



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, October 15, 2024

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
	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 Casey Venema
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 Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

1. Approve the minutes of the Tuesday, October 8, 2024 County Board Regular Session.

V. RECOMMENDED FOR CONSENT AGENDA

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1058210 with the State of Minnesota for State Project No. A3101-103 at the Grand Rapids/Itasca County Airport in the amount of \$12,460 and authorizes necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
----------------	--------------------------------	---------------------------------

2. Appoint Kim Clark to the vacant Resident Commissioner position on the Itasca County Housing and Redevelopment Authority (HRA), effective October 22, 2024, with an expiration date of December 31, 2025.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
----------------	--------------------------------	---------------------------------

3. Authorize the notice of intermediate and regular oral bid auction of timber to be given by publication in the official newspaper of the County as provided by law, and the Land Commissioner offers such tracts of timber in order which they appear in said notice for sale, and sale shall commence at 10:00 AM on Wednesday, December 11, 2024, at Cohasset Community Center.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
----------------	--------------------------------	---------------------------------

4. Approve tentative sponsorship of the proposed Effie Connection ATV Trail.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
----------------	--------------------------------	---------------------------------

5. Approve service contract with Widseth in the amount of \$93,090 for professional design, bidding, and construction management services for the Squaw Lake Multi-use Recreational Trail bridge and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
----------------	--------------------------------	---------------------------------

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of October 16, 2024, in the amount of \$2,529,599.87.

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

3. Green Space Options

County Administrator Brett Skyles provided information regarding possible options for the green space on the West side of the Government Center.

It was the consensus of the County Board to direct staff to proceed with the most recent rendering.

4. Facilities Department Position Reallocation

County Administrator Brett Skyles provided information regarding the request to approve a revised position description for a new Facilities Manager position, to authorize reallocation of the Grade 9 Facilities Management Supervisor position to the new Facilities Manager position, and to authorize Human Resources to seek a classification determination and unit clarification for the Facilities Manager position.

It was the consensus of the County Board to direct staff to proceed with seeking a classification determination and unit clarification for the Facilities Manager position, as updated.

5. Review and Approval of 2025 IMCare/DHS Contracts

Motion To: Approve the 2025 Families and Children and Seniors contracts between IMCare and DHS and authorize necessary signatures.

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

6. Designate County Road 59 as the Mason L. Hurlbut Memorial By-Way

Motion To: Designate County Road 59 as the Mason L. Hurlbut Memorial By-Way.

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

7. Designate County Road 57 as the Jack R. Ziemer MIA/POW Memorial By-Way

Motion To: Designate County Road 57 as the Jack R. Ziemer MIA/POW Memorial By-Way.

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

VII. COMMITTEE REPORTS

Commissioner Snyder reported on his attendance at a recent Itasca County Township Association (ICTA) meeting.

Commissioner Smith reported on his intention to attend the upcoming Energy Transition Town Hall meetings in the area.

Commissioner Venema reported on his attendance at recent Western Mesabi Mine Planning Board (WMMPB) and Itasca County Township Association (ICTA) meetings, as well as a meeting regarding a right-of-way encroachment.

Commissioner Johnson reported on his attendance at recent meetings regarding Assessor's Office business model and Grand Village employee insurance issue, as well as a meeting at the Blandin Foundation.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding recent grants received by the Sheriff and MIS Departments.

IX. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding the need to have final reports provided by Itasca Economic Development Corporation (IEDC) and Community and Economic Development Associates (CEDA).

Commissioner Smith provided comment regarding the recent Bowstring Airport Fly-In event.

Commissioner Johnson provided comment regarding the recent opening of the Swan River Roundabout and the expected opening of the County Road 61 bridge by the end of the week. Commissioner Johnson also encouraged the public to attend a community production at the Reif Center.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Johnson adjourned the meeting at 2:56 PM.

ATTEST


John Johnson
Chair of the County Board


Brett Skyles
Clerk of the County Board



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, October 8, 2024

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
	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 Cory Smith
SECONDER: Commissioner Casey Venema
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 Terry Snyder
SECONDER: Commissioner Cory Smith
AYES: Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT: District #4

1. Approve the minutes of the Tuesday, October 1, 2024 County Board Work 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. Appoint Janet Bilden to the Water Plan Implementation Committee (WPIC) fulfilling an unexpired District #3 vacancy effective October 8, 2024 through December 31, 2027.

2. Approve a three-year Memorandum of Agreement (MOA) between Itasca County and University of Minnesota Extension and authorize necessary signatures.
3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Grey Matter, LLC.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Recognition of County Employees
The following employees were recognized:

Farewell to Rick Royal, whose last day as a Network Telecommunication Specialist in the MIS Department was September 27, 2024, after 27+ years of service.

Congratulations to Rachel Duell who transferred from Social Worker to Social Worker HCBS in the HHS Department, which was effective September 29, 2024.

Congratulations to Kim Lybrook who transferred from Social Worker to Social Worker HCBS in the HHS Department, which was effective September 29, 2024.

Farewell to Vanessa Boehland, whose last day as a Child Support Officer with Health and Human Services was October 4, 2024, after 2+ years of service.

Welcome to new employee, Courtney Beck, Assistant County Attorney, with the Attorney's Department, which was effective September 30, 2024.

Welcome to new employee, Sadie Barrett, Social Worker, with the HHS Department, which was effective September 30, 2024.

Welcome to new employee, Brandi Hidde, Social Worker, with the HHS Department, which was effective October 1, 2024.

Welcome to new employee, Cody Dillinger, Sheriff's Deputy/Road Deputy, with the Sheriff's Department, which was effective October 3, 2024.

Congratulations to Matthew Norton who transferred from Eligibility Specialist to Accounting Technician in the HHS Department, which was effective September 29, 2024.

Congratulations to Katherine Maurer who transferred from Eligibility Specialist to Social Worker in the HHS Department, which was effective September 29, 2024.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

3. Employee Recognition – Continuous Years of Service
The following Itasca County employees who moved into a new benchmark recognition category during 2023 for continuous years of service were recognized:

5 continuous years – Brian Herschbach, Beau Thunshelle, Bandy Hanson, Anthony Wald, Katie Benes, Michael Loidolt, Cindy Bergman, Nathan O'Brien, Garrett Smith, Todd Perala, Jonathan Heinrich, Mark Wenho, Emilie Rondeau, Nathan Morris, Brenda Harthan, Trisha Erickson, Teresa Hoey, Jason Alstad, David Clark, Donald Roberts, Brandon Schmid, Angela Yeschick, Nicholas Schreiber, and Zachery Heinrich;

10 continuous years – Megan Perrington, Shane Troumbly, William Lindahl, Shelley Kebart, James Pietila, Vicki Sutherland, Shelly Ladoux, Tina Holets, Nikki Aronson, Keri Kessler, Erin Greniger, Marnie Chupurdia, Aaron Britton, Michelle Tessin, Karen Yurrick, and Jeffrey Diehl;

15 continuous years – Paul Blain, Joshua Nelson, Ryan Anttilla, Corey Hendershott, Joshua Oja, Michelle Anderson, Mark Ryan, Robert Rother, Andrew Furman, and Ryan Sutherland;

20 continuous years – Steven Worcester, Karin Grandia, and Elizabeth Whirley;

25 continuous years – Christopher Worth, Renata Rogalla, Peggy Wilson, Robin Johnson, and Shawn Racine; and

30 continuous years – Joyce Benes.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of October 9, 2024, in the amount of \$1,128,732.90.

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

5. Generator Maintenance Proposal

Motion To: Approve the three-year Generator Maintenance Proposal with Ziegler/Cat for both Courthouse on-site back-up generators and authorize necessary signatures.

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

6. Reschedule 2025 Budget & Levy Public Meeting

Motion To: Reschedule the 2025 Budget & Levy Public Meeting to Tuesday, December 3, 2024 beginning at 6:00 p.m. in the Itasca County Boardroom.

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

7. Lights On Afterschool Proclamation

Motion To: Adopt the Resolution re: Keeping the Lights On After School: A Proclamation, which proclaims October 24, 2024 as Lights on Afterschool in Itasca County, in cooperation with the national celebration of promoting the importance of quality afterschool programs for our children, families, and communities.

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

8. Storage Lease Agreement with ICAA

Motion To: Approve the 2024 Storage Lease Agreement with the Itasca County Agricultural Association and authorized the necessary signatures.

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

9. National Hunger and Homelessness Awareness Month

Motion To: Adopt the Resolution Re: National Hunger and Homelessness Awareness Month in Itasca County, which designates the month of November 2024 as National Hunger and Homelessness Awareness Month and November 17-23, 2024 as National Hunger and Homelessness Awareness Week in Itasca County.

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

VII. COMMISSIONER COMMENTS

Commissioner Snyder reported on his attendance at recent Fairgrounds Park Committee, Northern Counties Land Use Coordinating Board (NCLUCB), and Lake Jesse Township meetings, as well as a Forest Service Roads meeting.

Commissioner Smith reported on his attendance at a recent Forest Service Roads meeting.

Commissioner Venema reported on his attendance at recent Fair Board and Keewatin City Council meetings, as well as the Blandin Foundation Open House event.

Commissioner Johnson reported on his attendance at recent Blandin Foundation Open House and Habitat for Humanity Home Dedication events.

County Administrator Brett Skyles provided comment regarding the recent First Call for Help Open House event.

