subject to applicable standards for each floodplain district. In addition:
- 10.11 New and replacement manufactured homes must be placed and elevated in compliance with Section 6.0 of this ordinance and must be securely anchored to a system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
- 10.12 New manufactured home parks and expansions to existing manufactured home parks must meet the appropriate standards for subdivisions in Section 8.0 of this ordinance.
- 10.2 **Recreational Vehicles.** New recreational vehicle parks or campgrounds and expansions to existing recreational vehicle parks or campgrounds are prohibited in any floodplain district. Recreational vehicles placed in existing recreational vehicle parks, campgrounds or lots of record in the floodplain must either:
- 10.21 Meet the requirements for manufactured homes in Section 10.1, or
- 10.22 Be travel ready, meeting the following criteria:
- A. The vehicle must be fully licensed.
 - B. The vehicle must be ready for highway use, meaning on wheels or the internal jacking system, attached to the site only by quick disconnect type utilities.
 - C. No permanent structural type additions may be attached to the vehicle.
 - D. Accessory structures may be permitted in the Flood Fringe District, provided they do not hinder the removal of the vehicle should flooding occur, and meet the standards outlined in Sections 4.0 and 6.23.

SECTION 11.0 ADMINISTRATION

- 11.1 **Duties.** A Zoning Administrator or other official must administer and enforce this ordinance.
- 11.11 **Permit Application Requirements.** Permit applications must be submitted to the Zoning Administrator. The permit application must include the following, as applicable:
- A. A site plan showing all existing or proposed buildings, structures, service facilities, potential obstructions, and pertinent design features having an influence on the permit.
 - B. Location and detail of grading, fill, or storage of materials.
 - C. Copies of any required local, state or federal permits or approvals.
 - D. Other relevant information requested by the Zoning Administrator as necessary to properly evaluate the permit application.
- 11.12 **Recordkeeping.** The Zoning Administrator must maintain applicable records in perpetuity documenting:

- A. All certifications for dry floodproofing and alternative elevation methods, where applicable.
 - B. Analysis of no-rise in the Floodway District, as detailed in Section 5.21, and encroachment analysis ensuring no more than one-half foot of rise in the General Floodplain District, as detailed in Sections 7.22 and 7.31.
 - C. Final elevations, as applicable, detailing the elevation to which structures and improvements to structures are constructed or floodproofed. Elevations shall be determined by an engineer, architect, surveyor or other qualified individual, as approved by the Zoning Administrator.
 - D. Substantial damage and substantial improvement determinations, as detailed in Section 12.13, including the cost of improvements, repairs, and market value.
 - E. All variance actions, including justification for their issuance, and must report such variances as requested by the Federal Emergency Management Agency.
- 11.13 Certificate of Zoning Compliance for a New, Altered, or Nonconforming Use. No building, land or structure may be occupied or used in any manner until a certificate of zoning compliance has been issued by the Zoning Administrator stating that the finished fill and building floor elevations or other flood protection measures are in compliance with the requirements of this ordinance.
- 11.14 Notifications for Watercourse Alterations. Before authorizing any alteration or relocation of a river or stream, the Zoning Administrator must notify adjacent communities. If the applicant has applied for a permit to work in public waters in accordance with Minnesota Statutes, Section 103G.245, this will suffice as adequate notice. A copy of the notification must also be submitted to FEMA.
- 11.15 Notification to FEMA When Physical Changes Increase or Decrease Base Flood Elevations. Where physical changes affecting flooding conditions may increase or decrease the water surface elevation of the base flood, Itasca County must notify FEMA of the changes in order to obtain a Letter of Map Revision (LOMR), by submitting a copy of the relevant technical or scientific data as soon as practicable, but no later than six months after the date such supporting information becomes available. Within the General Floodplain District, a map revision is only required if development results in stage increases greater than 0.5 feet.

11.2 Conditional Uses and Variances

- 11.21 Process.
- A. An application for a conditional use permit will be processed and reviewed in accordance with the provisions of this ordinance.
 - B. An application for a variance to the provisions of this ordinance will be processed and reviewed in accordance with Minnesota Statutes, Section 394.27, Subd. 7 and this ordinance.
- 11.22 Additional Variance Criteria. The following additional variance criteria must be satisfied:
- A. Variances must not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
 - B. Variances from the provisions of this ordinance may only be issued by a community upon:
 - (1) A showing of good and sufficient cause;
 - (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - C. Variances from the provisions in this ordinance may only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - D. Variances must be consistent with the general purpose of these standards and the intent of applicable provisions in state and federal law.

- E. Variances may be used to modify permissible methods of flood protection, but no variance shall permit a lesser degree of flood protection than the Regulatory Flood Protection Elevation (RFPE).
- F. The Zoning Administrator must notify the applicant for a variance in writing that:
 - (1) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and
 - (2) Such construction below the base flood level increases risks to life and property. Notification must be maintained with a record of all variance actions.

11.23 Considerations for Approval. The Itasca County must consider all relevant factors specified in other sections of this ordinance in granting variances and conditional use permits.

11.24 Conditions of Approval. The Itasca County may attach such conditions to the granting of variances and conditional use permits as it deems necessary to fulfill the purposes of this ordinance.

11.3 Notifications to the Department of Natural Resources

- 11.31 All notices of public hearings to consider variances or conditional uses under this ordinance must be sent via electronic mail to the Department of Natural Resources respective area hydrologist at least ten (10) days before the hearings. Notices of hearings to consider subdivisions/plats must include copies of the subdivision/plat.
- 11.32 A copy of all decisions granting variances and conditional uses under this ordinance must be sent via electronic mail to the Department of Natural Resources respective area hydrologist within ten (10) days of final action.

SECTION 12.0 NONCONFORMITIES

12.1 **Continuance of Nonconformities.** A use, structure, or occupancy of land which was lawful before the passage or amendment of this ordinance, but which is not in conformity with the provisions of this ordinance, may be continued subject to the following conditions:

- 12.11 Within the floodway and general floodplain districts (when a site has been determined to be located in the floodway following the procedures in Section 7.3, or when the floodway has not been delineated), any expansion or enlargement of uses or structures is prohibited.
- 12.12 Within all districts, any addition, modification, rehabilitation, repair, or alteration shall be in conformance with the provisions of this ordinance, shall not increase the flood damage potential or increase the degree of obstruction to flood flows, and where applicable, must be protected to the Regulatory Flood Protection Elevation (RFPE).
- 12.13 If any nonconforming structure is determined to be substantially damaged or substantially improved based on the procedures in Section 12.2, it may not be reconstructed except in conformity with the provisions of this ordinance.
- 12.14 If any nonconforming use, or any use of a nonconforming structure, is discontinued for more than one year, any future use of the premises must conform to this ordinance.

12.2 **Substantial Improvement and Substantial Damage Determinations.** Prior to issuing any permits for additions, modifications, rehabilitations, repairs, alterations, or maintenance to nonconforming structures, the Zoning Administrator is required to determine if such work constitutes substantial improvement or repair of a substantially damaged structure. A determination must be made in accordance with the following procedures:

- 12.21 Estimate the market value of the structure. In the case of repairs, the market value of the structure shall be the market value before the damage occurred and before any restoration or repairs are made.
- 12.22 Estimate the cost of the project. The property owner shall accommodate for inspection, and furnish other documentation needed by the zoning administrator to evaluate costs.
 - A. Improvement costs shall be comprised of the market rate of all materials and labor, as well as the costs of all ordinary maintenance and upkeep carried out over the past one year.

B. Costs to repair damages shall be comprised of the market rate of all materials and labor required to restore a building to its pre-damaged condition regardless of the work proposed, as well as associated improvement costs if structure is being restored beyond its pre-damaged condition.

12.23 Compare the cost of the improvement, repairs, or combination thereof to the estimated market value of the structure, and determine whether the proposed work constitutes substantial improvement or repair of a substantially damaged structure, as defined in Section 2.0 of this ordinance.

12.24 Based on this determination, the zoning administrator shall prepare a determination letter and notify the property owner accordingly. Structures determined to be substantially damaged or substantially improved may not be reconstructed except in conformity with the provisions of this ordinance.

SECTION 13.0 VIOLATIONS AND PENALTIES

13.1 **Uses in Violation of the Ordinance.** Every structure, fill, deposit, or other use placed or maintained in the floodplain in violation of this ordinance shall be considered a public nuisance.

13.2 **Civil Remedies.** The creation of a public nuisance may be enjoined and the maintenance of a public nuisance under this ordinance may be abated by an action brought by the Itasca County or the Department of Natural Resources.

13.3 **Enforcement.** Violations of the provisions of this ordinance constitutes a misdemeanor and is punishable as defined by law. The Zoning Administrator may utilize the full array of enforcement actions available to it including but not limited to prosecution and fines, injunctions, after-the-fact permits, orders for corrective measures or a request to the National Flood Insurance Program for denial of flood insurance. The Itasca County must act in good faith to enforce these official controls and to correct ordinance violations to the extent possible so as not to jeopardize its eligibility in the National Flood Insurance Program.

SECTION 14.0 AMENDMENTS

14.1 **Ordinance Amendments.** Any revisions to the floodplain maps by the Federal Emergency Management Agency or annexations of new map panels require an ordinance amendment to update the map references in Section 3.2 of this ordinance.

14.2 **Required Approval.** All amendments to this ordinance must be submitted to the Department of Natural Resources for review and approval prior to adoption, for compliance with state and federal rules and requirements. The floodplain ordinance shall not be considered valid until approved.

EFFECTIVE DATE: This ordinance shall be in full force and effect from and after its passage and approval.

Adopted by the Itasca County Board of Commissioners

This ____ of _____, _____

(Day) (Month) (Year)

Attest: _____, County Board Chair

(Name of Elected Official)

Attest: _____, County Administrator

December 13, 2024

The Honorable John Johnson
Board of Commissioners Chair, Itasca County
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Dear Chair Johnson:

RE: CONDITIONAL STATE APPROVAL OF FLOODPLAIN ORDINANCE & REQUIRED NEXT STEPS

On behalf of the Department of Natural Resources (DNR), I am writing to conditionally approve the Itasca County draft floodplain management ordinance.

We received a draft of the County's revised floodplain ordinance from Itasca County Environmental Services Director, Katie Benes, on November 5, 2024. This ordinance is being amended to incorporate the updated Flood Insurance Rate Map panels and accompanying Flood Insurance Study for Itasca County, with an effective date of March 11, 2025, and to maintain participation in the National Flood Insurance Program (NFIP).

In accordance with Minnesota Statutes, Section 103F.121, we find that the County's draft floodplain management ordinance substantially complies with the state floodplain management rules (Minnesota Rules, parts 6120.5000 to 6120.6200) and, to the best of our knowledge, with the floodplain management standards of the Federal Emergency Management Agency (FEMA). It is hereby conditionally approved.

