
Friday, July 2, 2021 at 8:00 a.m.
County Board Room, Upper Level of the Historic Courthouse

Work Session:

- 1) 8:00 am – Technology Services
 - a) COVID-19 Dashboard
 - b) GIS Workplan
 - c) Use of tablets
 - 2) 8:20 am – County Attorney's Office
 - a) Department of Public Safety Grant Notification
 - b) Cooley case and 2nd Amendment lawsuit update
 - c) Paramedic Agreement
 - d) Victim Resource Room
 - 3) 8:45 am – Land Services Office
 - a) Recycling Report
 - b) Corporate Ventures
 - 4) 9:15 am – Public Works
 - a) Update
 - 5) 9:30 am – Extension
 - a) 4H / Extension Update
 - 6) 10:00 am – Sheriff's Office
 - a) Handgun updates
 - b) Officer Wellness Program
 - c) Additional Patrol Sargent
 - 7) 10:30 am – Community and Veterans Services
 - a) Tobacco Ordinance Update
 - b) Community Health Services Administrator duties
 - 8) 11:00 am – Facilities
 - a) Historic Courthouse Ceiling Repairs
 - b) Campus Sidewalk Repairs
 - 9) 11:30 pm – Administrative Services Office
 - a) Updated Organizational Chart
 - b) Review Wheelage Tax and LOST Funded Projects
 - c) County Coordinator's Report
-
-

2000

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Alcohol
and Gambling
Enforcement

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety

State Fire
Marshal

Fiscal and Administrative Services

445 Minnesota Street • Suite 126 • Saint Paul, Minnesota 55101

Phone: 651.201.7000 • Fax: 651.282.6586

dps.mn.gov

Date: June 16, 2021

To: Grantees and Grantee Sub-recipients

Re: Potential Temporary Suspension of State Contract Performance

We are writing because your organization has a grant with this agency either under a current grant contract with an expiration date after June 30, 2021, or a new contract that becomes effective on or after July 1, 2021.

As you may know, the Minnesota State Legislature adjourned May 17, 2021, without appropriating money to fund the operations of state government for the fiscal year that begins July 1, 2021.

Although we believe there will be a successful and timely resolution to budget negotiations, due to the uncertainty at this time, we must advise all contractors, vendors, and grantees that in the absence of legislatively authorized appropriations as of July 1, 2021, all work activity under our contracts must be suspended as of 11:59 p.m. on June 30, 2021, unless the contractor is specifically told otherwise. Payments required of this agency under those contracts will be suspended.

We will keep you informed of progress regarding legislative authorization of appropriations, and we will issue public notices when budgets are approved, and contract performance may be resumed. We suggest that you monitor state websites, bulletins, and media publications for further information.

If you have questions prior to June 30, 2021 please contact your agency Authorized Representative provided on your grant agreement.

MEDICAL SUPPORT AGREEMENT

PARTIES:

North Memorial Health Care

("North Memorial")

[NAME]

("Agency")

RECITALS:

- A. North Memorial is a nonprofit corporation organized under applicable state laws whose purpose includes providing health services, including paramedic services.
- B. Agency provides [describe service role].
- C. Agency requires medical support during its response to certain events and North Memorial is qualified and willing to provide such support.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, North Memorial and Agency (each a "Party" and collectively the "Parties") agree as follows:

AGREEMENTS:

1. Term and Termination.

1.1 Subject to the termination provisions set forth in this section, the term of this Agreement shall begin on [DATE] ("Effective Date") and shall continue for an initial term of ~~X~~ (X) years (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew on the same terms and conditions for additional renewal terms of one (1) year each unless a Party provides the other Party with at least 60 (sixty) days written notice of its intent to terminate the Agreement upon the expiration of the then-current term.

1.2 This Agreement may terminate as follows:

1.2.1 The mutual written agreement of the Parties.

1.2.2 By either Party with 60 (sixty) days written notice, provided that the Parties renegotiate in good faith the terms of the Agreement during these sixty (60) days to avoid the termination of this Agreement.

1.2.3 By either Party in the event the other Party materially defaults in its obligations under this Agreement, which material default continues for 30

(thirty) days after written notice from the non-defaulting Party describing the default.

2. **Services.** North Memorial agrees to perform the services set forth on Exhibit A hereto ("Services"), which is incorporated herein by this reference. North Memorial shall perform the Services in accordance with the terms of this Agreement. All North Memorial personnel providing Services (the "North Memorial Response Team") shall be appropriately licensed and trained.

3. **Compensation.** As payment for the Services furnished by North Memorial, Agency shall pay North Memorial in the amount and in the manner set forth on Exhibit B hereto, which is incorporated herein by this reference.

4. **Composition and Selection of the North Memorial Response Team.**

4.1 North Memorial shall assign up to two paramedics or other medical professionals as deemed appropriate by North Memorial to the North Memorial Response Team. North Memorial may change the individuals assigned to the North Memorial Response Team without prior notice to or the approval of Agency.

4.2 North Memorial may assign additional paramedics or medical professionals to a North Memorial Response Team based on the need for and availability of additional paramedics or medical professionals.

4.3 Agency may request that North Memorial remove a member of North Memorial Response Team for legitimate and appropriate reasons, including operational continuity and team integrity. North Memorial shall honor any such requests that are reasonable, non-discriminatory, timely and do not interfere with North Memorial's ability to safely provide the Services or meet its other business needs.