RECESS

Chair Johnson recessed the meeting at 2:53 PM.

RECONVENE

Chair Johnson reconvened the meeting at 3:00 PM, with all members present except District #4 vacant.

VIII. CLOSED SESSIONS

1. Closed Session Re: Labor Negotiations.

Motion To: Go into Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

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

Others Present: Labor Attorney Scott Lepak (via virtual presence), County Auditor/Treasurer Austin Rohling, and County Administrator Brett Skyles.

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
----------------	--

IX. ADJOURN

Chair Johnson adjourned the meeting at 3:35 PM.

ATTEST

John Johnson
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 15, 2024

REQUEST FOR BOARD ACTION: RBA-2024-404

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Matt Wegwerth

AGENDA ITEM:

Grant Agreement

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1058210 with the State of Minnesota for State Project No. A3101-103 at the Grand Rapids/Itasca County Airport in the amount of \$12,460 and authorizes necessary signatures.

BACKGROUND:

This proposed grant helps fund a planning study for the Taxiway A reconstruction project and design for the reconstruction of the south half of Taxiway A at the Grand Rapids / Itasca County Airport. The total cost of the project is \$249,200. The local share for the project is 5%, for a total of \$12,460, which will be shared 50/50 with the City. The total County share is \$6,230.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. State Agreement-GPZ-A3101-103-1058210

10/15/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
----------------	--------------------------------	---------------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 15, 2024

RESOLUTION

**RE: AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION**

BE IT RESOLVED by the County of Itasca as follows:

1. That the State of Minnesota Agreement No. 1058210, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3101-103 at the Grand Rapids/Itasca County Airport - Gordon Newstrom Field Airport is accepted.
2. That the County Board Chair and Clerk of the County Board are authorized to execute this Agreement and any amendments on behalf of the County of Itasca.

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and Grand Rapids-Itasca County Airport Commission acting through its Grand Rapids City Council as Fiscal Agent for the Itasca County/Grand Rapids Airport ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2028**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A3101-103** which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit 'A' Credit Application, Exhibit 'B' Request Letter, Exhibit 'C' Cost Split.

2 Grantee's Duties

- 2.1 Grantee will complete the project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
AIG-Taxiway A (North) Planning Study & Taxiway A (South) Reconstruction Phase 1 – Design	90%	5%	5%

Federal Committed:	\$ 224,280.00
State:	\$ 12,460.00
Grantee:	\$ 12,460.00

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by Grantee as a result of this agreement will not exceed \$0.00 provided that Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$12,460.00**.

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by Credit Application. Exhibit 'A', which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: **Upon completion of services.**

4.5.2 All Invoices Subject to Audit. All invoices are subject to audit, at State's discretion.

4.5.3 State's Payment Requirements. State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 Grantee Payment Requirements. Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representatives Are:

Matt Lebens, North Region Airports Engineer; (matthew.lebens@state.mn.us) and/or **Jessica McBroom**, Grant Specialist; (jessica.mcBroom@state.mn.us), or their successor.

State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Matt Wegwerth, Director of Public Works/City Engineer
 Phone: 218-326-7625
 Email: mwegwerth@ci.grand-rapids.mn.us
 City of Grand Rapids
 420 North Pokegama Ave
 Grand Rapids, MN 55744

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.
- 7.3 Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

- 10.1 Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with

applicable law.

10.2 Intellectual Property Rights.

10.2.1 **Intellectual Property Rights.** State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. “Works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. “Documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State’s Authorized Representative written notice thereof and must promptly furnish State’s Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee’s expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee’s or State’s opinion is likely to arise, Grantee must, at State’s discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee’s website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

- 14.1 Termination by the State or Commissioner of Administration.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4 Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

- 17 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of

this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee; however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.
- 20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 21 **Additional Provisions**
[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by
Minn. Stat. 16A.15 and 16C.05.

By:_____

Date:_____

SWIFT Contract #_____

SWIFT Purchase Order #_____

COMMISSIONER OF TRANSPORTATION, as delegated

By:_____

Date:_____

MnDOT CONTRACT MANAGEMENT, for form and execution

By:_____

Date:_____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant
agreement on behalf of the Grantee as required by applicable articles, bylaws,
resolutions, or ordinances.

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

RESOLUTION

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the **County of Itasca** as follows:

1. That the state of Minnesota Agreement No. **1058210**,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. **A3101-103** at the **Grand Rapids/Itasca County Airport-Gordon
Newstrom Field Airport** is accepted.
2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
County of Itasca.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the **County of Itasca** as follows:

1. That the state of Minnesota Agreement No. **1058210**,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. **A3101-103** at the **Grand Rapids/Itasca County Airport-Gordon
Newstrom Field Airport** is accepted.
2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
County of Itasca.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

***FINAL/PARTIAL (CIRCLE ONE)**

Municipality _____

By

Title

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

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

NOTARY PUBLIC

My Commission Expires:_____

GRAND RAPIDS - ITASCA COUNTY

AIRPORT

1500 SE 7th Avenue - Grand Rapids, MN 55744

May 28th, 2024

RE: Grand Rapids-Itasca County Airport
FFY 2024 Grant Request

Matt Lebens, P.E.
Airport Development Engineer
Minnesota Department of Transportation
Office of Aeronautics
395 John Ireland Blvd.
St. Paul, MN 55155

EXHIBIT B

Dear Mr. Lebens:

The City of Grand Rapids is requesting a grant from the Federal Aviation Administration (FAA) for the Grand Rapids-Itasca County Airport for Federal Fiscal Year 2024. The grant request is for a planning study for the Taxiway A (North 2,900 feet) reconstruction project and design for the reconstruction of the south half (2,800 feet) of Taxiway A. The City is requesting Bipartisan Infrastructure Law (BIL) Airport Improvement Grant (AIG) funds for this project. Associated costs with this project are as follows:

Taxiway A (North) Planning Study (SEH)	\$ 54,900.00
Taxiway A (South) Reconstruction Phase 1 – Design (SEH)	\$ 188,400.00
Independent Fee Estimate (Becher Hoppe)	\$ 3,900.00
City of Grand Rapids – Administrative Costs	\$ 2,000.00
TOTAL PROJECT COSTS:	\$ 249,200.00

The City of Grand Rapids is requesting federal FAA entitlement participation for this project at 90 percent (\$224,280), a state fund request of 5% (\$12,460) and a local share of 5% (\$12,460) for a total grant request of \$245,300.

Please contact me if you have any questions.

Sincerely,



Matt Wegwerth, PE
Public Works Director, City Engineer
City of Grand Rapids, Minnesota

EXHIBIT C

Airport: Grand Rapids/Itasca County Airport-Gordon Newstrom Field

Airport Authority:City of Grand Rapids

Ident:GPZ

State Project No.:A3101-103

Agreement No.:1058210

Federal Project No.:3-27-0037-30-24

Project Description: AIG-Taxiway A (North) Planning Study & Taxiway A (South) Reconstruction Phase 1 - Design

Version: 06/24/2024 App

Construction	Description	Total	Funding Rates		Federal		State		Local
	CONSTRUCTION SUBTOTAL	\$ -			\$ -		\$ -		\$ -
Engineering	Description	Total	Federal	State	Federal		State		Local
	Taxiway A (North) Planning Study (SEH)	\$ 54,900.00	90.00%	5.00%	\$ 49,410.00		\$ 2,745.00		\$ 2,745.00
	Taxiway A (South) Reconstruction Phase 1 – Design (SEH)	\$ 188,400.00	90.00%	5.00%	\$ 169,560.00		\$ 9,420.00		\$ 9,420.00
	ENGINEERING SUBTOTAL	\$ 243,300.00			\$ 218,970.00		\$ 12,165.00		\$ 12,165.00
Administration	Description	Total	Federal	State	Federal		State		Local
	Independent Fee Estimate (Becher Hoppe)	\$ 3,900.00	90.00%	5.00%	\$ 3,510.00		\$ 195.00		\$ 195.00
	City of Grand Rapids – Administrative Costs	\$ 2,000.00	90.00%	5.00%	\$ 1,800.00		\$ 100.00		\$ 100.00
	ADMINISTRATION SUBTOTAL	\$ 5,900.00			\$ 5,310.00		\$ 295.00		\$ 295.00
	Total (before adjustments)	\$ 249,200.00			\$ 224,280.00		\$ 12,460.00		\$ 12,460.00
	Grant Amounts	\$ 249,200.00			\$ 224,280.00		\$ 12,460.00		\$ 12,460.00
	Overall Share Percentages				90.00%		5.00%		5.00%



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 15, 2024

REQUEST FOR BOARD ACTION: RBA-2024-407

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Housing and Redevelopment Authority Appointment

BOARD ACTION REQUESTED:

Appoint Kim Clark to the vacant Resident Commissioner position on the Itasca County Housing and Redevelopment Authority (HRA), effective October 22, 2024, with an expiration date of December 31, 2025.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Recommendation to County Board 10.2024
2. Resident Commissioner Information

10/15/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
----------------	--------------------------------	---------------------------------



October 8, 2024

Mr. John Johnson, Chair
Itasca County Board of Commissioners
123 NE 4th Street
Grand Rapids, MN 55744

SUBJECT: Resident Board Member – Itasca County HRA Board

Dear Chair Johnson and Members of the Board:

In accordance with 24 CFR Part 964, Itasca County HRA is required to solicit board membership of not less than 1 member who is a direct recipient of our public housing or Section 8 tenant-based rental assistance program to be a "resident board member". The regular term of appointment, in accordance with MN State Law, is five (5) years. Our current resident commissioner recently resigned her position. We are requesting that the County Board appoint a resident commissioner to the HRA Board to fill the remainder of her term, which expires December 31, 2025.