We will provide final approval of the County's draft floodplain management ordinance once the following conditions have been met:

- ***Revise the draft ordinance to address all comments and recommended revisions in the attachment.***
- ***Submit the following materials to the DNR, no later than March 7, 2025:***
 - ***one (1) copy each of the signed adopted ordinance addressing all comments noted above,***
 - ***the affidavit of publication, and***
 - ***the completed "Ordinance Processing Checklist" (attached).***

Please forward these documents via email to the DNR Floodplain Program email at floodplain.dnr@state.mn.us, and copy the DNR's State NFIP Coordinator, Ceil Strauss at ceil.strauss@state.mn.us. Upon receipt and verification, we will send a final approval letter. Ms. Strauss will then transmit the ordinance and final approval letter to our contacts at FEMA's Chicago Regional Office. Be advised that any future amendments of this ordinance or change in the designation of flood prone areas require prior DNR approval. In addition, you are required to send copies of hearing notices and final decisions pertaining to variance, conditional uses, and

ordinance amendments to this agency. Please email these notices to Ceil Strauss. Should you have any questions on this ordinance or related matters, please contact Ms. Strauss via email or at (651) 259-5713.

Though FEMA must receive a signed, certified, and effective ordinance no later than March 11, 2025, we request that you submit the materials noted above to the DNR **no later than March 7, 2025**, to accommodate for processing. ***If FEMA has not received the documentation by the map effective date, FEMA will suspend the County from the National Flood Insurance Program.***

While our office in St. Paul will be the main contact for this floodplain ordinance update, your DNR Area Hydrologist will continue to be your main contact for day-to-day assistance with administering your floodplain management ordinance and questions about other DNR water-related programs and permits. Your Area Hydrologist is Rian Reed, who can be contacted at 218-328-8815 or rian.reed@state.mn.us.

The DNR greatly appreciates your community's cooperation and initiative in providing for the reduction of flood damages through the adoption and administration of this ordinance.

Sincerely,

Emily Javens, PE
Land Use Unit Supervisor
DNR Ecological & Water Resources

Attachments: Draft Ordinance with DNR Comments
Ordinance Processing Checklist
Sample Ordinance Summary

c: Katie Benes, Environmental Services Director – Itasca County
Darrell Schindler, DNR EWR Regional Manager
Darrin Hoverson, DNR EWR District Manager
Rian Reed, DNR Area Hydrologist
Ceil Strauss, DNR State Floodplain Manager/NFIP Coordinator

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)

) ss.

COUNTY OF ITASCA)

Brett Holum, being first duly sworn, on oath states as follows:

1. I am the Publisher of the Grand Rapids Herald Review, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copies below was published in the

Sunday January 26th 2025

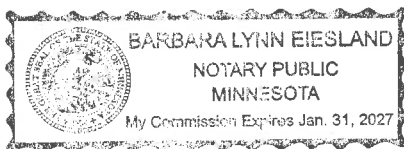
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$2.00 per 1-col line.

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Itasca County. The newspaper complies with the conditions described in §580.033, sub d. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Brett Holum

[Signature]



Subscribed and sworn to before me on this
27th day of January 2025
Barbara Eiesland
Notary Public

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

Tony Fragnito or Kristina Loch, being first duly sworn, on oath states as follows:

1. I am the publisher of the Scenic Range News Forum, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied was published in the newspaper are as follows: 1/30/25
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$10.00 per column inch.
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Itasca County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

NOTICE OF INTENT AND ITASCA CO

Pursuant to Minnesota Statute
hereby given that the Board of It
will meet in the Boardroom of
123 NE 4th Street, in the City of G
approximately 2:30 p.m., or short
February 11, 2025, to conduct a pul
of receiving public comment on th
Ordinance pursuant to M

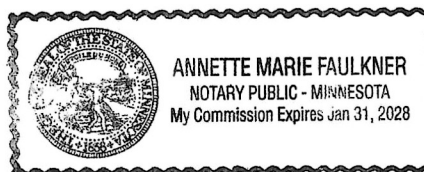
All interested persons may appear
and place set forth above, or ma
prior to the date of the hearing se
information regarding said hearing
County Administrative Services D
Courthouse, 123 NE 4th St., Grand
(218) 327-73

Dated: January 22, 2025
ITASCA COUNTY BOARD, MINNESOTA
/s/ Brett Skyles
Clerk of the County Board
Itasca County Board, Minnesota

Kristina Loch
Tony Fragnito, Publisher
Kristina Loch

Subscribed and sworn to before me by Tony Fragnito or
Kristina Loch on this

3rd Day of February 2025
Annette M. Faulkner
(Notary Public)





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-231

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: 15 Minutes

AGENDA ITEM:
5 Year Plan Presentation

BOARD ACTION REQUESTED:
Receive presentation on Transportation Department 5-year Plan for Highway Improvement Projects.

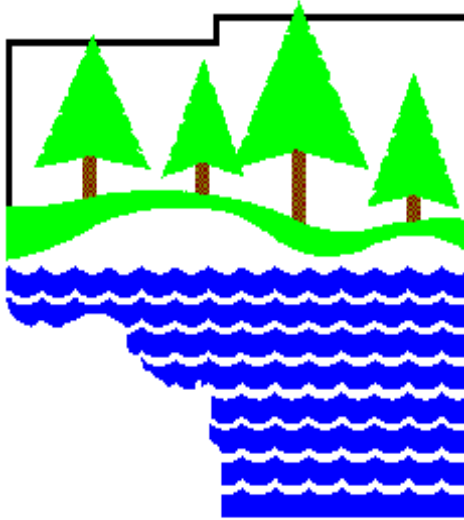
BACKGROUND:
The Transportation Department updates the 5-year Plan for Highway Improvement Projects on an annual basis. Attached is the draft plan for 2025 - 2029. Notice of this presentation was published in the Grand Rapids Herald Review and the Scenic Range News. Additionally, copies of the plan were sent to townships, cities and utility companies for their review and comment.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2025 5 Year Plan - Draft

2/11/2025

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Itasca County

2025

5-Year Plan For Highway Improvement Projects

Itasca County Engineer
Karin Grandia
327-2853

February 11, 2025

DRAFT

Introduction

Itasca County annually reviews and updates the Five-Year Plan for Highway Improvement Projects. The annual review process allows the County Board and staff the opportunity to reassess the Highway Improvement Plan and to make adjustments due to changes in financial restrictions, highway conditions, public input, and goals and priorities.

The 2025 Five Year Plan is a flexible five-year action plan for bridge and highway projects. Only construction projects listed during the current year are funded.

- Notice - Itasca County 5 Year Plan for Road and Bridge Construction Projects

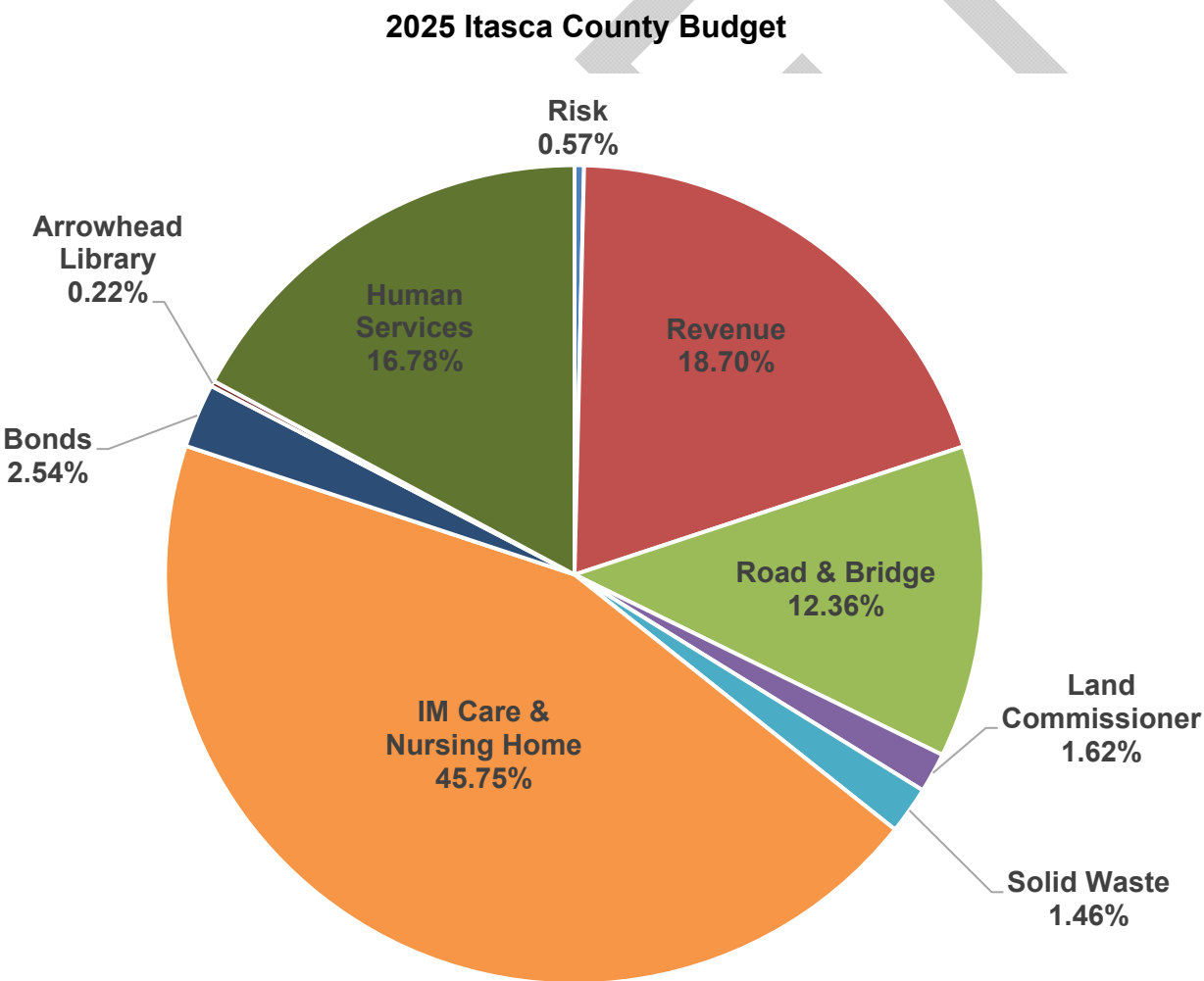
Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on February 11, 2025, in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comment will be accepted at the Transportation Department until February 28, 2025. A copy of the proposed plan and maps showing the projects and their locations is available for review at the Transportation Department in the County Courthouse and online on the Itasca County website under the Transportation Department tab.

Itasca County Transportation Department Overview

The County Transportation Department is responsible for maintaining approximately 1340 miles of roadway and 137 bridges. The department also can be directly or indirectly involved with the maintenance of roadways under the jurisdiction of the 16 cities, 39 organized townships, and the 38 unorganized townships in the county.