5. **Medical Direction.** North Memorial shall assign a medical director to the North Memorial Response Team. The medical director or his/her designee shall be available for consultation during tactical operations and will, upon Agency's reasonable request, review any medical-related concerns arising during tactical operations.

6. **Equipment.** North Memorial shall provide the North Memorial Response Team with the medical equipment and medical supplies necessary to provide the Services. Agency shall supply the North Memorial Response Team with any necessary tactical equipment or tactical uniforms.

7. **Privacy and Data Practices.**

7.1 Each party and its officers, agents, owners, partners, employees, volunteers and subcontractors agree to abide, if applicable, by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Health Insurance Portability and Accountability Act and implementing regulations, and all other applicable state and federal laws,

rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

7.2 Agency acknowledges and agrees that it may have access to certain confidential information belonging to North Memorial, including but not limited to, policies, procedures, operating manuals, utilization and quality assurance programs, contractual arrangements, and other business and financial information. Agency shall maintain the confidentiality of all such confidential information and shall not divulge such information to third parties except as otherwise provided for under this Agreement and under law. Agency shall take reasonable precautions against disclosure of any of North Memorial's confidential information to unauthorized persons. Upon termination of this Agreement for any reason, Agency shall cease all use of any of North Memorial's confidential information and shall return North Memorial any copies thereof.

7.3 Agency shall not have access to North Memorial's medical records or the North Memorial electronic medical records system.

7.4 The terms of this section shall survive the cancellation or termination of this Agreement.

8. **Compliance with Laws.** Both Parties shall comply with all applicable federal, state and local laws, rules, regulations and ordinances currently in force or later enacted.

9. **Indemnification.** Each Party shall indemnify, defend and hold harmless the other Party and its members, subsidiaries, affiliates, directors, trustees, officers, employees, agents and independent contractors, from and against and all loss, cost, liability or expense (including costs and reasonable fees of attorneys and other professionals) arising out of the indemnifying party's acts or omissions under this Agreement. The terms of this section shall survive the cancellation or termination of this Agreement.

10. **Independent Contractor.** The relationship of North Memorial and its employees, agents and representatives to Agency and its employees, agents and representatives shall be that of independent contractors. Nothing in this Agreement shall be construed, implied, or deemed to create any other relationship between the Parties, including one of employment, agency, joint venture, association, partnership or any other form of separate legal entity or organization.

11. **Amendment and Assignment.** This Agreement may not be amended, modified or assigned except by a writing signed by both parties.

12. **Waiver.** The failure of either Party to complain of any default by the other Party or to enforce any of such Party's rights, no matter how long such failure may continue, will not constitute a waiver of the Party's rights under this Agreement. The waiver by either Party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the Parties.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement together with the Exhibits attached hereto constitute the entire agreement between the Parties with respect to its subject matter and supersedes all past and contemporaneous agreements, whether oral or written, between the Parties with respect to the Agreement's subject matter.

15. **Notices.** Any notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be sufficiently given if delivered personally (including by recognized courier), or if sent by other reliable communication (e-mail or US mail) and received by an authorized representative of the other Party. Notices must be addressed to the Party as stated below or as a Party may from time to time designate:

North Memorial:
[NAME & CONTACT INFORMATION]

Agency:
[NAME & CONTACT INFORMATION]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

[AGENCY NAME]

NORTH MEMORIAL HEALTH CARE

By: _____
Name:
Its:

By: _____
Name:
Its:

EXHIBIT A SERVICES

North Memorial shall provide the following medical support services during events to which the Agency responds and Agency's training exercises:

1. TBD.

EXHIBIT B
Compensation

As payment for the Services furnished by North Memorial, Agency shall pay North Memorial as follows:

Services Provided During Events or Incidents:

- TBD

Each of the above-listed per incident/call-up and per hour charges will increase at a rate of three (3) percent on each anniversary date of the Effective Date of the Agreement.

All payments are due net 30 (thirty) days from the invoice date. Payments not received within 30 (thirty) days of the due date shall incur charges of 1% (one percent) per month until paid in full.

North Memorial Community Paramedic Program Police Partnership Models of Care

Charlene Zielin MHA, BSN, RN
Manager Community Paramedic Program



What is Community Paramedicine?

- An innovative health care model that aims to increase access to primary and preventative care services
- Improves the experience of customers and the professionals providing care
- Adds value to a community and health systems in a cost-effective manner
- Focuses on keeping people well at home
- Advocates for customers to better use health care resources
- Integrates components of public health, primary care, public safety and prevention
- Ideally suited to provide better care for the community during non-emergency interactions through mobile integrated healthcare



Community Paramedic Outstate Expansion 2021

Expansion of NMH
Community Paramedic
services to our rural
communities

Bring healthcare to
those underserved
populations where
access to care is limited

Increase access to
healthcare by filling
gaps for people who
need preventive care
services

Drives better health
outcomes and less
consumption of
emergency care

Lower the cost of
healthcare by providing
people with the care
they need when they
need it, helps avert
emergency situations

What is a Community Paramedic (CP)?



A Community Paramedic is a skilled paramedic with a minimum of 2 years full-time work experience.



The CP receives advanced training and certification above that of a traditional paramedic, including 300 hours of additional education with 196 hours dedicated to clinical training.



The Emergency Medical Services Regulatory Board (EMSRB) certifies Community Paramedics.



Whereas the focus of traditional paramedic training revolves around emergency medicine, the Community Paramedic's focus shifts to that of prevention, care coordination and chronic disease management.