A mailing was sent to all public housing residents and those persons currently receiving rental assistance through the Section 8 Housing Choice Voucher (HCV) program. This mailing went to approximately 490 households. A subcommittee of two board members and two staff members reviewed the four letters of interest received in response to the mailing and made a recommendation to the HRA board. The Itasca County HRA Board recommends the appointment of Ms. Kim Clark, a resident of our public housing, to the Itasca County HRA Board of Commissioners to fill the "Resident Commissioner" position.

I have enclosed a one-page summary of the federal and state requirements relating to a resident board member for your reference.

I request that the County Board formally appoint Ms. Clark to the Itasca County HRA Board effective as soon as possible to fill the unexpired term. Please do not hesitate to call me at the ICHRA offices at 326-7978 ext. 111 or email me at diane@itascacountyhra.org if you have any questions or concerns.

Sincerely,

A handwritten signature in dark ink, appearing to read "Diane R. Larson".

Diane R. Larson
Executive Director

cc: Amanda Schultz, Deputy Clerk to the County Board
Pat Casey, ICHRA Board Chair

CREATING AFFORDABLE HOUSING OPPORTUNITIES

PHONE: (218)326-7978
FAX: (218)326-8031

WEB: WWW.ITASCACOUNTYHRA.ORG

1115 NW 4TH STREET
GRAND RAPIDS, MN 55744



Resident Commissioner Information

Federal – related information:

- ❖ Federal register (24 CFR Part 964) “Required Resident Membership on Board of Directors or Similar Governing Body”
- ❖ Final rule effective November 22, 1999
- ❖ Requires membership on the board of each public housing agency of not less than 1 member who is directly assisted by the public housing agency
- ❖ Rule applies to any PHA that has a public housing annual contributions contract with HUD or that administers Section 8 tenant-based rental assistance.
- ❖ Small PHA exception: a) must have less than 300 public housing units b) provide reasonable (not less than 30 days) notice to the resident advisory board of the opportunity for residents to serve on the governing board c) must not be notified of the intention of any resident to participate on the governing board within a reasonable time and d) must do this process annually

State – related information:

- ❖ State of MN addressed new federal mandate in their 2000 legislative session
- ❖ State law changed – effective 8/01/00
- ❖ Previous wording of “5 members...” changed to read “five up to seven commissioners”.
- ❖ If any additional commissioners are appointed, one of the commissioners must be appointed in accordance with the requirements of 24 CFR 964.

Itasca County HRA Process:

- ❖ Memo sent to all persons 1) living in public housing and 2) participating in the Section 8 rental assistance program
- ❖ Bylaws revised to reflect new board membership
- ❖ HRA board and Executive Director review all letters of interest or nominations received
- ❖ Recommendation made to the County Board for appointment
- ❖ Actual appointment made by the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 15, 2024

REQUEST FOR BOARD ACTION: RBA-2024-397

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

Notice of Oral Auction of Timber

BOARD ACTION REQUESTED:

Authorize the notice of intermediate and regular oral bid auction of timber to be given by publication in the official newspaper of the County as provided by law, and the Land Commissioner offers such tracts of timber in order which they appear in said notice for sale, and sale shall commence at 10:00 AM on Wednesday, December 11, 2024, at Cohasset Community Center.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Timber Auction Notice - December 2024

10/15/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
----------------	--------------------------------	---------------------------------

NOTICE OF INTERMEDIATE AND REGULAR TIMBER AUCTION SALE

Itasca County Forest Lands are FSC Certified by
NEPCo, NC-FM/COC-001709; FSC 100%

Pursuant to the October 22, 2024, official action of the Itasca County Board of Commissioners and under the provisions of Minnesota Statute 282.04, as amended, timber on tax-forfeited land within Itasca County will be offered for sale WITHOUT the sale of land at an Intermediate and Regular Auction at **10:00 A.M. on Wednesday, December 11, 2024, at the Cohasset Community Center, Cohasset, MN.** Timber will be sold to the highest bidder at not less than the appraised value listed in the Timber Report. Bidding shall be by ORAL BID ONLY. Bid up shall be by two (or even numbered) percent increments, the percent bid up to be added to the appraised price. Itasca County reserves the right to accept or reject any or all bids. **Prior to being able to bid on county timber auctions, eligible bidders must sign a one-time affidavit of compliance and the bidder must be listed on the Minnesota DNR Qualified Purchasers list, in good standing, as provided for in Minnesota statute 90.145.** All bidders who have not previously registered (i.e. signed Affidavit of Compliance) must register prior to 4:30 p.m. on Tuesday, December 10, 2024. Interested bidders are responsible to know and comply with all permit regulations and eligibility limits. Bidders must be 18 years and older and in good standing with Itasca County. No bidder can act in any capacity on behalf of a non-qualifying operation for the purpose of procuring rights to timber from Itasca County. No bid will be accepted from any bidder having a delinquent or uncollectible timber permit account or a pending timber trespass with a county, state, or federal agency. Violation of eligibility limits will result in loss of down payment and/or loss of privilege to purchase stumpage from Itasca County.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 15, 2024

REQUEST FOR BOARD ACTION: RBA-2024-408

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Tentative Sponsorship for the Effie Connection ATV Trail

BOARD ACTION REQUESTED:

Approve tentative sponsorship of the proposed Effie Connection ATV Trail.

BACKGROUND:

A public informational meeting was held on September 25, 2024. A total of 16+ attendees were present at the meeting. The overall support of the project from the community and the businesses was very positive. The next step is for the club to request tentative sponsorship and enter into an agreement that outlines the duties and responsibilities of both the sponsor and the clubs upon Grant-in-Aid approval by the state. All trail proposals go to the DNR for GIA review and approval. All permits and agreements are then obtained, then the clubs request final sponsorship.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

10/15/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
----------------	--------------------------------	---------------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 15, 2024

REQUEST FOR BOARD ACTION: RBA-2024-410

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Contract Services for Squaw Lake Multi-use Recreational Trail Bridge

BOARD ACTION REQUESTED:

Approve service contract with Widseth in the amount of \$93,090 for professional design, bidding, and construction management services for the Squaw Lake Multi-use Recreational Trail bridge and authorize necessary signatures.

BACKGROUND:

We received three proposals for professional design, bidding, and construction management services for the Squaw Lake Multi-use Recreational Trail bridge. Widseth came in with the lowest proposal at \$93,090. We received a \$143,834 proposal from Bolten & Menk, and a \$202,250 proposal from SEH, Inc. Our department's recommendation is to enter into a contract services agreement with Widseth as the lowest proposal packet to move this project forward.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Widseth trail bridge proposal cost packet

10/15/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/22/2024 2:30 PM
----------------	--------------------------------	---------------------------------

**CONFIRMATION OF REQUEST
FOR
ENGINEERING SERVICES****CLIENT:** Itasca County Land Department**LOCATION:** Grand Rapids, Minnesota**SERVICE REQUESTED BY:** Sara Thompson**DATE:** August 30, 2024**PROJECT:** New Trail Bridge over channel at S Lake

DESCRIPTION OF WORK INVOLVED: Complete field topo and hydraulic survey. Prepare hydraulic analysis, bridge and trail plans and supporting documents as outlined in the attached Work Plan/Cost estimate for a new Trail Bridge over channel between Round and Natures Lakes. Bridge will parallel MnDot Bridge on TH 46. Widseth will coordinate the Geotechnical work, Geotechnical firm to invoice the County directly.

Assist County with Bidding, Contract Administration and Construction Inspection Services

ESTIMATED ENGINEERING COSTS:**WSN LABOR & EXPENSES**Bridge and Trail Plans
Bidding, CA and Inspection\$37,940.00
\$55,150.00

See attached Work Plan/Cost Estimate for breakdown of costs. Costs do not include Geotechnical Report which will be billed to County direct by provider, estimated cost is \$8500.00.

Inspection costs based on 25 days of full time Inspection; we are willing to work with County staff if they have some availability to provide inspection services. If the construction schedule requires more than 25 days of onsite inspection time extra time will be billed as an additional service.

TIME SCHEDULE FOR SERVICES: Complete signed plans by April 15, 2025, based on notice to proceed by September 15, 2024.

BILLING METHOD:☒ Hourly
☐ Percentage
☐ Lump Sum
☐ Other**BILLING SCHEDULE:**☒ Monthly
☐ Phased
☐ Upon Completion

REMARKS: Billing to be on an hourly basis per attached Fee Schedule and General Provisions. WSN will not exceed stated cost without additional authorization from client.