The County Engineer, through the staff, is responsible for the administration of both the highway maintenance division and the highway construction division. The maintenance division consists of approximately 74 employees divided between 4 maintenance districts and central purchasing and repair. These employees are responsible for graveling, grading, drainage, signing, snow removal, ice control, equipment repair and minor road improvements. The construction division consists of approximately 14 employees and is responsible for the design and construction administration of all contracted road and bridge improvement projects.

As is shown below, the Transportation Department accounts for approximately 12.36% of the proposed \$181,679,765 - 2025 Itasca County Budget. In addition to the \$22,400,737 administered by the Transportation Department as part of the Itasca County Budget, the construction division administers on average an additional \$1,000,000 per year in federal construction dollars spent in Itasca County.



Road Jurisdiction

In Itasca County, there are generally three levels of road jurisdiction:

- State - Consisting of Trunk Highways - Examples include TH 169, TH 2, TH 1 etc. These roads are generally higher volume highways, which provide primary transportation routes between cities and regions within the state.
- County - Consisting of;
- County State Aid Highways (CSAH) - Examples include CSAH 7, CSAH 19, and CSAH 3 etc. These roads are generally roads which serve as local transportation routes between cities and regions within the county.
 - County Municipal State Aid Highways - Consisting of Municipal State Aid Highways located within cities with populations less than 5000. Examples include CSAH 61 in Coleraine and CSAH 81 in Deer River
 - County Roads - Examples include County Road 449, County Road 128, and County Road 539. These roads are generally lesser traveled and serve as access to local population areas. All county roads have 3-digit numbers.
 - Unorganized Township Roads - These are generally local gravel roads located within an unorganized township. By state statute, the county is required to provide maintenance on these roads. These roads have 3-digit county road numbers.
- Local - Consisting of:
- Municipal State Aid Streets - Consisting of Municipal State Aid Streets located within cities with populations greater than 5000.
 - Local Municipal Streets - These are generally local streets serving municipal subdivisions.
 - Organized Township Roads - These are local roads within organized townships. Examples include Southwood Road in Harris Township or Walker Road in Spang Township.
 - Federal Forest Service Roads - These are local recreational or logging roads having forest service jurisdiction.
 - Department of Natural Resources Roads – These are local recreational or logging roads having DNR jurisdiction.
 - County Forest Access Roads - These roads are under the jurisdiction of the County Land Commissioner (Land Department). They are generally used for timber access and recreational uses. They may be gated or receive little or no maintenance.

Funding Sources

Funding Sources for Itasca County consist of a combination of Federal, State and Local Funds.

Federal Funds

- Federal Funds spent on road projects within Itasca County are originally allocated by Congress as part of a nationwide transportation bill. The source of the money is based on the federal portion of the gas tax. The majority of the funds that are allocated to Minnesota are spent on state administered trunk highway projects.
- Itasca County can and does receive federal funds. The county has historically used federal funds to supplement local funding for bridge projects, road projects or railroad crossing projects. In addition, since the Chippewa National Forest is located within the county, the county periodically receives a portion of the Federal Forest Highway Fund. These funds can only be spent on roads within the forest boundary. The projects are prioritized by the forest service and the county, and the projects are administered by the county.
- Federal funds can only be spent on qualifying projects and generally require a substantial increase in project administration costs due to the increase in required federal documentation. The funds also generally require a minimum of 20% local match.

State Aid Funds

- The county receives a yearly allotment from the state to be spent on county state aid and municipal aid routes. The source of this allotment is primarily the state gas tax. These funds can only be spent on qualifying state aid routes and have historically been used for construction and maintenance. This allotment is approximately 50% of the funding for the transportation department.

Bridge Bonding

- Bridge Bonding funds are allocated by the Minnesota legislature every other year. The county can and does receive bridge bonding funds. These funds can be used on any eligible bridge in Itasca County on either a CSAH, a county road or a township bridge. State Bridge Bonding funds are allocated to the county as grants (no repayment by the county).

County Funds

- The County Board allocates a portion of its yearly budget to the transportation department for construction and maintenance of county roads. The funding primarily comes from local property taxes. These funds are generally spent on local road and maintenance projects. The amount available each year can vary greatly based on overall county budget needs.
- In 2014, the County Board implemented a wheelage tax on vehicles registered in Itasca County. This tax is estimated to generate approximately \$430,000 per year. These funds are used to supplement the maintenance and construction on roads not qualifying for state aid funding.

Unorganized Township Funds

- The unorganized township fund receives monies from the road and bridge levy in each unorganized township. These funds are generally spent on local road and maintenance projects in unorganized township areas.

Typical Funding Amounts

Construction Funding

It is difficult to provide a 'Typical' funding year due to the variability of different funding sources. The following data is based on historical data and does not indicate future funding amounts.

Federal Funds

- On average, Itasca County receives over \$1,000,000 per year in federal funds for road and bridge projects.

State Aid Funds

- Each year Itasca County receives approximately \$12,400,000 of State Aid Funds. Of that amount, \$10,875,000 is regular state aid and \$1,525,000 is municipal state aid.
- The funding is split 60/40 so that approximately \$6,525,000 is allocated for State Aid construction and \$4,350,000 for maintenance.
- Approximately \$915,000 is allocated for Municipal County State Aid construction and \$610,000 is allocated for Municipal Maintenance.

Bridge Bonding

- State Bridge Bonding is a major source of funding for bridge construction projects and is allocated by the State Legislature. Over the past 5 years approximately \$900,000 per year has been available for bridge and railroad crossing construction projects. These funds vary from year to year.

County Funds

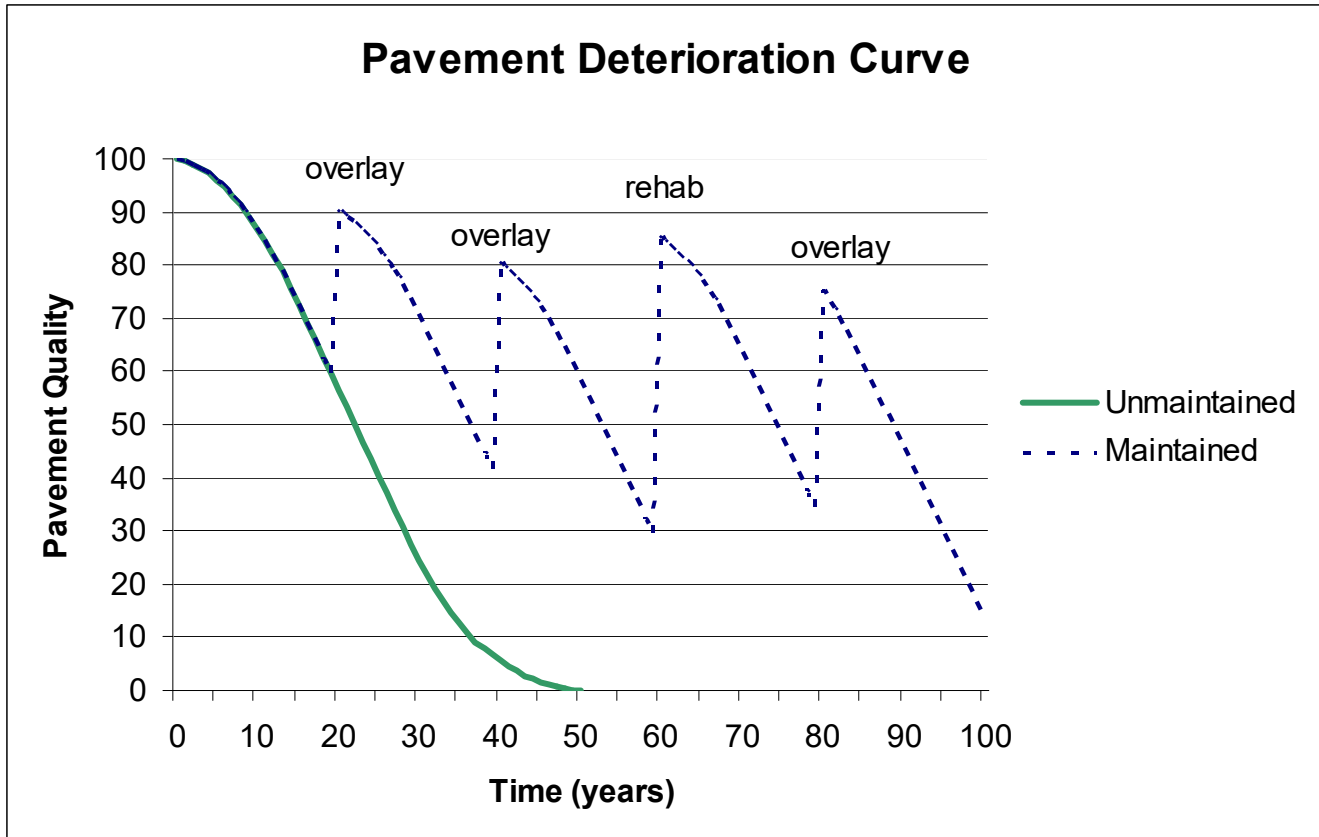
- County Construction funds are typically utilized to upgrade existing gravel County Roads to a bituminous surfaced road. These funds have not been available for many years due to budgeting constraints.
- County Preservation funds have been between \$680,000 to \$385,000 over the past 5 years and are supplemented with the monies collected from the wheelage tax, providing a total in 2025 of \$815,000 for preservation. These funds are typically used on existing paved roads for contracted projects such as bituminous overlays, regrading and surfacing.
- The County averages \$310,000 per year for gravel production which is used to surface existing County gravel roads.

Other Funding

- Itasca County has received funding for projects from other sources including Unorganized Township Funding, Town Bridge and Town Road accounts.

Protecting our Pavement Investment

Pavements tend to deteriorate over time due to traffic loads and environmental effects. A graph of the life cycle of a typical bituminous road is shown below where the pavement rating is a relative evaluation of the condition of the road.



The solid line indicates how a pavement would perform with no maintenance. The road is graded and paved at year 0 and is at its best condition (Pavement Quality Index, PQI = 100). The pavement will deteriorate over time and after about 30 to 35 years the pavement would deteriorate to the point where vehicle travel would be dangerous at best (PQI = 20).

The dashed line indicates the maintenance strategy of most transportation departments. Periodic overlays and rehabilitation projects are performed to increase the PQI on an interval which attempts to maximize the pavement's ride quality. Every 50 years a rehabilitation project is performed, which replaces culverts and addresses minor grade or subgrade issues. Approximately every 100 years, the road will require a major regrade project.

How much does a paved road Cost?

This County will review construction standards and consider:

- Reconstruct the grade of the road every 100 years.
- Rehabilitate the road every 50 years.
- Perform surface treatment every 20 years.

The following costs are used for budgeting road improvement projects:

1. \$ 1,150,000 per mile to reconstruct a road and surface with bituminous pavement.
2. \$ 325,000 per mile to rehabilitate an existing bituminous road.
3. \$ 130,000 per mile for surface treatment of an existing bituminous road.