Community Paramedics work under the direct supervision of the Medical Director of an ambulance service, who is responsible for coordinating CP services with the patient's primary care provider.

What services do Community Paramedics offer?

- Health assessments
- Chronic disease monitoring and education
- Medication compliance
- Immunizations and vaccinations
- Laboratory specimen collection
- Hospital discharge follow-up care and other care transitions
- HealthCare navigation and co-piloting
- Connecting to Community Resources
- Coordinating with other home care providers
- Minor medical procedures approved by the Medical Director
- Wound care
- Health Coaching & Motivational Interviewing
- Advance Care planning
- Addressing Social Determinants of Health (SDOH): food security, transportation, health literacy, connectivity, social isolation and financial issues.
- Home safety and fall prevention

Community Resources & Partnerships

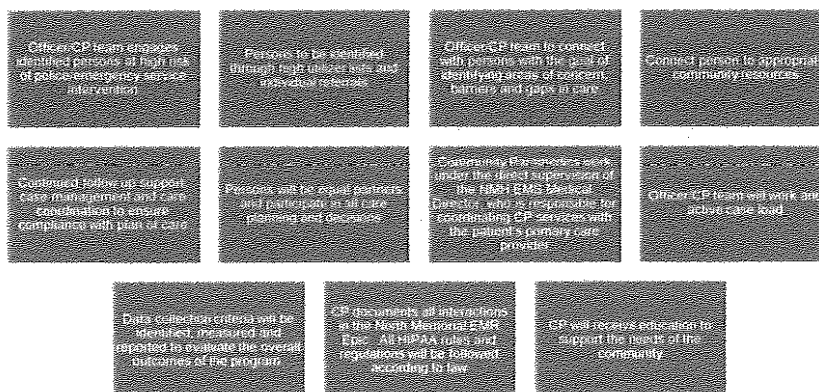
- Addressing Social Determinants of Health:
 - Mental health
 - Substance abuse and chemical dependency
 - Food insecurity
 - Transportation
 - Insurance assistance
 - Housing
 - Senior services
 - Children services
 - Employment assistance

MDH Opioid Overdose Reduction Project

Community Paramedic Visit

- Narcan kit with instruction on use/administration
- Assessment of readiness to change (MI)
- Home safety assessment
- Health assessment
- Medication reconciliation
- HIV risk assessment/counseling/testing
- PCP referral/navigation
- SDOH assessment
- Provide appropriate referral and resource materials
- Offer follow up CP visit via phone call or in person as appropriate according to need

Police Officer/Community Paramedic Model of Care

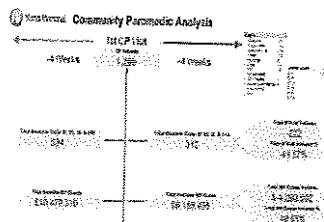


Why Invest in Community Paramedic Services?

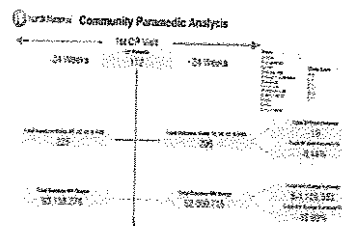
- **Value Proposition- The Return on Your Investment**
 - Lowers numbers of calls for service
 - Averts high risk crisis 911 calls where lives are in danger
 - Mitigates risk of litigation for city, police department and healthcare organizations
 - Targets mental health and other social determinants of health issues that seriously impact community members
 - Provides lower cost preventative care
 - Improves the local community network of resources and builds stronger partnerships
 - Improves the health, wellness and safety of the community at large

Community Paramedic Outcomes Data

Pre/Post Community Paramedic Intervention- 4 Week Utilization



Pre/Post Community Paramedic Intervention- 24 Week Utilization



Customer Story- Mental Health Crisis to Care Plan and Coordination

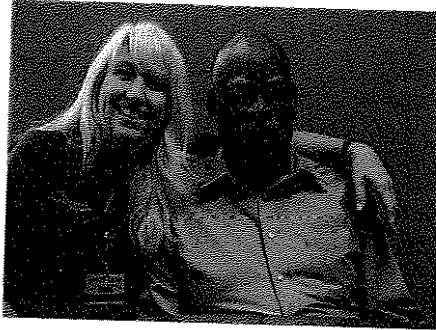
- **Before Officer/CP Team Intervention**
 - 53 y/o female
 - Hx: Schizophrenia, depression and methamphetamine use
 - Son died in police involved shooting 2019
 - Mental health crisis with active hallucinations would incite multiple 911 calls per day
 - High utilization of police officer time/resources
 - June-Dec 2020- 30 encounters
 - Jan-Mar 2021- 27 encounters
 - Average call length 45 mins
- **After Officer/CP Team Intervention**
 - Engaged client, gained trust to provide active care coordination services
 - Facilitated connection with Region 4 (ACT) & primary care provider
 - Created plan of care to better manage crisis situations
 - Dispatch trained on verbiage to deescalate situation when client calls 911
 - Police officers provided notes in CAD to inform them of clients contact at region 4 (ACT)
 - Decrease Utilization of police time/resources
 - April-June 2021- 9 encounters
 - Average call length 10-15 mins

Customer Story: Senior Services Connection

- **Before Officer/CP Team Intervention**
 - 77 year old female
 - Hx: multiple falls and requests for PD lift assists
 - Barriers to care and lack of resources include:
 - Nutrition and food
 - Transportation
 - Family support
 - Social isolation
- **After Officer/CP Team Intervention**
 - Engaged client, gained trust to provide active care coordination services
 - Identification of resource needs with corrective solutions provided:
 - Lock box with code for emergency services to access so they can gain entry to residence
 - Linkage to local food shelf
 - Connection to local community service group to provide: socialization, lawn mowing, grocery shopping & picking up food shelf boxes

Contracting for Community Paramedic Service

What do you get for the price?