WIDSETH

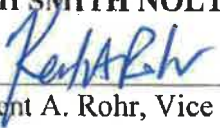
WIDSETH SMITH NOLTING agrees to perform the described work as set forth above. The CLIENT agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:

APPROVED:

WIDSETH SMITH NOLTING & ASSOC INC

BY:


Kent A. Rohr, Vice President

BY:

DATE:

Widseth: Work Plan/Cost Estimate for Itasca County S Lake Ped Bridge
Cost based on replacement structure being single span prefabricated Bridge structure
30-Aug-24

WORK TASK NO. AND SUBTASK	ELEMENT OF WORK	Design Services								Total Item Cost
		Project Engineer \$195.00 Engineer IV	Project Engineer/ Land Surveyor \$185.00 Engineer III	Project Engineer \$160.00 Engineer II	Design Engineer \$135.00 Engineer I	Engineering Technician \$150.00 Technician IV	Engineering Technician \$135.00 Technician III	Engineering Technician \$115.00 Technician II	Expenses	
4	Design Services									
1	Complete field topo and hydraulic survey		2			16	12			\$4,390.00
2	Hydraulic Analysis, Scour and Risk Assessment	4			16					\$2,840.00
3	Scoping of Alternate Designs, structure type and profile options	2				4				\$990.00
4	Coordinate Geotechnical Investigation and Report			2						\$320.00
5	Prepare Preliminary Bridge Plans	2		12		8	24			\$6,750.00
6	Construction limits, determine right-of-way needs			2		4				\$920.00
7	Prepare Trail plan to tie into existing		4			8	16			\$4,100.00
8	Final Bridge Plans	4		28		16	48			\$14,140.00
9	QA/QC review		8							\$1,480.00
10	Submit Final Plans, SP, Estimate and Rating forms	2		2		8				\$1,910.00
	Bridge Design Subtotal									\$37,940.00
11	Assemble Bid Packets	8		20						\$4,760.00
12	Assist with Bidding	4		12						\$2,700.00
13	Assist with Contract Administration	12		12					\$250.00	\$4,510.00
14	Construction Inspection					250			\$2,500.00	\$40,000.00
15	Project closeout			8		12			\$100.00	\$3,180.00
	Bidding and Construction Subtotal									\$55,150.00
	Project Total									\$83,090.00
	TOTAL HOURS	38	14	98	16	328	100	0		592
	TOTAL COST	\$7,410.00	\$2,590.00	\$15,880.00	\$2,160.00	\$48,900.00	\$13,500.00	\$0.00	\$	\$93,090.00

Final Bridge Package includes Signed Plans, SB Specifications, Engineers Estimate, Checklists, Material Testing Forms and Bridge Rating
AutocAD staking and control information will be provided to the County.
Trail Tie-in costs based on 100' of grading on each side of the bridge

2024 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$135 / Hour
Level II	\$160 / Hour
Level III	\$185 / Hour
Level IV	\$195 / Hour
Level V	\$205 / Hour
Technician	
Level I	\$ 90 / Hour
Level II	\$115 / Hour
Level III	\$135 / Hour
Level IV	\$150 / Hour
Level V	\$165 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$140 / Hour
Marketing Specialist	\$123 / Hour
Funding Specialist	\$110 / Hour
Administrative Assistant	\$ 82 / Hour
OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Hydrographic Survey System	\$500 / Day
Subcontractors	Cost plus 10%
REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFIs are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 15, 2024

REQUEST FOR BOARD ACTION: RBA-2024-104

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 15, 2024

REQUEST FOR BOARD ACTION: RBA-2024-378

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 October 16, 2024, in the amount of \$2,529,599.87.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
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, October 15, 2024

REQUEST FOR BOARD ACTION: RBA-2024-403

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Green Space Options

BOARD ACTION REQUESTED:

Discuss possible options for green space on West side of Government Center.

BACKGROUND:

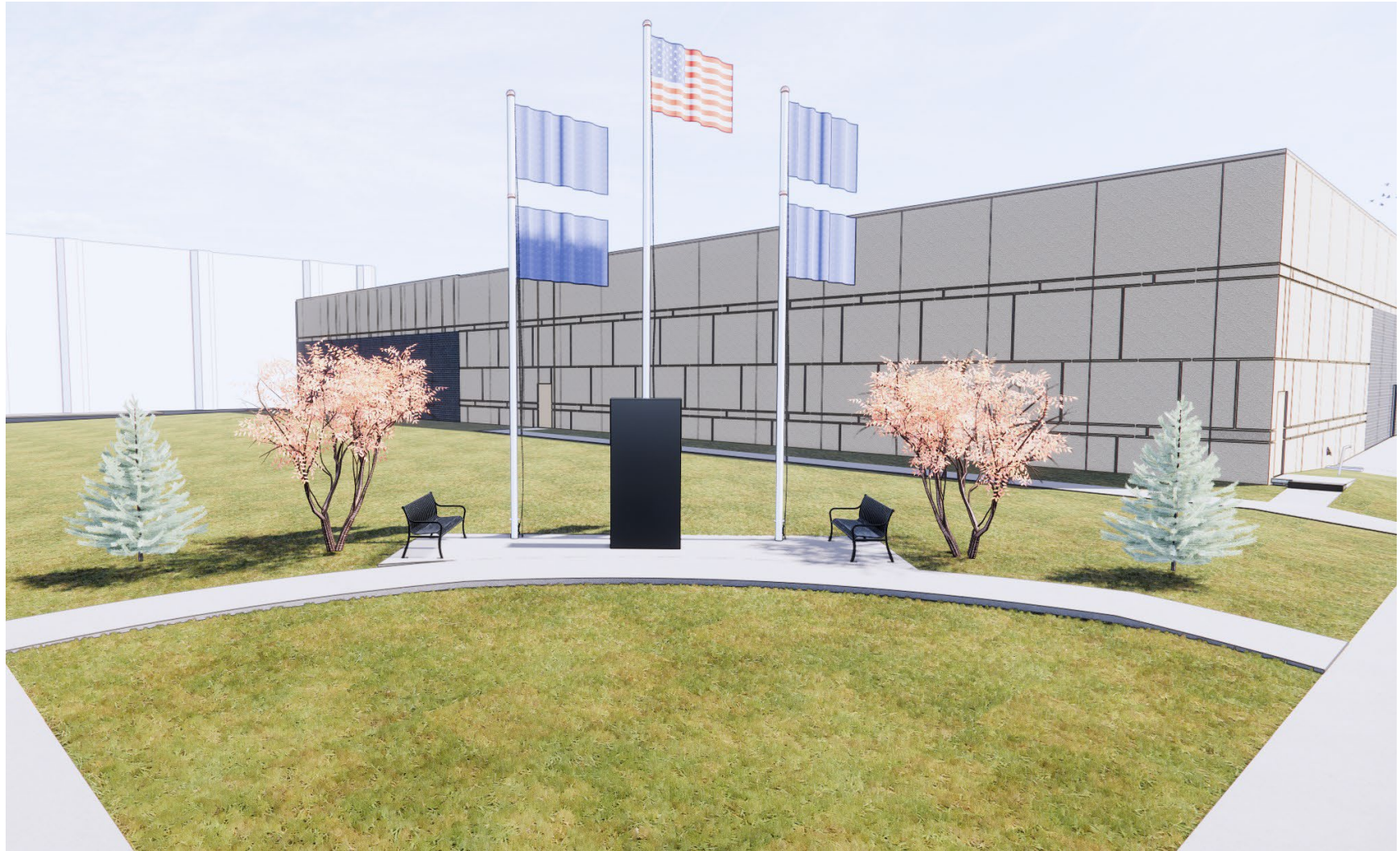
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Monument Rendering

It was the consensus of the County Board to direct staff to proceed with the most recent rendering.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 15, 2024

REQUEST FOR BOARD ACTION: RBA-2024-409

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Facilities Manager Position Approval and Reallocation

BOARD ACTION REQUESTED:

Approve revised position description for new Facilities Manager position, authorize reallocation of Grade 9 Facilities Management Supervisor position to a new Facilities Manager position, and authorize HR to seek a classification determination and unit clarification for the Facilities Manager position.

BACKGROUND:

The Board was recently presented with a proposed position description for a new Facilities Manager position, and requested changes be made to the minimum and preferred qualifications for the position. Based on board direction, a revised position description is attached. If approved, it is requested that the Board authorize a reallocation of headcount from a Facilities Management Supervisor position (currently vacant) to a new Facilities Manager position. It is further requested that the Board authorize HR Director to seek a classification determination and unit clarification for the new Facilities Manager position.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Facilities Manager Draft 2 100824

It was the consensus of the County Board to direct staff to proceed with seeking a classification determination and unit clarification for the Facilities Manager position, as amended.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--



Draft

Screen

ITASCA COUNTY JOB DESCRIPTION

(This job description is not intended to be an all-encompassing list of responsibilities, skills, efforts or working conditions, nor does it limit the assignment of related duties to this classification.)

Job Title: Facilities Manager

Department: Facility Management

Classification: Grade TBD Labor Group TBD

FLSA Status: Exempt;

Position Description: Responsible for overall facility planning and space planning; administration of capital projects for all County facilities; oversees the maintenance and functions of all building mechanical operations; cleaning of facilities and equipment; and management of staff. Builds collaborative relationships and communications processes with internal and external partners to meet shared objectives.

Supervisor: County Administrator

Total # positions that report directly to this job: 13

Total # positions that report indirectly to this job: 0

Machines or equipment used regularly in this job: Building automation systems, Security access systems, Fire alarm systems, Backup electrical generators, Electrical meters, HVAC test equipment, computers; and hot water boilers.