The Cost cycle of 1 mile of road:

Year 1	Construct	@	\$ 1,150,000
Year 20	Surface Treatment	@	\$ 130,000
Year 40	Surface Treatment	@	\$ 130,000
Year 60	Rehabilitation	@	\$ 325,000
Year 80	Surface Treatment	@	\$ 130,000
Total			\$ 1,865,000

This equates to approximately **\$18,650 per mile per year** to maintain a bituminous road.

There are:

1. 603 total miles of paved roads (County Jurisdiction)
2. 506 of paved CSAH mileage
3. 97 of paved County funded road mileage (3-digit roads)

Therefore, to maintain our existing bituminous county roads we require the following yearly budget:

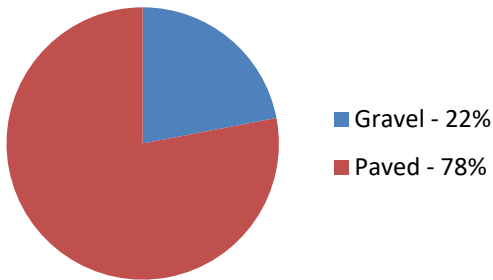
506 CSAH miles - \$ 9.4 million (current allocation at \$7.44 million)

97 County miles - \$1.8 million (current allocation at \$815,000)

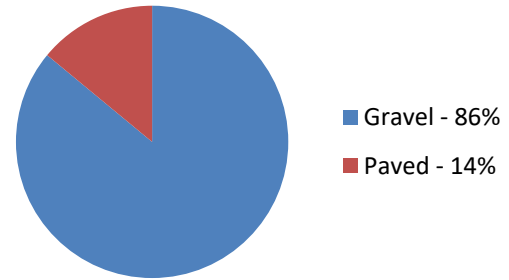
These figures do not include bridge projects, snow plowing, minor surface repairs or other incidental maintenance costs

Gravel vs. Paved

CSAH SYSTEM (649 MILES - TOTAL)



COUNTY SYSTEM (691 MILES - TOTAL)



Of the approximately 1340 miles of roads under Itasca County jurisdiction, approximately 48% are designated CSAH and 52% are designated County. In addition, approximately 45% of Itasca County Road miles are paved.

The average annual cost to maintain a bituminous road is approximately \$18,650 per mile based on construction and surface resurfacing costs over the expected life of the road.

The annual cost to maintain a gravel road surface can vary greatly and is usually directly related to the traffic volume on the road. The following table indicates an estimate of the road surface maintenance costs required for gravel roads with three traffic volume levels.

Road ADT	100	200	300
Surface Maintenance Costs (Grader time)			
Grader minutes per mile	60 minutes @ \$120.00/hr per mile	60 minutes @ \$120.00/hr per mile	60 minutes @ \$120.00/hr per mile
Number of grading passes per week	0.5	1	2
Grading weeks per year	26	26	26
Grading Cost per mile per year	\$ 1,560	\$ 6,240	\$ 9,360
Resurfacing Costs (Gravel)			
Re-gravel interval	20 years	10 years	6 years
Cost per mile per year	\$ 1,420	\$ 2,840	\$ 4,730
Chloride Costs			
Chloride Cost per mile per year	---	\$2,200	\$2,200
Total yearly cost per mile	\$ 3,144	\$ 8,488	\$ 13,720

As can be seen, the maintenance costs rise with the increase in daily traffic volume. The surface costs for a gravel road begin to justify paving at an ADT level of around 300 vehicles per day, from a maintenance perspective.

The following table lists the number of miles of gravel and bituminous surfaced roads under county jurisdiction. As can be seen, the majority of roads over 300 ADT have bituminous surface

NOTES:

- ADT means the Average Annual Daily Traffic count which is an estimate of the number of vehicles per day, calculated on an annual average.
- The State Aid Funding rules discourage the use of State Aid funds for paving roads under an ADT of 150 vehicles per day.

SURFACE TYPE - CATEGORIZED BY TRAFFIC COUNT						
	Surface type	0-100 ADT	100 -200 ADT	200 - 300 ADT	OVER 300 ADT	Total
CSAH SYSTEM	Paved (miles)	3	77	82	342	504
	Gravel (miles)	85	57	1	2	145
COUNTY ROAD SYSTEM	Paved (miles)	22	27	40	26	99
	Gravel (miles)	495	86	6	3	592
	Total	636	223	92	384	1,340

System Preservation Priorities

The County Transportation Department uses a variety of indicators to prioritize construction and rehabilitation projects. Some of these are:

- Safety
- Preservation of existing pavement
- Availability of funding
- Traffic count
- Cost participation by others
- Project grouping
- Maintenance costs
- Pavement Quality Index
- Economic Development
- Public request

These factors are evaluated on potential projects to arrive with the County 5-year Plan which is reviewed and updated on a yearly basis.

System Evaluation

Every two years Itasca County receives data from MnDOT on pavement quality. This data provides a relative ride and pavement condition rating to all paved State Aid and County Roads. This process provides a basis for potential future construction projects based on the condition of the existing road independent of other factors. The department then evaluates the individual projects as to a recommended type of construction project required to bring the roadway to an acceptable ride.

2025 - 5 Year Plan for Construction Projects

The following worksheets and maps detail the proposed 2025 - 5-year plan. It should be noted that this plan is subject to change based on available funding, project conflicts and engineering workload. Project cost and allotment estimates are preliminary and are used for planning purposes only. The detail sheets contain the following sections:

- 2025 through 2029 Highway Construction Project lists
- 2025 through 2029 Highway Construction Project Maps

Public Involvement

Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on February 11, 2025, in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comments will be accepted at the Transportation Department until February 28, 2025. A copy of the proposed plan and maps showing the projects and their locations is available for review at the Transportation Department in the County Courthouse and online at the Itasca County website under the Transportation Department tab.

Questions or comments can be addressed to:

Karin Grandia
Itasca County Engineer
123 4th Street NE
Grand Rapids, MN 55744
218-327-2853

Itasca County

2025 - 2029

**Proposed Project Schedule for
Highway Improvement Projects**

Itasca County 5-year Plan

REVISED: 1/28/2025

CONSTRUCTION PROJECTS FOR				2025						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municipal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CSAH 70	Bridge 7109 over Swan River	–	Bridge Replacement	\$1,191,000	\$65,000			\$1,126,000	Bridge Bonding	24
CSAH 70	Bridge 7110 over Swan River	–	Bridge Replacement	\$1,547,000	\$1,243,000			\$304,000	Bridge Bonding	24
CSAH 7	CSAH 59 to CSAH 8	4.3	Reconstruction & Paving	\$6,710,000	\$6,710,000					39, 49
CSAH 96	(CR 457) Grand Rapids City Limits to CSAH 64	1.25	Bituminous Rehabilitation	\$400,000	\$400,000					17
CR 239	CSAH 17 to CSAH 17	4.6	Bituminous Overlay	\$800,000			\$400,000	\$400,000	UT 4	16
CSAH 29	TH 46 to Dora Lake Bridge	10.8	Bituminous Overlay	\$1,825,000	\$450,000			\$1,375,000	Federal	75, 76
CSAH 32	TH 46 to End of Pavement	2.2	Bituminous Overlay	\$425,000	\$425,000					64
CSAH 91	Bridge 31516 over Mississippi River	–	Bearing Pad Rehab	\$100,000			\$100,000			18
CSAH 24	TH 46 to End of Pavement	4.75	Bit Overlay & Culvert Repair	\$735,000	\$735,000					86
CSAH 61	Coleraine City Limits to TH 169	1.6	Bituminous Overlay/Rehab	\$400,000		\$400,000				31
CSAH 61	5th Ave to TH 169	1.6	Bituminous Overlay/Rehab	\$320,000		\$320,000				31
CSAH 61	TH 169 to 2nd Ave	0.4	Bituminous Overlay/Rehab	\$80,000		\$80,000				31
CSAH 54	TH 65 to County Line		Culvert Repair & Bituminous Rehab	\$150,000	\$150,000					51
CSAH 81	TH 2 to TH 6 (Deer River)	0.9	Bituminous Overlay	\$700,000		\$700,000				35
CSAH 59	CSAH 49 to CSAH 7	4.5	Bituminous Overlay	\$1,000,000	\$1,000,000					38, 39
CSAH 8	TH 65 to E Crooked Lake Road	6.5	Bituminous Overlay	\$2,200,000	\$2,200,000					40
	Countywide	–	Pavement Striping	\$230,000	\$150,000			\$80,000	Levy	
TOTAL				\$18,813,000	\$13,528,000	\$1,500,000	\$500,000	\$3,285,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2024	\$3,100,000
State Aid Allotment for Year 2025	\$6,500,000
Transfer from Municipal Construction	
Engineering	\$400,000
State Aid Construction for Year 2025	\$13,528,000
State Aid Balance End of 2025	-\$4,328,000