- Program administration and management
- Community Paramedic wages & benefits
- Liability insurance
- 24/7 EMS Medical Director coverage
- Medical supplies & equipment
- Licenses
- Education
- IT & EMR (Electronic Medical Record) support
- Interpreter services
- Social Worker support
- North Memorial organizational resource support

NORTH
MEMORIAL HEALTH

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Funding Sources

Medical Assistance

- Currently the only insurance product that covers CP fee-for-service

ACO participation

- MSSP- Medicare Shared Savings Program
- IHP- Integrated Health Partnership
- Medicaid MN

Grants

- Ucare, UHC, HealthPartners
- MDH- Opioid
- BCBS- Peds Immunizations
- NMH Foundation
- Other- public, private, government

Contracts

- Bariatric
- St Stephens

NORTH
MEMORIAL HEALTH

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What to learn more about North Memorial Community Paramedic Program?

*North Memorial
Community Paramedic Program*
763-581-5190

Charlene Zielin MHA, BS, RN
Community Paramedic Manager
Charlene.zielin@NorthMemorial.com
Direct- 763-581-5199
Cell- 763-954-9784

Peter Tanghe MD
Community Paramedic Medical Director
Peter.tanghe@NorthMemorial.com
763-226-6517

NORTH
MEMORIAL HEALTH

NORTH
MEMORIAL HEALTH

15



Community Paramedic Referral Form

Phone # (763) 581-5190 Fax # (763) 581-3585

Referring Organization Information

Referral Date: _____ Referred By: _____
 Phone #: _____ Fax #: _____
 E-Mail Address: _____ Primary Care Provider: _____
 Company Name: Mille Lacs County Sheriff
 Address: 640 3rd St SE Milaca, MN 56353

Patient Information

Patient Name: _____
 Date of Birth: _____ Gender: _____
 Home Phone #: _____ Cell Phone #: _____
 Address: _____
 Preferred Language: _____
 Emergency Contact: _____
 Relationship: _____ Phone #: _____

Referral Information

Primary Diagnosis: _____

Services to be Provided: (mark all that apply)

- ☐ Fall Risk Assessment
 ☐ Home Safety Evaluation
 ☐ Point of Care Testing (lab draw, etc...)
- ☐ Medication Compliance / Reconciliation
 ☐ Chronic Disease Evaluation / Monitoring
 ☐ Wound Care
- ☐ Other (specify) _____

Appointment Details

Appt Date: _____ Appt Time: _____
 Scheduled By: _____ Other: _____

Community Paramedics

Healthcare at the right time and place.

North Memorial Health's Community Paramedic Program is the first of its kind in Minnesota and one of the first in the nation. Our Community Paramedics deliver non-emergency primary and preventive care to people in their homes or where is most convenient for them. Community Paramedicine helps people use healthcare resources better—at the right time and place—while also being more cost effective and leading to better outcomes.

Community Paramedicine's focus is to keep people well at home while advocating with them to better use healthcare resources. Community Paramedics ensure customers get what they need by helping them access medical care as well as community resources like emergency food, social services and transportation.

More About Community Paramedics

A Community Paramedic is a seasoned 911 paramedic with additional training in preventative medicine, chronic disease management, home safety mitigation, social determinants of health and healthcare navigation/care coordination.

- Community Paramedics complete a college level certificate program that is beyond their initial paramedic training as well as required bi-annual CME to maintain certification.
- Community Paramedics receive advanced training and certification above that of a traditional paramedic, including 300 hours of additional education with 196 hours dedicated to clinical training.
- The Emergency Medical Services Regulatory Board (EMSRB) certifies Community Paramedics.
- Community Paramedics work under the direct supervision of the medical director of an ambulance service, who is responsible for coordinating Community Paramedic services with the customer's primary care provider.

Services Offered

Community Paramedics are an advocate to a customer's overall health and well-being. They blend components of public health, primary care, public safety, prevention and more.

- Health assessments
- Chronic disease monitoring and education
- Medication compliance
- Immunizations and vaccinations
- Laboratory specimen collection
- Hospital discharge follow-up care and other care transitions
- Healthcare navigation and co-piloting
- Connecting to community resources
- Coordinating with other home care providers
- Minor medical procedures approved by the medical director
- Wound care
- Health coaching
- Advance care planning
- Motivational interviewing
- Addressing the social determinants of health (SDOH) including food security, transportation, health literacy, connectivity, social isolation and financial issues
- Home safety and fall prevention

Partnering with Community Paramedics

Organizations can utilize Community Paramedics to enhance and extend their customers' care in multiple ways.