Job qualifications including education, experience, license, certificates, etc.:

Minimum Qualifications (Pass/Fail):

- ~~• Bachelor's degree or higher in Construction Management, Mechanical Engineering, Facilities Management, Business Administration, Public Administration or related field of study. High school graduate or equivalent.~~
- 5 years progressively responsible experience in facilities and grounds management or a related area;
- 3 years supervisory experience (i.e., hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other employees, direction of the work of other employees, or adjustment of other employees' grievances on behalf of the employer)
- Valid driver's license and reliable means of transportation
- ~~• Minimum 1st Class "C" Boiler License OR 2nd Class "C" Boiler License with the ability obtain 1st Class "C" Boiler License within 6 months of employment.~~
- Minnesota Pollution Control Agency Underground Storage Tank Class A Operator certification **OR** obtain within 6 months of employment.
- 1-year education and/or work experience operating personal computers
- Successful completion of a federal criminal justice background check contingent upon a job offer.

Job Title: Facilities Manager

Date: 01/17/2024

Knowledge, Skills & Abilities

Knowledge:

- Advanced principles and practices of commercial building operations, maintenance, and repair; of various mechanical, electrical, plumbing and HVAC controls and systems; of various fire, security and building automation systems; of the use of tools, test equipment and materials commonly used in building maintenance, HVAC, electrical, plumbing and repairs on miscellaneous related projects; of building and safety regulations and codes; occupational hazards and safety precautions associated with the trades.
- Principles and methods of supervision, budgeting and training

Skills: good mechanical aptitude; effective written and verbal communication skills; use of tools, test equipment and materials commonly used in building maintenance and repairs on HVAC, electrical, plumbing, and miscellaneous related projects; supervision; good steward to the taxpayer.

Ability to:

- Provide quality customer service.
- Analyze data and present recommendations
- Establish and maintain professional relationships with contractors, vendors, department heads and County staff.
- Effectively communicate verbally and in writing, especially to convey advanced technical information to others with varying levels of technical knowledge.

Preferred Qualifications:

- Associates/Technical degree or higher in Construction Management, Mechanical Engineering, Facilities Management, Business Administration, Public Administration or related field of study
- Work experience developing and ~~administering~~ managing departmental budgets;
- Experience or technical knowledge in the following areas: electrical, carpentry, plumbing, HVAC equipment, building automative systems, energy management systems, preventive maintenance and OSHA standards. ~~Work experience estimating space and planning facility layouts;~~
- Class "C" or higher Boiler license.
- Work experience negotiating and administering contracts with architects, planners, ~~vendor~~ technical service providers, etc.
- ~~Work experience involving operation and maintenance of Building Automation Systems.~~
- Facilities and grounds management experience beyond the minimum above
- Supervisory work experience beyond the minimum above
- ~~Work experience with energy management system~~

Duties and Responsibilities

Percentage of Time (100%): Time spent performing the duty and responsibility.

Essential Function (E): The basic job duties that an employee must be able to perform, with or without reasonable accommodation. If the position exists to perform that duty, it is an essential function.

Non-essential Function (NE): Marginal duties that have limited or no consequences should the duties not be performed by the particular position.

%	E or NE	Duties and Responsibilities
10%	E	Strategic Planning/Project Management • Develop, formulate, and implement strategic plans, goals, objectives, standards and controls necessary for the administration of the County's facilities. • Provide project management oversight for all technology-related project steps including problem identification, evaluation of potential solutions, solution design, development, testing and implementation.
5%	E	Financial Management • Prepare and manage the county-wide Facilities budget, and associated Capital Improvement Project budget • Coordinate budgetary impacts with Itasca Resource Center • Organize and allocate resources to various functions based upon approved budgets. Approval and coding of departmental invoices
35%	E	Supervisory Administration • Lead and direct operations of the Facilities Department. • Lead staff in developing and implementing a department mission; develop departmental goals; prioritize a service delivery plan in alignment with the county mission and budget. • Create a work culture that engages employees, promotes growth, and contributes to the effective and efficient delivery of services. • Responsible for:—hire, transfer, promote, suspend, discharge, train, coach, assignment, reward, discipline, direction of work, adjust grievance(s) as provided by collective bargaining agreement(s), complete performance review(s).
10%	E	Security • Maintain county buildings for security, security policies and common security threats or vulnerabilities. • Address/respond to any alarms or alerts • Implement security changes approved by County Board or as directed by County Administrator.
20%	E	Building/Grounds maintenance / Energy systems: • Maintain building plans and specifications on new and existing equipment • Address/respond to any alarms or alerts

Job Title: Facilities Manager

Date: 01/17/2024

		• Troubleshoot equipment failures, and communicate problems to vendor, and/or assist in temporary/permanent repairs, and insure staffing availability for trouble shooting and repairs, that may occur 7 days/week - 24 hours/day. • <u>Ensure HVAC systems and computer control programs are monitored, serviced and repaired.</u> • Maintains Americans with Disabilities (ADA) compliance of county facilities. • Ensure safe and clean common workspaces, public spaces and grounds at all County facilities. • <u>Ensure-Develop routine-regular maintenance is-scheduled-and completed-and repair schedules and ensure adherence.</u> • Support Risk/Safety Manager in keeping facilities in compliance with OSHA laws. • Oversee outdoor/grounds maintenance to ensure lawns and grounds are maintained at County-owned facilities.
10%		Fleet Management • Assist in management of fleet vehicles and equipment including acquisition, re-sale, and capital planning with Department Heads who are responsible for maintenance and repair.
10%	E	Contractor/vendor oversight: • Contracts with and oversees HVAC and Building Automation contractors, electrical contractors, plumbing contractors and associated building maintenance contractors and vendors.
		Regular attendance on the job.
		Perform other duties as delegated.

Annual Budget Data:

Identify the average annual dollar amount this job impacts:

Capital budget:

\$ Description:

Operating budget:

\$ Description:

Payroll budget:

\$ Description:

Other Financial Measures (i.e., transfer payments, collections, reimbursements):

\$ Description:

Working Conditions:

Critical Demand: Definitions of the Critical Demand are below.

Frequency Key (Total cumulative amount of time during a day completing the job function. *i.e., bending to open a file drawer can take only seconds of time so the total cumulative during a day may amount to R or possibly O*):

(N) Never	NA
(R) Rarely	1-5% of the day = < ½ hr.
(O) Occasionally	6-33% of the day = ½ hr. to 2 hrs.
(F) Frequently	34-66% of the day = 2–5 hrs.
(C) Continuously	67%+ of the day = > 5 hrs.

Description: List the job function(s) that describes the work being performed in the Critical Demand.

i.e., Lift Low-Level under 10 lbs. – place an R in the Frequency column as the cumulative amount of time a day spent doing these job function(s). Then list those job function(s) in the description line – lifting file folders.

i.e., Lift Mid-Range 25 – 50 lbs. – place an R in the Frequency column as the cumulative amount of time a day spent doing these job function(s). Then list those job function(s) in the description line – box of paper from cart to countertop.

Critical Demand	Frequency		Description
Lift			
Low-level			
	Under 10 lbs.	O	Hand tools, cleaning supplies
	10-25 lbs.	O	10# jug of chemical with handle to 4'2" shelf
	26-50 lbs.	O	50# box of paper, no handles; 50# 5-gal. pail of floor stripper, handle on top of cardboard box at 18-24"
	50+ lbs.	R	
Mid-Range			
	Under 10 lbs.	R	Hand tools, 10# jug cleaning supplies from cart
	10-25 lbs.	R	14# box of garbage can liners from 4'2" shelf
	26-50 lbs.	R	30# printer, 20# PC tower, 30-49# partially empty bag of salt
	50+ lbs.	R	50# bag of salt from 4 ft stack, no handles
Overhead			
	Under 10 lbs.	R	Hand tools, cleaning supplies onto 7ft shelf, 5'5" shelf
	10-25 lbs.	R	14# box of garbage can liners, 5'5" shelf
	26-50 lbs.	R	35# bags of garbage into 5ft high dumpster, 10-12 bags
	50+ lbs.	R	
Positional			
	Under 10 lbs.	R	Lifting and holding keyboard in place during installation

Job Title: Facilities Manager**Date:** 01/17/2024

	10-25 lbs.	N	
	26-50 lbs.	R	90# cubicle panels, 5ft wide, 5-7 ft tall (tipping up and maneuvering into place)
	50+ lbs.	N	
Carry	Under 10 lbs.	O	Hand tools, cleaning supplies, 300 ft
	10-25 lbs.	O	Cleaning supplies, maintenance items 300 ft
	26-50 lbs.	O	35# bag of garbage, 150 ft
	50+ lbs.	R	
	Marginal: Dolly available	R	
Push / Pull	Under 10 lbs.	O	Cleaning cart, 2-wheel dolly, vacuuming (2 hrs.)
	10-25 lbs.	O	2-wheel dolly
	26-50 lbs.	O	Shoveling snow, pushing into handheld drill or screwdriver
	50+ lbs.	O	55# force to Push/Pull/Turn mechanical lift device
Reach		O	Forward, lateral, and overhead to clean bathroom surfaces, top of cubicle walls (6-7 ft), change dispensers and filters (2-3 ft forward reach)
Forward Bend Standing		R	Cleaning or repairing toilet, shoveling
Forward Bend Sitting		R	Marginal: Can be done in Low Work position General maintenance work
Rotation		F	Mopping, sweeping, vacuuming, 3-4 hrs.
Standing		R	Observing machine or workspace, checking for leaks
Standing Work		C	Floor care, general cleaning, maintenance, repair, installation, moving and/or re-arranging equipment and supplies
Sitting		O	Computer work, training
Squatting		O	Misc. items/trash from floor, rugs, empty/replace garbage bags
Low Work			
Crouch		O	Use putty knife to remove gum, cleaning, painting, stripping floors