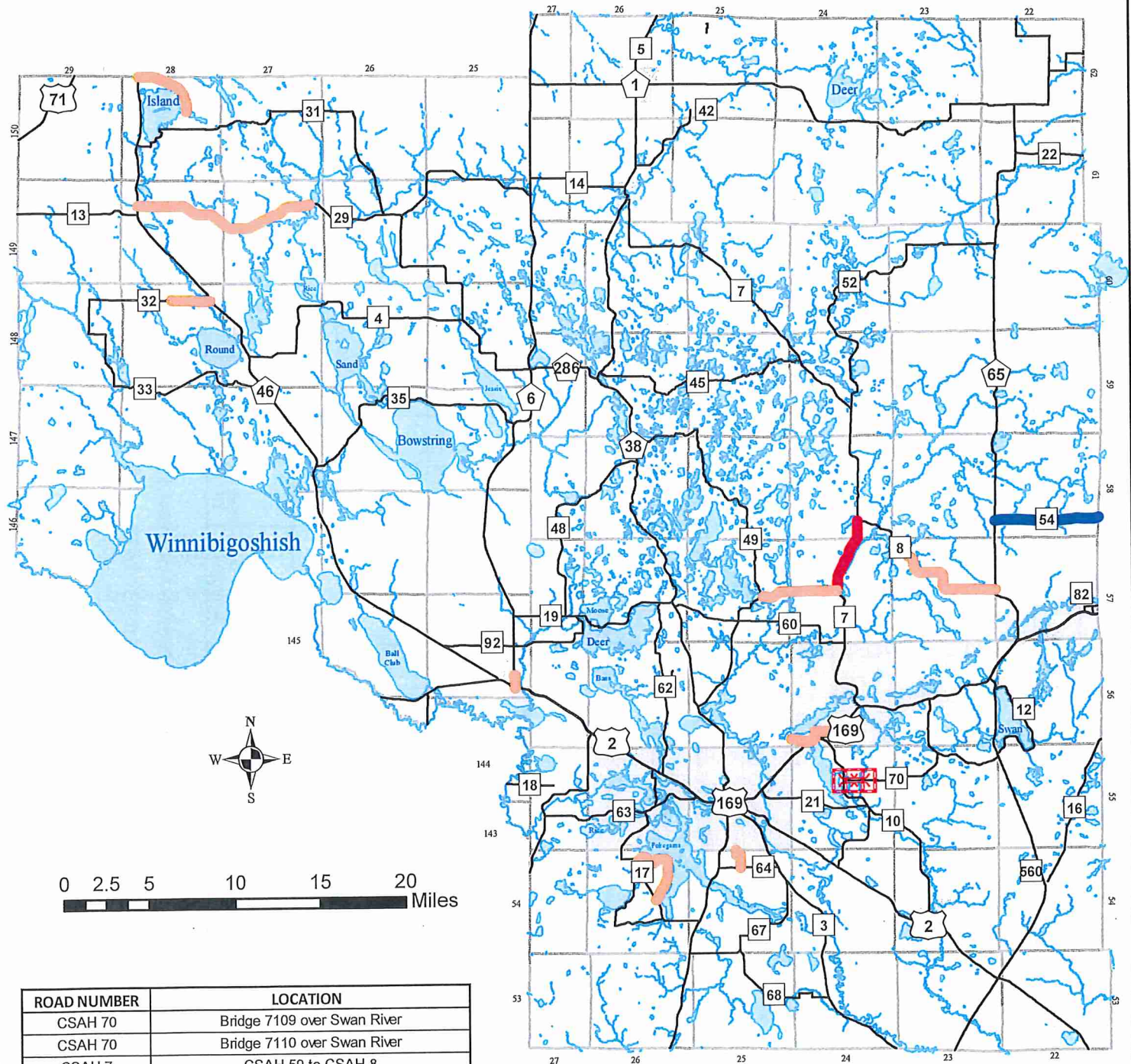
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2024	-\$100,000
County Preservation/Wheelage Allotment for Year 2025	\$815,000
Routine Maintenance Expenses	\$200,000
County Preservation Construction for Year 2025	\$500,000
County Preservation Balance End of 2025	\$15,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2024	\$475,000
Municipal State Aid Allotment for Year 2025	\$910,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2025	\$1,500,000
Municipal State Aid Balance End of 2025	-\$115,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2025



ROAD NUMBER	LOCATION
CSAH 70	Bridge 7109 over Swan River
CSAH 70	Bridge 7110 over Swan River
CSAH 7	CSAH 59 to CSAH 8
CSAH 96	(CR 457) Grand Rapids City Limits to CSAH 64
CR 239	CSAH 17 to CSAH 17
CSAH 29	TH 46 to Dora Lake Bridge
CSAH 32	TH 46 to End of Pavement
CSAH 91	Bridge 31516 over Mississippi River
CSAH 24	TH 46 to End of Pavement
CSAH 61	Coleraine City Limits to TH 169
CSAH 61	5th Ave to TH 169
CSAH 61	TH 169 to 2nd Ave
CSAH 54	TH 65 to County Line
CSAH 81	TH 2 to TH 6 (Deer River)
CSAH 59	CSAH 49 to CSAH 7
CSAH 8	TH 65 to E Crooked Lake Road

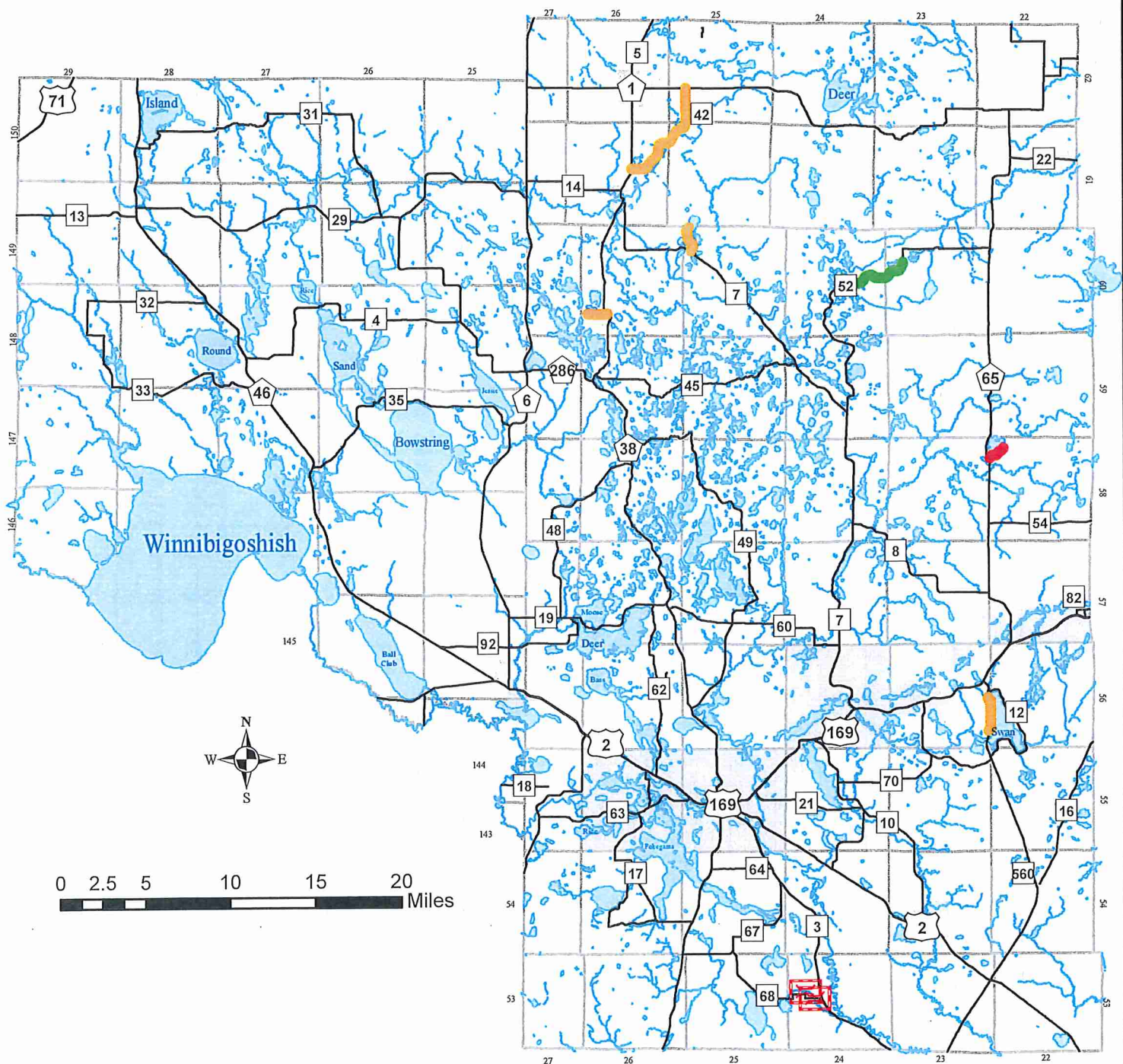
2025 Construction Projects

-  Bridge Replacement
-  Reconstruction
-  Bituminous
-  Culvert Repair, Bituminous Rehab

REVISÉ: 1/28/2025

Municipal State Aid Balance End of 2025	\$115,000
Municipal State Aid Allotment for Year 2026	\$910,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2026	\$0
Municipal State Aid Balance End of 2026	\$795,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2026



ROAD NUMBER	LOCATION
CR 439	Bridge 7026 over Split Hand Creek
CSAH 68	Bridge 7027 over Split Hand Creek
CSAH 43	TH 38 to Jaynes School Road
CR 540	TH 65 to End
CSAH 75	CSAH 7 to park
CR 560	TH 65 to TH 65 West Shore
CSAH 79	CSAH 42 - TH 1
CSAH 42	TH 38 - CSAH 79
CSAH 52	CR 342 to Horsehead Lake Trail

2026 Construction Projects

-  Bridge Replacement
-  Bituminous
-  Clearing
-  Reconstruction

Itasca County 5-year Plan

REVISED: 1/28/2025

CONSTRUCTION PROJECTS FOR					2027					
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municipal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 533	Bridge No. 92970	-	Bridge Replacement	\$600,000			\$200,000	\$400,000	Bridge Bonding	93
CSAH 17	Bridge 7146	-	Bridge Replacement	\$1,435,000	\$900,000			\$535,000	Bridge Bonding	16
CSAH 52	CR 342 to Horsehead Lake Trail	4.3	Reconstruction	\$3,225,000	\$3,225,000					71, 72
CSAH 63	CR 257 (east) to TH 2	5.2	Bituminous Overlay	\$900,000	\$180,000			\$720,000	Federal	22, 23
CSAH 7	Diamond Lake Road to CSAH 59	7.5	Bituminous Overlay	\$975,000	\$345,000			\$630,000	Federal	31, 39
CSAH 67	CSAH 66 to CSAH 3	3.4	Bituminous Overlay	\$450,000	\$450,000					17
CSAH 68	CSAH 67 to CR 427	5.4	Bituminous Overlay	\$700,000	\$700,000					11, 12, 17
CSAH 28	Cass Co Line to TH 6	0.6	Bituminous Overlay	\$75,000	\$75,000					21
CSAH 23	TH 169 - Woodland Drive	3.3	Bituminous Overlay	\$650,000	\$650,000					22, 23
CSAH 76	CSAH 23 to CSAH 63	1.9	Bituminous Overlay	\$250,000	\$250,000					22, 23
CSAH 15	TH 169 to end	0.95	Bituminous Rehabilitation & ADA Upgrades	\$400,000		\$400,000				31
CSAH 66	Southwood Road to CSAH 67	3.25	Bituminous Mill & Fill	\$525,000	\$525,000					17
CR 485	CSAH 97 to CSAH 97	1.65	Bituminous Mill & Fill	\$350,000			\$350,000			16, 17
	County Wide Locations	-	Pavement Striping	\$230,000	\$150,000			\$80,000	Levy	
			Routine Maintenance: Crack Sealing, Striping & Pavement Patches	\$200,000			\$200,000			
TOTAL	Various Roads			\$10,965,000	\$7,450,000	\$400,000	\$750,000	\$2,365,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2026	-\$328,000
State Aid Allotment for Year 2027	\$6,500,000
Transfer from Municipal Construction	
Engineering	\$400,000
State Aid Construction for Year 2027	\$7,450,000
State Aid Balance End of 2027	-\$1,678,000