Hospitals: Inpatient and observation (transitional care management): Transitional care management allows for earlier discharges and decreased length-of-stay. Post-discharge home visits identify questions about hospitalization, as well as educate on new diagnosis and medication reconciliation. This allows the Community Paramedic and clinician to identify issues early-on before they become critical and require hospital readmission. Emergency department: Help loyal customers to change utilization patterns for non-emergent conditions or more effectively act on care plans for chronic conditions like asthma, COPD and CHF.		Primary Care Clinics: Community Paramedic's partner with primary care clinicians by offering home safety evaluations, health assessments, social needs assessment, resource finding, care coordination, chronic disease management, education, lab draws, vital sign monitoring, advance care planning, chronic care management (CCM) and more.	Telemedicine/telehealth Facilitation: Telehealth allows CP's to connect customers and doctors quickly and efficiently while they deliver care tailored to the customer's needs. This may include a physical examination, obtaining vital signs and completing medication reconciliation. Telehealth increases the efficiency of providers enabling them to care for more people throughout the community.
Surgical Services: Community Paramedic's conduct post-surgical follow-up visits. These may include assessments, vital signs, wound care, IV hydration, pain management, post-operative education, medication reconciliation, lab draws and EPOC point of care testing. There is efficient communication with the referring provider.	Mental Health: Community Paramedic's work with mental health teams to address a customer's medical issues, administer depot injections of anti-psychotics and provide additional check-ins and points of support for people dealing with mental health concerns.	Community: Community Paramedic's works with community partners to address social determinants of healthcare: food insecurity, transportation, insurance assistance, housing, mental health, substance abuse and chemical dependency, senior services, children services and employment assistance.	County Public Health Services: Community Paramedic's can provide COVID-19 and other infectious disease/STI testing/screening, immunizations, outreach, education and population health initiatives.

Payment

Typically, when a Community Paramedic is involved with a customer, total costs of care go down over time. These cost savings result in lower per-member, per-month costs for value-based contracts. Some Community Paramedic care is included in the transitional care plan as part of their post-hospital care reimbursement. In Minnesota, Medicaid pays for most Community Paramedic services that meet their requirements.

The North Memorial Health Community Paramedics are empowered to work with customers whose care needs can be met at home – saving money by not incurring a hospital stay or missing a clinic visit. Many times, care is started at home with an EMS physician via telehealth (which also helps to reduce cost of care) and a care plan is developed to address any additional needed services, along with other issues that need further care, coverage or coordination.

Using Community Paramedics

Community Paramedics are delivering care in a way that's centered around the customer by doing things differently within the existing system of rules and boundaries. Striving to deliver healthcare better—by examining each customer's needs and doing the right thing for the customer every time. When you ask a Community Paramedic what you do, the answer is "what do you need me to do?"

Learn more: (763) 581-5190 or at northmemorial.com

Charlene Zielin, Manager, Community Paramedic Program

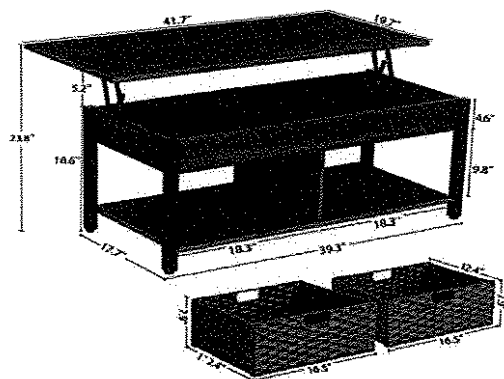
Peter Tanghe, MD, Medical Director, Community Paramedic Program



Victim Resource Room proposed budget and inspiration examples

Leather Couch	\$2,000.00
Smart TV	\$200
Wall Mount	\$50
Coffee Table	\$250
Lamps x 2	\$150
Writing Table	\$150
Chairs	\$200
Side Tables	\$250
Wall art	\$300
Locked Cabinet	\$300
Wall Clock	\$100
Wall Paint	\$75
Door Sign	\$50
Tablet x 2	\$300
Books/Crafts	\$125
Curtains/Rods	\$200
Rug	\$175
<u>Streaming Service</u>	<u>\$110</u>
	\$4,985.00

[Back to results](#)



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[VIEW IN YOUR ROOM](#)

Rolanstar Coffee Table, Lift Top Coffee Table with Rattan Baskets and Hidden Compartment, Retro Central Table with Wooden Lift Tabletop and Metal Frame, for Living Room, Espresso

Visit the Rolanstar Store

★★★★★ 460 ratings

Save 7% Lowest price in 30 days

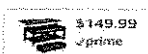
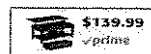
Was: ~~\$149.99~~ Details

Price: **\$139.99** ✓prime & FREE Returns

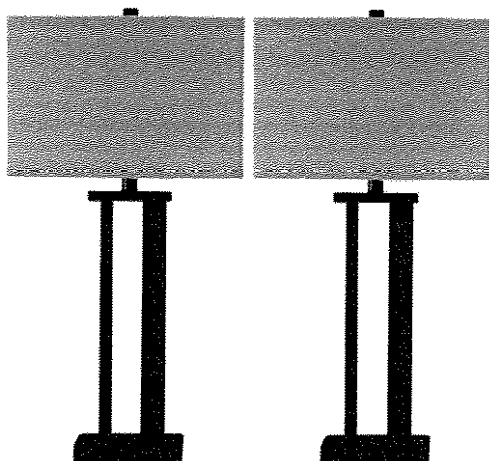
You Save: \$10.00 (7%)

Thank you for being a Prime Member. Get \$125 off; Pay \$14.99 ~~\$139.99~~ upon approval for the Amazon Business Prime Card. Terms apply.