Job Title: Facilities Manager**Date:** 01/17/2024

Kneel – ½ Kneel		O	Use putty knife to remove gum, cleaning, painting, stripping floors
Crawl		O	Cleaning and maintenance work; work in crawl space under buildings
Balance		R	Working on slippery floor during stripping process, ladders, mechanical lift, replace filters and shovel on roof
Walking		F	Approximately 80% indoor, 20% outdoor, around entire building and grounds
Stair Climb		O	1 flight up to roof; 19 steps from main floor to office space, stairways up to 20 steps
Ladder Climb		R	Folding ladder: repair ceiling tiles/scissions, replace light bulbs
Climb		R	Ramps around building
Use of Hands:			
Grip		C	Open bottles of chemicals, valves, spray bottle, trigger on hand tools
Pinch		C	Connecting wiring, safety clamps/fasteners, nuts/bolts/screws
Finger		C	Keyboard, operate control panels on equipment, telephone keypad
Handle		C	Mop/hand-held tools, cleaning supplies, filters/belts
Driving		O	25 minutes one-way on highway; multiple trips to hardware store 10 minutes one-way, 60 minutes snow plowing parking lot
Sensory:			
Vision		C	Adequate to perform essential functions of job
Hearing		C	Adequate to perform essential functions of job
Talk/Speak		C	Adequate to perform essential functions of job
Taste/Smell		C	Adequate to perform essential functions of job

Physical Environment: Using the Critical Demand definitions, place an “X” if the position has the Physical Environment described. If not, leave blank. List the job function(s) performed in the Physical Environment.

X	Critical Demand	List:
X	Exposure to Weather	Shovel, roof, outdoor maintenance

Job Title: Facilities Manager

Date: 01/17/2024

X	Critical Demand	List:
X	Extreme Heat (not weather related)	Working in the boiler room
X	Extreme Cold (not weather related)	Walk in freezer/refrigerator
X	Extreme Wet/Humid (not weather related)	Sprinkler break, plumbing breakdowns/repairs/cleanup
X	Extreme Noise	Floor scrubber, generator
	Vibration	
X	Mechanical Hazards	HVAC Units (belts/blowers)
X	Electrical Hazards	electrical switches, HVAC equipment
X	Burns	Kitchen equipment (stoves, ovens), water heaters, boilers
X	Confined Spaces	Crawl space under Courthouse
	Explosives	
	Radiant Energy	
	Unprotected Heights	
	Atmospheric Conditions	
X	Elevated Surfaces	Ladders, roof
X	Chemicals (Caustic or Toxic	Cleaning products, floor stripper, drain cleaners, lubricants, maintenance chemicals
X	Blood-borne Pathogen &/or Biomedical/Microorganisms	Classrooms, restrooms, drain cleaning, bodily fluids
X	Slippery Surfaces	Ice on sidewalk, stripping floors
	Moving Objects	
X	Traffic	Parking Lot
	Other	

Place an "X" if the position has the working condition described. If not, leave blank.

X	Works Alone
X	Customer/Public Contact
X	Clients with Behavioral Challenges
	Shift Work

	Extended Day
X	Indoors
X	Outdoors

Mental Demands:

X	Frequent Contact with People
	Irregular Work Schedule
	Supervisory Skills
X	Detailed Work
X	Frequent Interruptions

X	Decision Making Skills
X	Concentration
X	Ability to Work Independently
	Multiple Concurrent Tasks
	Frequent Deadlines

Personal Protective Equipment:

X	Hearing Protection
X	Eye Protection
X	Face Shield
	Steel toe shoes/boots
X	Slip Resistant Footwear

X	Gloves (heat, cold, sharp)
X	Breathing Protection
	Bump Cap/Hard Hat
X	Fall Protection
	Protective Overalls

	Uniform
X	Street Clothes

	Other
List:	

Supervisor's signature and date:

Signature: _____ Date: _____

CRITICAL DEMANDS:

DEFINITIONS OF PHYSICAL, MOTOR, SENSORY DEMANDS AND ENVIRONMENTAL CONDITIONS:

MATERIAL HANDLING:

LOW LIFT: Manually lift/lower a load between floor and 36" while standing. Item is moved <3ft horizontally.

MID-RANGE LIFT: Manually lift/lower a load with the entire lift between 36" and 55" while standing. Item moved <3ft horizontally.

HIGH LIFT: Manually lift/lower a load beginning 36" or higher and exceeding 55" while standing. Item moved <3ft horizontally.

POSITIONAL LIFT: Lifting performed within the confines of a static position combined and occurring simultaneously (not sequentially) such that the nature of the combination functionally creates stressors that may not be understood if the items are identified separately. (Example: baggage handlers working in a kneeling position.)

CARRY: Transport a load over a distance of 3ft or more via walking and use of the upper extremities (includes lifting/lowering to achieve carry angle and appropriate walk mechanics).

PUSH: After making hand contact with the load, force is generated away from the body upon an object, so that the object generally moves away from the force in either a horizontal or vertical direction.

PULL: After making hand contact with the load, force is generated toward the body upon an object, so that the object generally moves toward the force in either a horizontal or vertical direction, not lifting or removing load from resting surface.

POSITIONAL ACTIVITIES:

REACH: Moving the arm(s) away from the body >15 degrees (related to neutral sitting) with <5# for Forward Reaching. Lateral Reaching involves motions beyond 30 degrees of horizontal abduction. Overhead reaching involves motions above 90 degrees of shoulder flexion.

FORWARD BEND – STANDING: In a standing position, bending or movement of the trunk forward (relative to vertical) >15 degrees with a load <5#.

FORWARD BEND – SITTING: In a sitting position, bending or movement of the trunk forward (relative to vertical) >15 degrees with a load <5#.

ROTATION: In a seated or standing position, rotating the trunk more than 15 degrees with a load of <5#.

STANDING: Maintaining an upright posture while weight bearing on both feet and working with loads <5#.

STANDING WORK: This may include performance of a variety of activities with the primary requirement of standing and/or short distance movement <10ft in the immediate work area.

SITTING: Maintaining a seated position with trunk flexion and rotation less than 15 degrees and loads <5#.

SQUATTING: Bending the hips and knees to lower the body. Load must be <5# and not sustained.

LOW WORK: Working low to the ground in positions such as crouch/kneel/1/2-kneel sitting on heels, where options vary and may change. May be accompanied by forward flexion due to the height of the work. May include forward bending or be accompanied by reaching and rotating.

CROUCH: Assuming or working in a position low to the ground where both knees are fully flexed for more than 5 seconds with loads <5#. This assumes hip and knee flexion of 90 degrees or greater and may include forward flexion.

KNEEL – ½ KNEEL: Assuming or working in a position low to the ground where one or both knees are in contact with the ground. This may include forward flexion, sitting on heels or working with loads <5#.

CRAWL: Moving across a surface on hands and knees. May include working from crawl position.

BALANCE: Adaptive postural control and stability, generally consistent with controlled activity performance. Activities involving high degree of balance requirements should be operationally defined.

AMBULATION AND CLIMBING:

WALKING: Walk/move on foot = 10ft or greater distance with load <5#.

STAIR CLIMB: Ascend or descend fixed or portable stairs.

LADDER CLIMB: Ascend or descend rungs on various types of ladders (stationary or portable) where help of the upper extremities is necessary.

CLIMB: Ascend or descend ladders, stairs, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms.

HAND:

GRIP: Generating force >10# while grasping to move, hold, or stabilize an object within the span of the hand. (Not related to tasks that are parts of other critical demands. Example: Gripping a wrench while reaching would be considered separate physical demands, while gripping during a lift is captured in the performance of the lift and would not be listed as a separate physical demand.)

PINCH: Squeeze and generate force of >5# between fingers to move, hold or stabilize an object within the span of the fingers/thumb.

FINGER: Pick, pinch or otherwise working primarily with fingers rather than with the whole hand or arms as in handling.

HANDLE: Seize, hold, grasp, turn, or otherwise working with hand or hands. Moving and using the hands or fingers to perform fine motor activities, manipulation, or handling of objects, and/or operation of controls.

SENSORY:

VISION:

COLOR VISION: Ability to identify and distinguish colors.

DEPTH PERCEPTION: Three-dimensional vision. Ability to judge distances and relationships so as to see objects where and as they actually are.

FAR VISION: Clarity of vision at 20 ft or more.

NEAR VISION: Clarity of vision at 20 inches or less.

FIELD OF VISION: Observe an area that can be seen up and down or right to left while eyes are fixed on a given point. (peripheral).

VISUAL ACCOMMODATION: Adjustment of lens of eye to bring an object into sharp focus. Especially important when doing near-point work at varying distances from eye.

HEAR: perceive the nature of sounds.

TALK/SPEAK: Express or exchange ideas by means of the spoken word.

TASTE/SMELL: Distinguish, with a degree of accuracy, differences or similarities in intensity or quality of flavors and/or odors, or recognize particular flavors and/or odors, using tongue and/or nose.

ENVIRONMENTAL CONDITIONS:

EXPOSURE TO WEATHER: Hot, cold, wet, humid, or windy conditions, caused by the weather, which results in marked bodily discomfort.