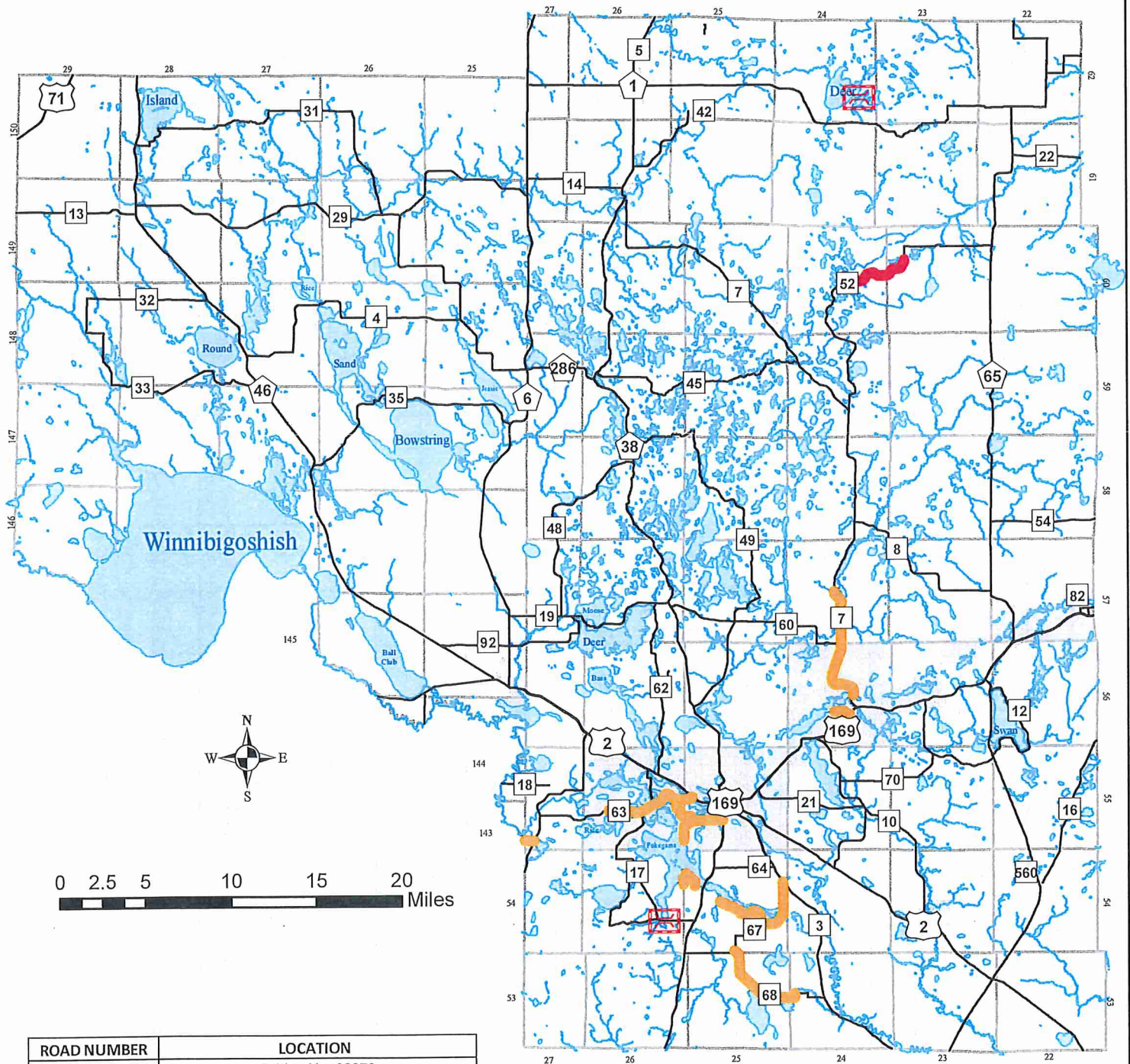
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2026	-\$70,000
County Preservation Allotment for Year 2027	\$385,000
Wheelage Tax	\$430,000
County Preservation Construction for Year 2027	\$750,000
County Preservation Balance End of 2027	-\$5,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2026	\$795,000
Municipal State Aid Allotment for Year 2027	\$910,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2027	\$400,000
Municipal State Aid Balance End of 2027	\$1,305,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2027



ROAD NUMBER	LOCATION
CR 533	Bridge No. 92970
CSAH 17	Bridge 7146
CSAH 52	CR 342 to Horsehead Lake Trail
CSAH 63	CR 257 (east) to TH 2
CSAH 7	Diamond Lake Road to CSAH 59
CSAH 67	CSAH 66 to CSAH 3
CSAH 68	CSAH 67 to CR 427
CSAH 28	Cass Co Line to TH 6
CSAH 23	TH 169 - Woodland Drive
CSAH 76	CSAH 23 to CSAH 63
CSAH 15	TH 169 to end
CSAH 66	Southwood Road to CSAH 67
CR 485	CSAH 97 to CSAH 97

2027 Construction Projects

-  Bridge Replacement
-  Bituminous
-  Reconstruction

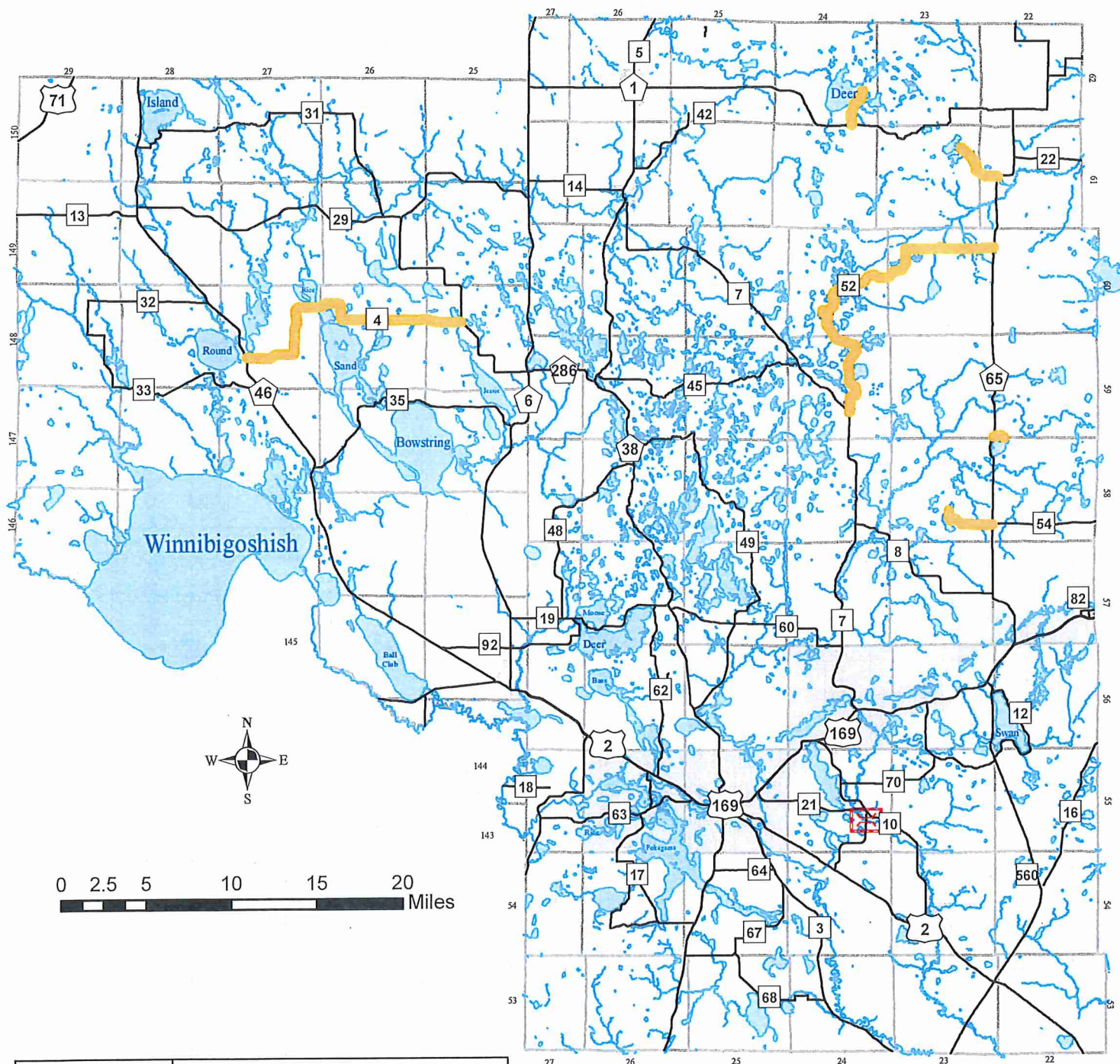
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PROJECTED MUNICIPAL STATE AID BALANCE	
Municipal State Aid Balance End of 2027	\$1,305,000
Municipal State Aid Allotment for Year 2028	\$910,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2028	\$0
Municipal State Aid Balance End of 2028	\$2,215,000

PROJECTED COUNTY PRESERVATION BALANCE	
County Preservation Balance End of 2027	\$-5,000
County Preservation Allotment for Year 2028	\$385,000
Wheelage Tax	\$430,000
County Preservation Construction for Year 2028	\$675,000
County Preservation Balance End of 2028	\$135,000

PROJECTED STATE AID BALANCE	
State Aid Balance End of 2027	-\$1,678,000
State Aid Allotment for Year 2028	\$6,500,000
Transfer from Municipal Construction	\$0
Engineering	\$400,000
State Aid Construction for Year 2028	\$6,205,000
State Aid Balance End of 2028	-\$1,783,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2028



ROAD NUMBER	LOCATION
CSAH 71	Bridge 31507 over Swan River
CSAH 55	TH 65 to CR 613
CSAH 52	CR 340 to TH 65
CSAH 52	CSAH 7 to CR 340
CSAH 4	TH 46 - CSAH 29
CR 533	TH 1 to end of pavement
CR 340	CSAH 52 to end of pavement
CR 551	TH 65 to end of pavement
CR 532	TH 65 to end of pavement

2028 Construction Projects



Bridge Replacement

Reconstruction

Bituminous

Itasca County 5-year Plan

REVISED: 1/28/2025

CONSTRUCTION PROJECTS FOR					2029					
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municipal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CSAH 69	Bridge 31504 over Swan River	—	Bridge Replacement	\$700,000	\$350,000			\$350,000	Bridge Bonding	31, 32
CR 254	Bridge 88215 over Rice River	—	Bridge Replacement	\$700,000			\$100,000	\$600,000	Bridge Bonding	69
CSAH 86	TH 65 to Hwy 169	1.0	Bituminous Rehab & ADA	\$275,000		\$275,000				41
CSAH 25	Hwy 2 - East Co Line	5.0	Bituminous Overlay	\$650,000	\$650,000					14
CSAH 7	CR 339 to CR 341	6.4	Bituminous Overlay	\$900,000	\$900,000					59, 60
CSAH 90	CSAH 62 to TH 38	1.9	Bituminous Overlay	\$250,000	\$250,000					29, 30
CSAH 61	TH 38 to Coleraine City Limits	4.2	Bituminous Overlay	\$550,000	\$550,000					23, 30
CSAH 71	Hwy 2 to CSAH 10	4.7	Bituminous Overlay	\$625,000	\$625,000					18, 24
CSAH 19	Bridge 31569 to CR 238	2.00	Bituminous Overlay	\$250,000	\$250,000					36, 37
CSAH 19	TH 6 to Bridge 31569	3.85	Bituminous Overlay	\$500,000	\$500,000					35, 36, 37
CR 440	CSAH 21 to Hwy 169	2.33	Bituminous Overlay	\$300,000			\$300,000			23, 24
CR 407	Hwy 2 to CSAH 21	1.80	Bituminous Overlay	\$250,000			\$250,000			23
	County Wide Locations	—	Pavement Striping	\$230,000	\$150,000			\$80,000	Levy	