Color: **Espresso**



Item: 19.7 x 41.74 x 18.5 inches



Roll over image to zoom in



Signature Design by Ashley - Aniela Metal Table Lamp - Set of 2 - Black

Visit the Signature Design by Ashley Store

★★★★★ 545 ratings

Price: **\$69.99** (\$35.00 / Count) ✓prime & FREE Returns

Thank you for being a Prime Member. Get \$125 off; Pay \$0.00 ~~\$69.99~~ upon approval for the Amazon Business Prime Card. Terms apply.

Style: **Aniela**

Aniela
\$69.99
(\$35.00 / Count)
✓prime

Makara
\$65.99
(\$33.00 / Count)

Color: **Black**

\$69.99

✓prime & FREE

FREE delivery: \$
Order within 14
Details

📍 Deliver to Lisa
55398

Only 2 left in
order soon.

Qty: 1 ▼

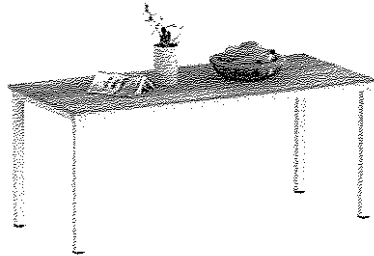
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[Buy](#)

🔒 Secure trans

Ships from **Amaz**
Sold by **Amaz**

Home & Kitchen > Furniture > Kitchen & Dining Room Furniture > Tables



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VIEW IN YOUR ROOM

Teraves Dining Table, Kitchen Table Multifunctional Desk for Living Room, Dining Room, Home Office (39.37\", Beige + White Frame)

Visit the Teraves Store

★★★★★ 68 ratings

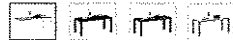
Price: \$79.99 ✓prime & FREE Returns

Save up to 6% with business pricing. Sign up for free Amazon Business account

Size: 39.37\"

39.37\" 47.24\" 55.11\"

Color: Beige + White Frame



Enhance your purchase

Protection Plan
From \$9.79

Item Dimensions 23.62 x 39.37 x 29.52 inches

Share

\$79.99
✓prime & FREE

FREE delivery:
Order within 1
Details

Deliver to Lis
55398

In Stock.

Qty: 1

Add

Buy

Secure tra

Ships from Am
Sold by Sim
Packaging Sho

Details

Return policy:
returnable
☐ Add a gift
returns



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Solid Wood Tufted Parsons Dining Chair with Fabric Upholstery, Set of 2, Teal

Visit the LSSPAID Store

★★★★★ 111 ratings

Price: \$119.99

Thank you for being a Prime Member. Get \$125 off: Pay \$0.00
\$449.99 upon approval for the Amazon Business Prime Card. Terms
apply.

Item Package Quantity: 2

2 4

\$119.99

\$24.99 deliver

Deliver to Lis
55398

In Stock.

Qty: 1

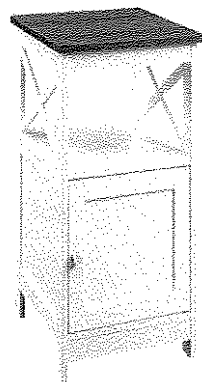
Add

Buy

Secure tra

Ships from LSS

Home & Kitchen > Furniture > Living Room Furniture > Tables > End Tables



Roll over image to zoom in



VIEW IN YOUR ROOM

Convenience Concepts Oxford End Table with Cabinet, Driftwood/White

Visit the Convenience Concepts Store

★★★★★ 390 ratings

Color: Driftwood / White

\$47.35 ✓prime \$61.38 ✓prime

1 option from \$121.99 3 options from \$116.99

2 options from \$129.99 \$108.50

- Part of the Oxford Collection
- Transitional Contemporary Style
- Constructed of MDF and non-lead based paint
- Quick and Easy Set Up
- (L) 16 in. x (W) 16 in. x (H) 26 in.

Compare with similar items

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Definition Motivational Wall Art Prints | Set of Nine Prints | 8x10 Unframed | Success, Hustle, Execution, Persistence, Determination, Sacrifice, Grit, Grind, Perseverance

Brand: Sight and Sound Art

★★★★★ 259 ratings

Amazon's Choice in Posters & Prints by Sight and Sound Art

Price: \$15.95 ✓prime & FREE Returns

Get \$125 off: Pay \$0.00 upon approval for the Amazon Business Prime Card. Terms apply.

Brand: Sight and Sound Art
Size: 8 x 10 Inch

\$15.95
✓prime & FR

FREE delivery
19
Order within
Details

📍 Deliver to L
55398

In Stock.

Qty: 1 ▼

Ad

8

Secure tr

Back to results



Roll over image to zoom in



VIEW IN YOUR ROOM

Walker Edison Buren Classic Grooved Door TV Stand for TVs up to 65 Inches, 58 Inch, Solid White

Visit the Walker Edison Store

★★★★★ 2,299 ratings

Amazon's Choice for "white tv stand for 65+ inch..."

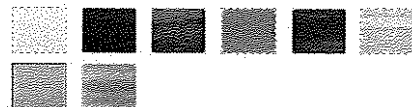
List Price: \$439.00 Details

Price: \$210.91 ✓prime

You Save: \$228.09 (52%)

Thank you for being a Prime Member. Get \$125 off: Pay \$85.91 ~~\$210.91~~ upon approval for the Amazon Business Prime Card. Terms apply.