EXTREME HEAT: Non-weather-related temperatures that are sufficiently high to cause marked bodily discomfort.

EXTREME COLD: Non-weather-related temperatures that are sufficiently low to cause marked bodily discomfort.

WET AND/OR HUMID: Contact with water or other liquids; or exposure to non-weather-related conditions where humidity is sufficiently high to cause marked bodily discomfort.

EXTREME NOISE: Constant or intermittent sounds of a pitch or level sufficient to cause a worker to have difficulty hearing the voice of a person three or four feet away unless voice is raised above normal conversational level.

VIBRATION: Shaking objects or surfaces that cause a strain on the body or extremities.

MECHANICAL HAZARDS: Danger to fingers or limbs due to feeding or operating either portable or stationary power-driven equipment.

ELECTRICAL HAZARDS: Exposure to electric wires, transformers, or uninsulated electrical parts.

BURNS: Potential of burns from hot material, fire, or chemical agents (identify which factor is present).

CONFINED SPACES: Areas where dangerous air contamination or oxygen deficiencies may exist or develop; or, where an emergency removal of a suddenly disabled employee is difficult due to the location or size of the opening the worker entered through.

EXPLOSIVES: Materials which undergo rapid chemical or nuclear reaction with the production of noise, heat, and violent expansion of gases.

RADIANT ENERGY: Exposure to radiant energy such as x-rays, radioactive material, ultraviolet, or infrared rays.

UNPROTECTED HEIGHTS: Exposure to working in high, exposed places.

ATMOSPHERIC CONDITIONS: Exposure to conditions that affect the respiratory system or the skin, such as fumes, noxious odors, dust, mists, gases, and poor ventilation (identify which factor is present).

ELEVATED SURFACES: Work occurs in places elevated above the ground such as catwalks, scaffolds, ladders, and roofs.

CHEMICALS (CAUSTIC OR TOXIC): Substances or compounds which may cause illness or injury.

BLOOD-BORNE PATHOGENS &/OR BIOMEDICAL/MICROORGANISMS: Pathogenic microorganisms that are present in human blood and cause disease in humans. These pathogens include but are not limited to Hepatitis B virus (HBV) and human immunodeficiency virus (HIV) &/or chicken pox, infectious disease.

SLIPPERY SURFACES: Walking surface of work site is necessarily wet, muddy, greasy, oily, or highly polished surfaces which may cause employees to slip or lose footing.

MOVING OBJECTS: Moving equipment and objects in the immediate work area such as cranes, heavily laden carts, gurneys, and forklifts.

TRAFFIC: Physical exposure to vehicular traffic.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 15, 2024

REQUEST FOR BOARD ACTION: RBA-2024-149

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

Review and Approval of 2025 IMCare/DHS Contracts

BOARD ACTION REQUESTED:

Review and approve the 2025 Families and Children and Seniors contracts between IMCare and DHS and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2025_Itasca_Medical_Care_FC_255780
2. 2025_Itasca_Medical_Care_Seniors_255789

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, October 15, 2024

REQUEST FOR BOARD ACTION: RBA-2024-405

DEPARTMENT: Veteran Services

TIME REQUESTED: 5 Minutes

PRESENTER: John Prepodnik

AGENDA ITEM:

Designate County Road 59 as the Mason L. Hurlbut Memorial By-Way

BOARD ACTION REQUESTED:

Designate County Road 59 as the Mason L. Hurlbut Memorial By-Way.

BACKGROUND:

Private Mason Hurlbut, a veteran of World War II, was killed in action on February 2nd, 1944.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. PVT Mason Hurlbut
2. Hurlbut Casualty Card
3. Mason Hurlbut Photo

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

Private Mason Lee Hurlbut
United States Marine Corps
Service Number: 865745
Killed in Action February 2nd, 1944

Mason Lee Hurlburt was born in Gilbert on October 24th, 1924, to Reo and Josephine Hurlbut. He was the fifth of six children. His father was born in Iowa, and his mother was born in Long Prairie, MN. Ling's café in Calumet employed him; he was also a member of the labor gang, keeping the iron mine car track in repair. While helping his father on the vegetable farm, he enlisted in the Marine Corps on May 24th, 1943, in Grand Rapids. Mason was described as 5'8", 125lbs, with brown hair and blue eyes in his enlistment papers. He completed boot camp at Marine Corps Recruit Depot San Diego and Infantry training at Camp Elliott. Upon completing Infantry training, he was given the Military Occupational Specialty of "745" a Rifleman. He was posted to Company B, 1st Battalion, 24th Marines on August 26th, 1943.

In January 1944. PVT Hurlbut boarded the USS DuPage in San Diego and went to the Marshall Islands. In February 1944, PVT Hurlbut participated in Operation Flintlock on Roi-Namur, Kwajalein Atoll, Marshall Island. During this battle, PVT Hurlbut was killed in action. While no eyewitness accounts of his actions are available, his company was likely hit by a Japanese counterattack in the early morning hours of February 2nd, 1944, suffering a fatal gunshot wound to the head. He was initially buried in grave #44, Row #2, Plot #2 on Roi-Namur Islands. He finally returned home on October 10th, 1947, and was buried at Lakeview Cemetery in Coleraine. While Marines don't wear unit patches, if you look at photos from WW2, you can identify Mason's unit by the marking of "413" on their clothing and equipment.

Private Hurlbut's awards and medals include The Purple Heart, Combat Action Ribbon, Marine Corps Good Conduct Medal, American Campaign Medal, Asiatic/Pacific Campaign Medal W/ 1 Bronze State and World War II Victory Medal.

Thank You to Geoff Roecker for this information
E-Mail: onetwentyfour@gmail.com
You can learn all about Operation Flintlock at
www.1-24thMarines.com/the-battles/



Co. B, 1st Bn, 24th Mar, 4th Mar Div, FMF, Marshall Islands.

Born: 24 Oct 1924 at Gilbert, Minn.

Ind: 24 May 1943 at Minneapolis, Minn.

Prior service: No.

2/RESIDENCE: Bovey, Minn.

KIN: Mrs. Josephine Hurlbut, mother, General Delivery,
Bovey, Minn.

*2 Feb Roi-Namur, Kwajalein Atoll
//HISTORY: ~~25~~ Jan 44 Killed in action at Marshall Islands
RAD#050130 fr CG, 4th Mar Div to MARCORPS SECRET#33459
rec'd 2-5-44. ***

Buried in Grave #44, Row #2, Plot #2, 4th Mar Div Cemetery
Roi-Namur Islands, Kwajalein Atoll, Marshall Islands.

2/4/44. % @

HURLBUT, Mason Lee

70
Pvt.

USMC ★

865745

*Date of death taken fr RAD#070042 fr CG, 4th Mar Div,
to MARCORPS SECRET#33588 rec'd 2/8/44 (og).

Has gov't Ins. (mk)

S/R rec'd 4-18-44 states man KIA on 2/2/44; also states
man buried at Pauline Point Cemetery, same grave loca-
tion. (mk)

Ltr of Condolence fr CO, Co. "B", 1st Bn, 24th Mar, 4th Mar Div,
FMF to NOK dated 2/15/44 rec'd 4/28/44 states KIA on
2 Feb 44. (jeb)

*Corrected date of death taken fr S/R rec'd 4-18-44. (OKES)
Pay Acct closed out 2-2-44. (mvn)
Cert of death rec'd fr zone 5-11-44 states KIA 2-1-44. (mvn)