PROJECTED STATE AID BALANCE

State Aid Balance End of 2028	-\$1,783,000
State Aid Allotment for Year 2029	\$6,500,000
Transfer from Municipal Construction	\$500,000
Engineering	\$400,000
State Aid Construction for Year 2029	\$4,225,000
State Aid Balance End of 2029	\$592,000

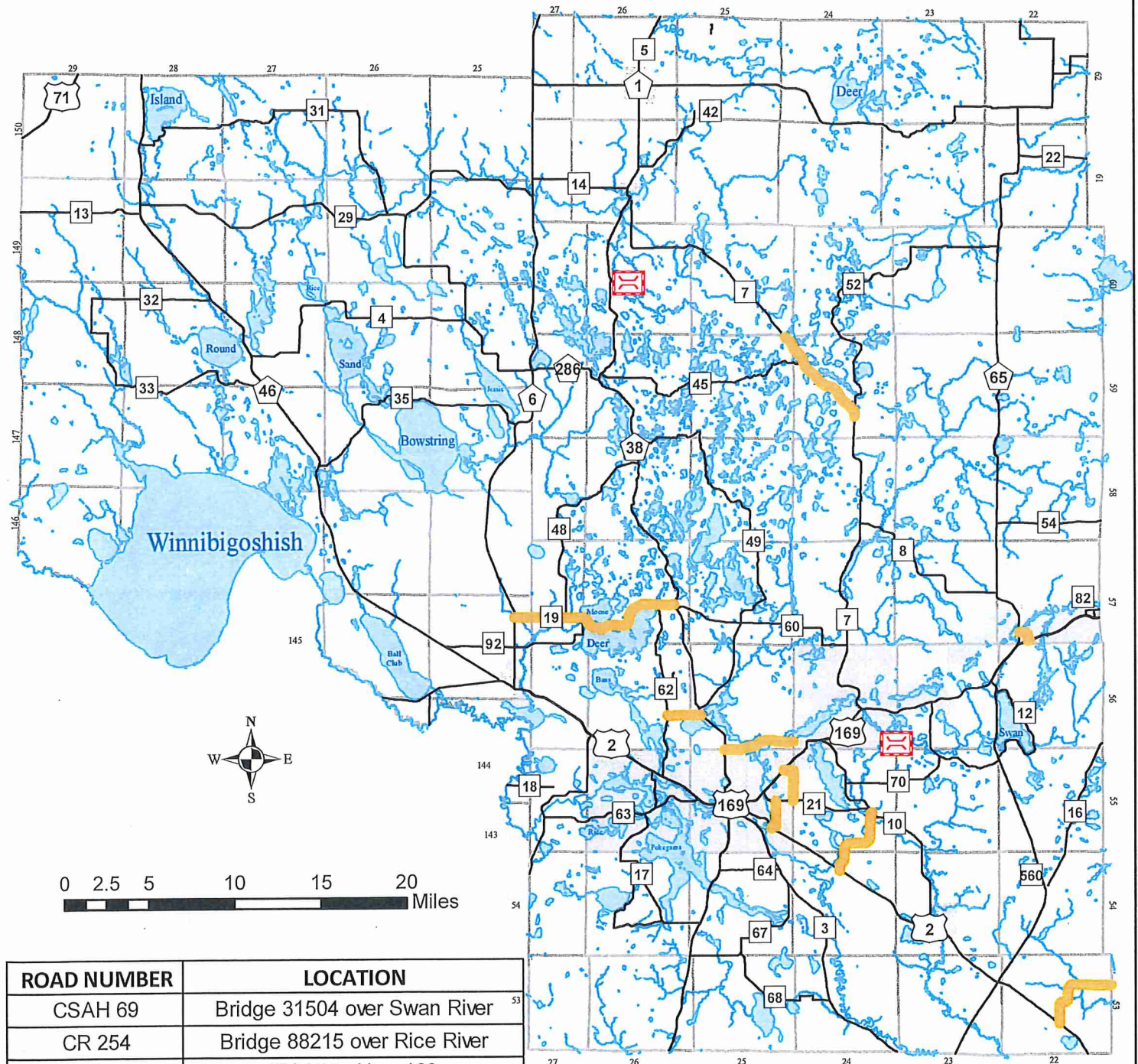
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2028	\$135,000
County Preservation Allotment for Year 2029	\$385,000
Wheelage Tax	\$430,000
County Preservation Construction for Year 2029	\$850,000
County Preservation Balance End of 2029	\$100,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2028	\$2,215,000
Municipal State Aid Allotment for Year 2029	\$910,000
Transfer from Mun. Const. to State Aid Const.	\$500,000
Municipal State Aid Construction for Year 2029	\$275,000
Municipal State Aid Balance End of 2029	\$2,350,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2029



ROAD NUMBER	LOCATION
CSAH 69	Bridge 31504 over Swan River
CR 254	Bridge 88215 over Rice River
CSAH 86	TH 65 to Hwy 169
CSAH 25	Hwy 2 - East Co Line
CSAH 7	CR 339 to CR 341
CSAH 90	CSAH 62 to TH 38
CSAH 61	TH 38 to Coleraine City Limits
CSAH 71	Hwy 2 to CSAH 10
CSAH 19	Bridge 31569 to CR 238
CSAH 19	TH 6 to Bridge 31569
CR 440	CSAH 21 to Hwy 169
CR 407	Hwy 2 to CSAH 21

2029 Construction Projects

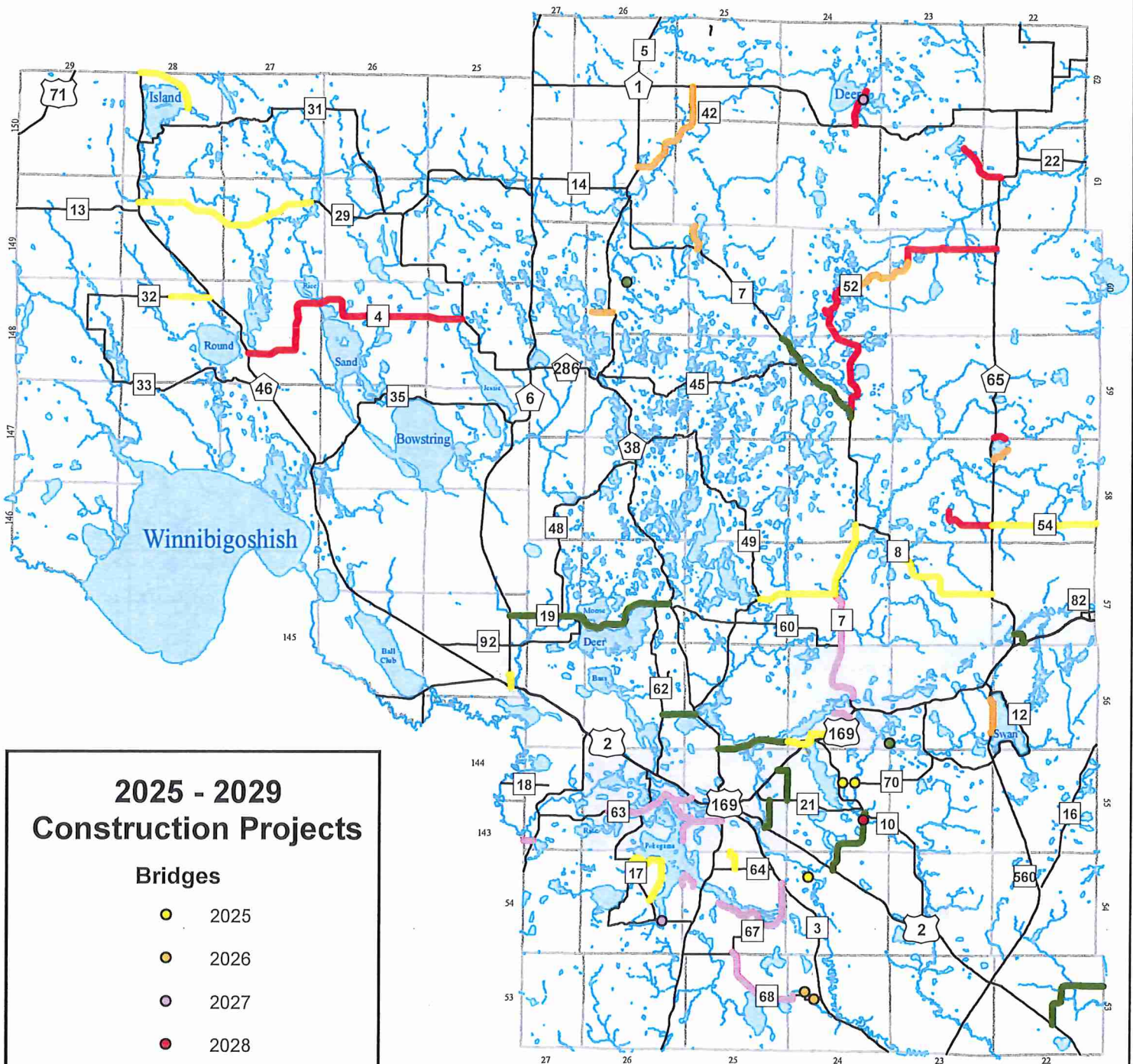


Bridge Replacement



Bituminous

ITASCA COUNTY CONSTRUCTION PROJECTS 2025 - 2029



2025 - 2029 Construction Projects

Bridges

- 2025
- 2026
- 2027
- 2028
- 2029

Roads

- 2025
- 2026
- 2027
- 2028
- 2029



0 2.5 5 10 15 20 Miles



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-258

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Contract Agreement between Itasca County Sheriff's Office and the City of Bovey

BOARD ACTION REQUESTED:

Approve the Law Enforcement Contract between Itasca County and the City of Bovey and authorize necessary signatures. Authorize the hire of 3 FTE Grade 10 Deputies upon contract execution.

BACKGROUND:

1 FTE Grade 10 Road Deputy funded and approved through the opioid fund. 2 FTE Grade 10 Road Deputies funded through the Bovey contract.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Bovey City Contract

Motion To: Approve the Law Enforcement Contract between Itasca County and the City of Bovey as amended.