Color: White



Style: 58 Inch TV Stand

Fireplace TV Stand

44 Inch Corner TV Stand

58 Inch TV Stand

[Back to results](#)


TCL 32-inch 3-Series 720p Roku Smart TV - 32S335, 2021 Model

[Visit the TCL Store](#)

★★★★★ 55,114 ratings

| 1000+ answered questions

Amazon's Choice for "roku tv"

 Price: **\$159.88** ✓prime
& FREE Returns

 Thank you for being a Prime Member.
Get \$125 off: Pay **\$34.88** ~~\$159.88~~
upon approval for the Amazon
Business Prime Card. Terms apply.

 May be available at a lower price from
other sellers, potentially without free
Prime shipping.

 Size: **32-Inch**
32-Inch
32-Inch 1080p

Share

\$159.88

✓prime & FR

FREE delivery:
23

 Order within
Details

 Deliver to Li:
55398

In Stock.

Qty: 1 ▼

Add to Cart

Buy Now

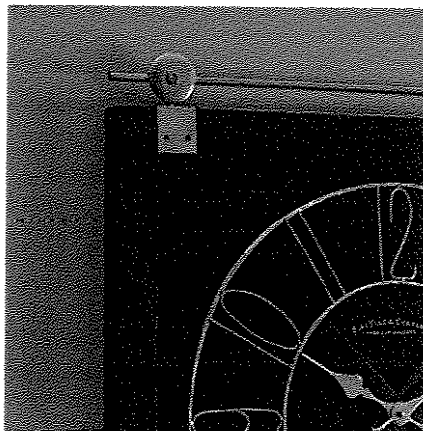
Secure transaction

Ships from Amazon

Sold by Amazon

Packaging: Shipped in a box

Roll over image to zoom in



Roll over image to zoom in



FirTime & Co. Black Farmstead Barn Door Wall Clock, American Designed, Black, 27 x 2 x 29 inches (31201)

[Visit the FirTime & Co. Store](#)

★★★★★ 1,831 ratings

Save 5%

Lowest price in 30 days

 Was: ~~\$105.60~~ Details

 Price: **\$100.00** Prime FREE Delivery & FREE Returns

You Save: \$5.60 (5%)

 Thank you for being a Prime Member. Get \$125 off: Pay
\$0.00 ~~\$100.00~~ upon approval for the Amazon Business
Prime Card. Terms apply.

 Color: **Black**
\$100.00
\$212.32
\$88.64
✓prime

Share

\$100.00

 Prime FREE Delivery
& FREE Returns ▼

FREE Delivery June
Prime members
Details

 Deliver to Lisa - ZIP
55398

 Usually ships within
3 days.

Qty: 1 ▼

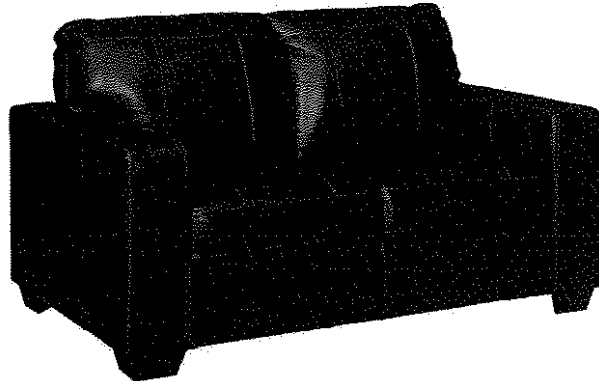
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Buy Now

Secure transaction

Ships from Amazon.co

MORELOS CHOCOLATE LOVESEAT



Item

Details

\$720.79

List \$1,059.99

Ref #:SIG3450235



Add Ons

Other items with same look



ADD TO CART

FREE Pickup

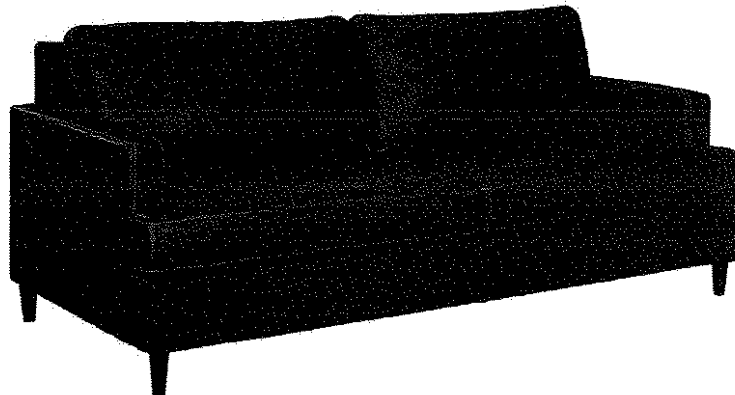
Available for FREE pickup at a location near you.

Delivery Options

We offer in-Home Delivery, See Day Of, and Day Off.

HETTINGER ASH SOFA

CLEARANCE



Item

\$610.00

List \$1,339.99

Ref #:SIG4950138



FREE Pickup

Available for FREE pickup at a location near you.



Finance Your Purchase

We have financing options.