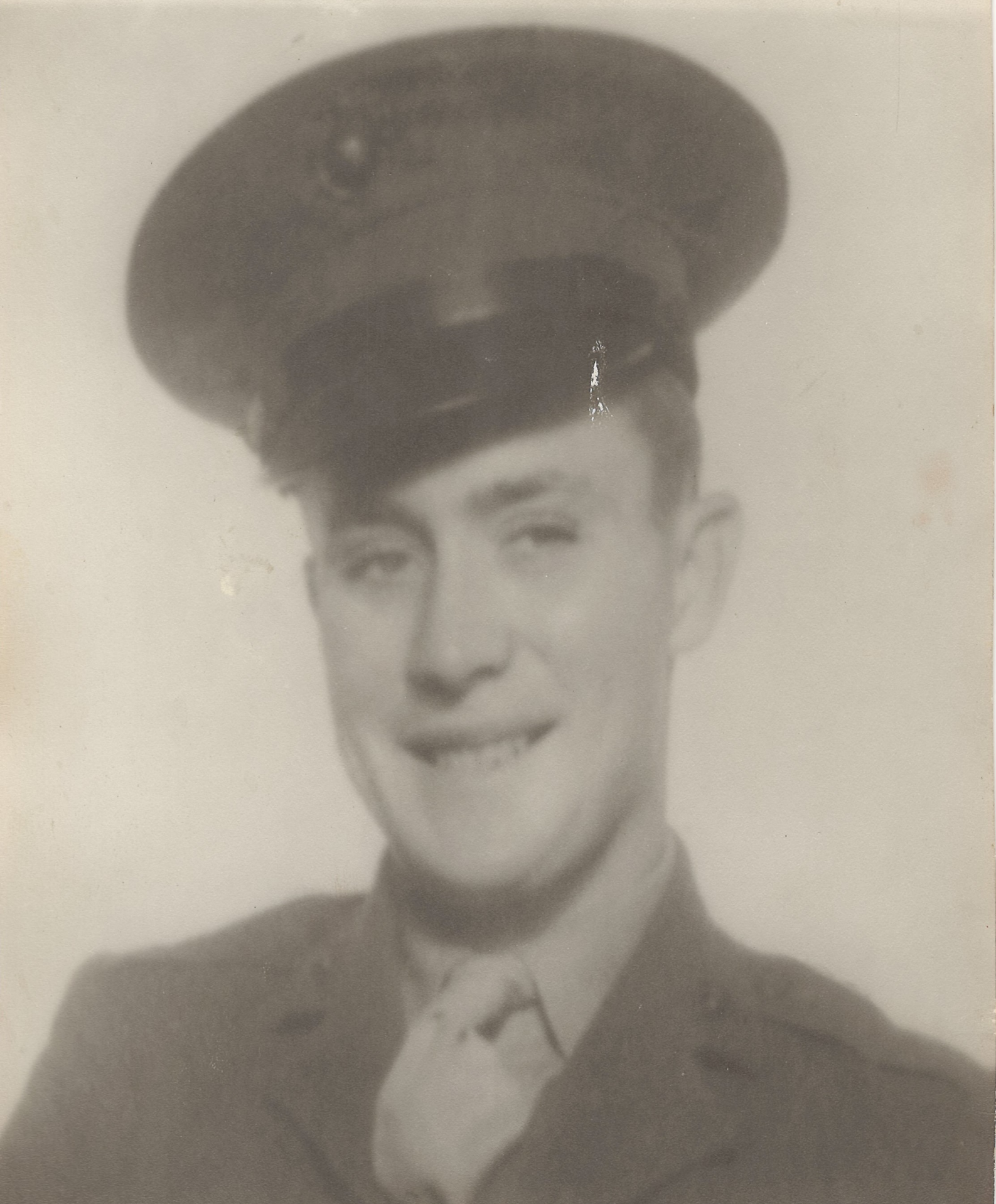
*Reburied in Grave 44, Row 6, Plot 2, Ivan Is. Cemetery,
Kwajalein, Marshall Is. Burial Record fr USNAB Navy
#825 dtd 1 Sep 44 rec'd 23 Jul 45. (chs).

@Reburied in casket 99, Row G, USA Mausoleum, Schofield Bks, T.H.
IBM Re-Interment from Memorial Division rec'd 4 Aug 47. (ws).

0-40700-0-10 17.7.44 144 204/44

***Head bullet wounds. Fr. S/R.

Mother requests remains be returned to Peterson's Funeral Home,
Coleraine, Minn. for private burial in Lake View Cemetery, Coleraine,
Minn. Application dtd 7-14-47. (mfh)



MASON HURLBUT



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 15, 2024

REQUEST FOR BOARD ACTION: RBA-2024-406

DEPARTMENT: Veteran Services

TIME REQUESTED: 5 Minutes

PRESENTER: John Prepodnik

AGENDA ITEM:

Designate County Road 57 as the Jack R. Ziemer MIA/POW Memorial By-Way

BOARD ACTION REQUESTED:

Designate County Road 57 as the Jack R. Ziemer MIA/POW Memorial By-Way.

BACKGROUND:

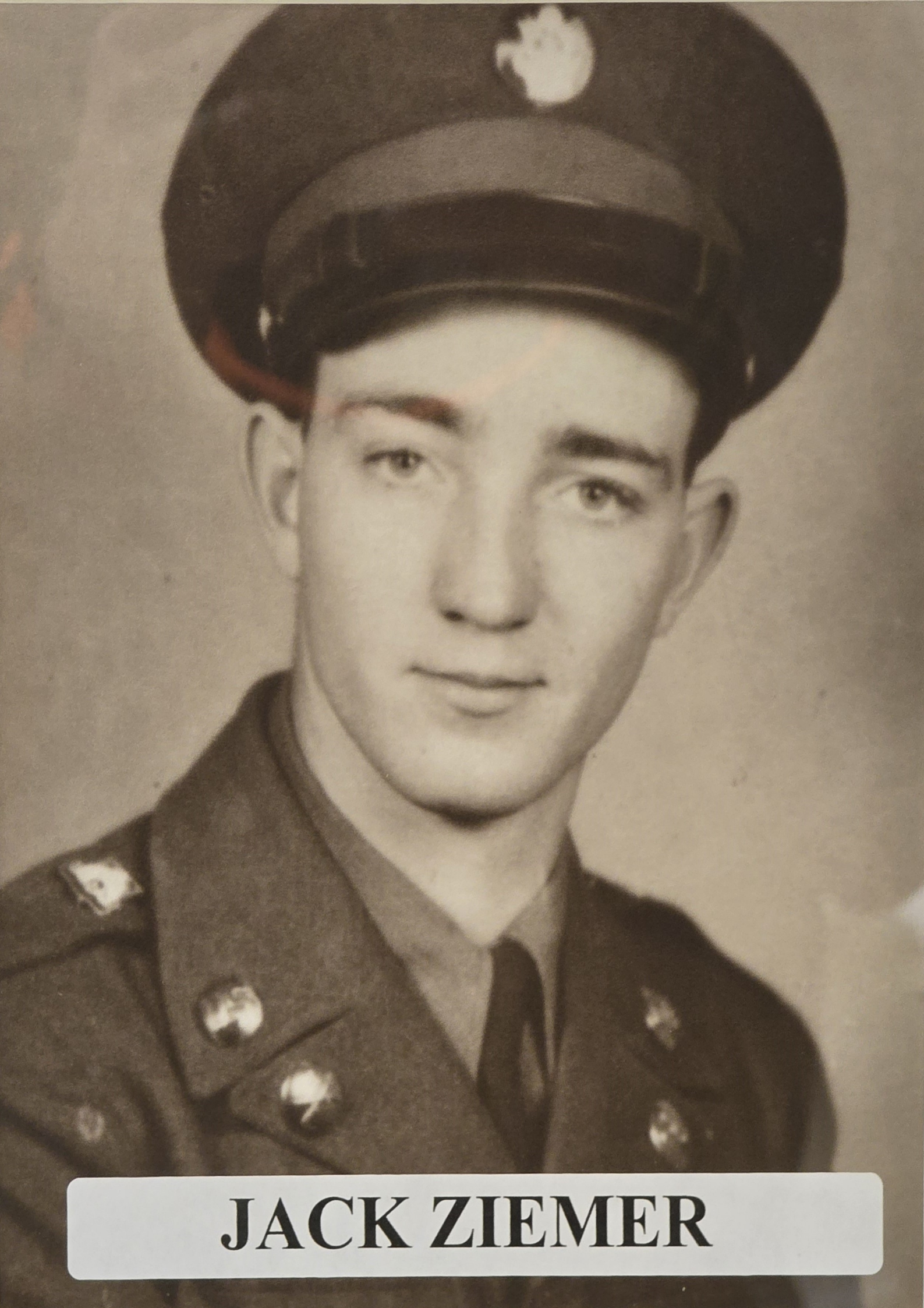
Private First Class Jack Ziemer, a veteran of the Korean War, was reported missing in action on July 30th, 1955.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Jack Ziemer photo
2. PFC Jack Ziemer
3. Ziemer Map

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



JACK ZIEMER

Private First Class Jack Romaine Ziemer
United States Army
Service Number 57510348
POW/MIA July 30th 1950

Jack "Jackie" Romaine Ziemer was born on March 18th, 1931 to Harold and Minnie Ziemer. He is the oldest of 3 children, James and Ben are his younger brothers. His Military Occupation Specialty is "4745" Infantryman. Jack enlisted in the U.S. Army out of East Chain, MN. In early July of 1950 the 24th Infantry Regiment, had been rushed to Korea from garrison duty in Japan to establish defensive lines around the South Korean city of Chinju. The soldiers of the 19th Infantry faced the North Korean People's Army (NPKA), which was moving inexorably south down the Korean peninsula. The unit lacked heavy artillery and anti-tank weaponry, and the Americans were ultimately unable to stop the NKPA and were forced to withdraw further south to prevent being surrounded.

Private First Class Jack Ziemer served with G Company, 2nd Battalion, 19th Infantry Regiment, 24th Infantry Division. He was reported missing in action on July 30th, 1950 south of Chinju and declared presumed dead on February 17th, 1954. His name was later seen written on blackboards in two different schoolhouses in the Seoul area used as prisoner-holding centers by the North Koreans; however, PFC Ziemer was never officially reported as a Prisoner of War (POW), and surviving POWs do not remember seeing him in captivity. It is believed that he survived only a short time in enemy hands. His remains were not identified among those returned to U.S. custody after the war, and he is still unaccounted for. The map to the right identifies where PFC Ziemer went missing. Today PFC Ziemer is memorialized on the Court of the Missing at the National Memorial Cemetery of the Pacific in Honolulu. His name is also inscribed on the Korean War Veterans Memorial Wall in Washington, D.C., which was updated in 2022 to include the names of the fallen. The Defense POW/MIA Accounting Agency is still in pursuit of returning Jackie home. James and Nicholas Ziemer have submitted a request to the U.S. Army to have Jack awarded the POW medal.

PFC Ziemer's awards and medals include the Purple Heart, Prisoner of War Medal (requested), National Defense Service Medal, Korean Service Medal, United National Service Medal, Republic of Korea War Service Medal, Republic of Korea Presidential Unit Citation, Presidential Unit Citation, and Combat Infantry Badge