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

LAW ENFORCEMENT CONTRACT

THIS AGREEMENT made and entered on this 1st day of January 2025, by and between the COUNTY OF ITASCA and the ITASCA COUNTY SHERIFF, hereinafter referred to as “County” and the CITY OF BOVEY hereinafter referred to as the “Municipality”.

WITNESSETH:

WHEREAS, the COUNTY has a statutory obligation to provide police protection within ITASCA County; and

WHEREAS, the MUNICIPALITY has determined that it is in the best interests of the MUNICIPALITY to continue to contract with the COUNTY for law enforcement services, thereby allowing for the allocation of overhead and other administrative costs over a larger population; and

WHEREAS, the parties to this Agreement intend to contract for law enforcement functions within the political boundaries of the MUNICIPALITY through the ITASCA County Sheriff; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provision of Minnesota Statutes § 471.59 and Minnesota Statutes § 436.05;

NOW THEREFORE, pursuant to the terms of the aforesaid statutes, and in consideration of the mutual covenants herein contained, it is agreed as follows:

1. That the County by way of the Sheriff agrees to provide police protection services within the corporate limits of the Municipality to the extent and in the manner as hereinafter set forth:
 - a. Except as otherwise hereinafter specifically set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of the ITASCA County Sheriff pursuant to Minnesota Laws, statutes, and city ordinances.
 - b. Except as otherwise hereinafter provided for, the standard level of service provided shall be the same basic level of service which is provided for the unincorporated areas of the County of Itasca, State of Minnesota.
 - c. Services purchased pursuant to this contract shall include enforcement of Minnesota State Statutes, including but not limited to the Traffic Code and the Criminal Code, as well as all local ordinances enacted in conformance therewith. Statutes and ordinances which prescribe enforcement by a different authority (i.e., the State Electrical Code, the Uniform Building Code) shall be excluded from this agreement. Ordinances pertaining exclusively to purely local city management matters (i.e., sewer and water collection) shall be excluded from this agreement. The Municipality shall be responsible for enforcement of the Municipal Zoning Code except that the Sheriff will enforce, only through the issuance of a citation, the nuisance ordinances conforming to State law; (i.e., junk cars, blight and refuse) and traffic ordinances; (i.e., parking and erratic driving.)
2. The manner and standards of performance, the discipline of peace officers and employees, and other matters incident to the provision of services under this Agreement, and the control

of personnel so employed, shall be subject solely to the control of the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. The COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents, and employees so as to facilitate the performance of this agreement. In order to facilitate a local presence of Sheriff's Deputies, the MUNICIPALITY shall, if requested by the COUNTY, provide a secure office for the Sheriff's Office Employees by having adequate space for two desks with chairs, limited public visibility, a local telephone line and an adequate internet connection with support as requested by the COUNTY. The MUNICIPALITY agrees to allow the COUNTY to install any equipment or hardware necessary for the implementation and usage of squad or body worn cameras. The MUNICIPALITY shall allow a sign indicating the location of its Sheriff's substation with appropriate telephone numbers to be displayed on the exterior of the building.
4. That the COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities for dispatching, cost of jail detention, evidence maintenance, sex offender compliance, gun permitting, state reporting and all supplies necessary to maintain the level of service to be rendered herein.
5. All deputy sheriffs, clerks, and all other COUNTY personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY for all purposes.
6. TERM
 - a. The COUNTY shall commence the provision of Law Enforcement Services on January 1, 2025, and this Agreement shall remain in effect for a period of four (4) years, unless earlier terminated by operation of law or pursuant to the terms of this Agreement.
 - b. This Agreement shall automatically renew for a period of one (1) year following the expiration of the initial four (4) year term and/or any renewal term with a 2.5 percent increase in cost unless otherwise agreed upon price.
 - c. Any Party may terminate this Agreement during or prior to the renewal term by providing notice by September 1st of each year. Notice of termination that is timely delivered shall be effective at the end of the initial or renewal term on December 31st. The Parties may voluntarily terminate this Agreement at any time by mutual agreement.
7. CONTRACTED HOURS AND COMPENSATION.
 - a. The minimum number of annual hours of service to be invoiced for licensed peace officers pursuant to this contract are 4,368 which is equivalent to 2 FTEs (full time employees). The annual hours of service shall provide for 24-hour call and general service. The number of hours each month may vary due to special events, seasonal adjustments and the availability of the County's employees. The COUNTY shall notify the MUNICIPALITY in writing prior to August 15 regarding any change in the minimum number of hours for the subsequent year.

- b. The MUNICIPALITY agrees to pay to the COUNTY a lump sum of law enforcement assessment of \$250,000.00 for law enforcement protection and retention during the 2025 calendar year, \$256,250.00 for law enforcement protection and retention during the 2026 calendar year, \$262,750 for law enforcement protection and retention during the 2027 calendar year, and \$269,250 for law enforcement protection and retention during the 2028 calendar ear.
 - c. Special events and special public safety incidents requiring scene security or integrity are not included in the annual hour of service calculation. The COUNTY will not invoice, and the MUNICIPALITY shall not pay the COUNTY. It shall be an agreed event.
 - d. The COUNTY shall bill the MUNICIPALITY on a yearly basis for the provision of Law Enforcement Services under this Agreement. The MUNICIPALITY shall pay the amount required in accordance with the Prompt Payment of Local Government Bills statute, Minnesota Statutes § 471.425, as amended.
- 8. The County shall provide for all costs and prosecution efforts with the respect to violations of Minnesota State Statutes charged by the Sheriff in the performance of this agreement. County prosecution services do not include building code, electrical code, or any municipal ordinance violations. All fines arising from such prosecutions shall accrue to the COUNTY. Violations of building codes, electrical codes, and municipal ordinances excluded from enforcement by this agreement shall be prosecuted by the MUNICIPALITY at its expense. All fines arising from the city directed prosecutions shall accrue to the MUNICIPALITY unless otherwise provided by law.
- 9. Pursuant to law, the Itasca County Finance Director shall remit to the MUNICIPALITY its share of all fines collected. The Municipality shall return to the County within 30 days all fine money attributable to prosecutions initiated by the Sheriff in accord with Paragraph 8 of this contract. The MUNICIPALITY shall keep and retain any fine money submitted by the ITASCA County Finance Director attributable to prosecutions initiated by the MUNICIPALITY.
- 10. For the purpose of maintaining cooperation, local control and general information on existing complaints and problems in said Municipality, one member of the Municipal Council, the Mayor or other person or persons shall be appointed by said Council to act as police commissioner(s) for said Municipality and shall make periodic contacts with and attend meetings with the Sheriff or their office in relation to the contract herein.
- 11. City of Bovey shall let Itasca County absorb needed equipment and work with the City to sell unused equipment, which revenue will go back to the city. Upon end of life of equipment, the City shall be given proceeds from sale of equipment.
- 12. Should the COUNTY come into an agreement with any other municipality, all municipalities shall be charged at the lowest negotiated rate.
- 13. LIABILITY
 - A. During the initial and any renewal terms of this Agreement the COUNTY shall maintain general, automotive, and workers compensation coverage through the Minnesota Counties Intergovernmental Trust at the coverage limits provided.

- B. Except as otherwise provided herein, the MUNICIPALITY shall not assume any liability for the direct payment of any salaries, wages, or other compensation to any of the COUNTY'S employees providing Law Enforcement Services to the MUNICIPALITY under this Agreement and the COUNTY hereby assumes said liabilities.
- C. Except as otherwise provided herein, the MUNICIPALITY shall not be liable for compensation or indemnity to any of the COUNTY'S employees for injury or sickness arising out of their employment with the COUNTY and/or provision of the Law Enforcement Services to the MUNICIPALITY, and the COUNTY agrees to defend, indemnify and hold the MUNICIPALITY harmless against any such claims.
- D. To the fullest extent permitted by law, the COUNTY agrees to defend, indemnify and hold harmless the MUNICIPALITY, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the COUNTY'S negligence or the COUNTY'S performance or failure to perform its obligations under this Agreement, except as set forth below. The parties agree this indemnity obligation shall survive the completion or termination of this Agreement.
- E. To the fullest extent permitted by law, the MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the MUNICIPALITY'S negligence or the MUNICIPALITY'S performance or failure to perform its obligations under this Agreement. The parties agree this indemnity obligation shall survive the completion or termination of this Agreement.
- F. The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, and its employees, officials and agents, for any claims related to the interpretation of or challenges to the validity of the MUNICIPALITY'S ordinances and building code enforcement.
- G. The failure to furnish Law Enforcement Services because of weather, road conditions, or the unavailability of personnel or equipment, shall not be a breach of this Agreement.
- H. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses. Nothing herein shall be construed to provide insurance coverage or indemnification to an employee, official or agent of any Party for any act or omission for which the employee, official or agent is guilty of malfeasance in office, willful neglect of duty or bad faith.

14. GENERAL PROVISIONS.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

- B. Assignment. The COUNTY may not assign this Agreement to any other person unless written consent is obtained from the MUNICIPALITY.
- C. Amendments. Except as to the provisions for contracted hours and compensation under paragraph 7, any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the COUNTY shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venue in ITASCA County, Minnesota.
- F. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- G. Notices. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to County: Itasca County Sheriff
 108 NE 5th Street
 Grand Rapids, MN 55313

Notice to City: City of Bovey
 402 2nd St.
 Bovey, MN 55709

Savings Clause. If a court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

- H. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, The MUNICIPALITY, by resolution duly adopted by its governing body, caused this agreement to be signed by its Mayor and attested by its Clerk; and the County of ITASCA, by the County Board of Commissioners, has caused this agreement to be signed by the Chairman, County Administrator, and by the ITASCA County Sheriff, effective on the day and year first above written.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

Dated: _____

COUNTY OF _____, MINNESOTA

By: _____
Its Board Chair

By: _____
Its County Administrator

and

By: _____
Its County Sheriff

IN WITNESS WHEREOF, the MUNICIPALITY has caused this Agreement to be signed by its Mayor and City Clerk.

Dated: _____

CITY OF _____, MINNESOTA

By: _____
Mayor

and

By: _____
City Clerk



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 11, 2025

REQUEST FOR BOARD ACTION: RBA-2025-262

DEPARTMENT: Administrative Services

TIME REQUESTED: 30 Minutes

PRESENTER: Chair

AGENDA ITEM:

Closed Session Re: Labor Negotiations

BOARD ACTION REQUESTED:

Hold a Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

BACKGROUND:

13D.03 CLOSED MEETINGS FOR LABOR NEGOTIATIONS STRATEGY.

Subdivision 2. Meeting must be recorded. (a) The proceedings of a closed meeting to discuss negotiation strategies shall be tape-recorded at the expense of the governing body. (b) The recording shall be preserved for two years after the contract is signed and shall be made available to the public after all labor contracts are signed by the governing body for the current budget period.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

2/11/2025

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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