Made by Ashley. Top grain leather. \$139.00 delivery

LONGHORN BLACK OAK LOVESEAT



Item

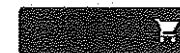
\$1,618.39

List \$2,379.99

Ref #:SIM698320

Add Ons

Other items with same look



FREE Pickup

Available for FREE pickup at a location near you.

ura / Living Room Furniture / Reclining Furniture / Hallstrung Dual Power Reclining Loveseat with Console



EVENT FEATURED

Hallstrung Dual Power Reclining Loveseat with Console

Item: U5240218

★★★★☆

4.7 10 Reviews | 1 Question, 3 Answers

Price Match Guarantee

or \$32/mo w/ 60 mos special financing [Learn How](#)
Based on retail price of \$1,899.99 (sales & promotions excluded)

~~\$1,899.99~~

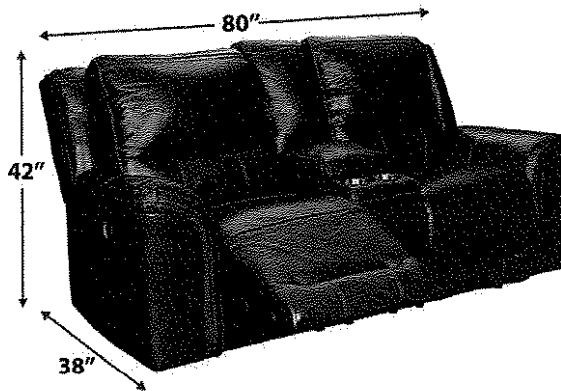
\$1,709.99

Assembly required
[Download PDF](#) | [See Details](#)

Local store prices and products may vary by location. Prices displayed in USD only.

Product Guide

Height: 42" Width: 80" Depth: 38" Weight: 293.32lbs



© Copyright Schlar Furniture Industries

Catanzaro Dual Power Reclining Loveseat

Item: U8300418

★★★★☆

3.8 8 Reviews | 2 Questions, 2 Answers

Price Match Guarantee

or \$34/mo w/ 60 mos special financing [Learn How](#)
Based on retail price of \$1,999.99 (sales & promotions excluded)

~~\$1,999.99~~

\$1,799.99

Local store prices and products may vary by location. Prices displayed in USD only.

Land Services Update for Work Session 7/2

1. Vacate Soo Line Trail Easement in Onamia for Housing Development
 - a. Mille Lacs Corporate Ventures, through their attorney, is proposing a new housing development in Onamia. The development is within the Soo Line Plat. Within the plat is the old Soo Line Trail easement, and nearby is the new ATV trail that was constructed as part of the trail re-alignment (for bridge over Hwy 169).
 - b. See attachments from Scott Anderson and MLCV
2. Recycling Program
 - a. Tipping fees
 - b. Hauling fees
3. CD2 update
 - a. Bids opened
 - b. Meeting with public held 6/24
 - c. Bid award recommendation to be made at 7/6 meeting
 - d. Construction Management by Houston Engineering Contract
4. Payoff for Ditch 4 Dispute
5. Ditch maintenance – spraying Ditches 2, 3, and 4.
 - a. Borrowing from another account
6. SSTS ordinance revision – public hearing on Tuesday
 - a. Only positive feedback received to date
 - b. Final copy attached
7. EXTENDING THE GREAT NORTHERN TRAIL TO MILACA
 - a. Public engagement event held 6/15
 - b. Consultant will provide summary of feedback

Chris Berg

From: Scott T. Anderson <Scott.Anderson@raswlaw.com>
Sent: Friday, June 25, 2021 11:05 AM
To: Chris Berg
Cc: Joe Walsh; Zachary J. Cronen
Subject: RE: MLCV Request to Vacate Trail
Attachments: 2021.05.28 MLC Board Ltr with Exhibits and Attachments.pdf

Chris:

We have reviewed the letter and documents that Shauna Coons sent on behalf of Mille Lacs Corporate Venture ("MLCV"). Based on those documents, it is our understanding that the County was given an easement over a former railroad, which the County has since used as part of the Soo Line Trail. Around 15 years ago, the State relocated a portion of the trail to E Pony Farm Road. The original portion of the trail crosses over property that is owned by MLCV. MLCV intends to redevelop its property into affordable housing. It has now requested that the County vacate the portion of the trail that is no longer necessary for the Soo Line Trail.

We reviewed State statutes and have not found a specific statutory process that clearly applies to vacating trail easements owned by counties. However, State law confirms that counties have the right to vacate "public ways." Minn. Stat. § 160.29, subd. 1. A public way includes a highway, road, street, alley and "other publicly owned interest in real property which is open to the free passage and use of the public." *Id.* A public trail easement would qualify as a public way, meaning that the County has the ability to vacate it. While Section 160.29 says that the County can vacate a public way, it does not contain a specific process that the County must follow.

Other statutes do have specific vacation processes that a public entity must follow. For example, when dealing with vacating county highways, Minnesota Statutes section 163.11, subdivision 4 states that if there is a newly opened highway "which takes the place of and serves the same purposes as any portion of another county highway, the county board may vacate any such portion of the other highway by resolution." That is essentially what is happening here with the Soo Line Trail, the only difference being that this involves a trail easement instead of a highway easement. While Section 163.11 is not directly applicable to this situation, we think the safest path forward is to follow that same process for vacating this portion of the Soo Line Trail.

We have a few recommendations regarding the content of the resolution that the County will pass to vacate the trail. First, we recommend including a legal description that specifically defines the portion of the trail that will be vacated. MLCV has provided a draft legal description with the quit claim deed it sent. You should check to make sure the legal description accurately defines what the County would vacate. Second, we recommend including an exhibit to the resolution depicting where the vacated trail is located. You can use highlighting or something similar to clearly show the portion that is being vacated. We want to make it clear that the County is not vacating any other portion of the Soo Line Trail. Third, we recommend that the resolution make specific findings which state that this portion of the trail is no longer necessary for the Soo Line Trail. The finding should also state the public will continue to have the right to use the Soo Line Trail because it has been realigned, and therefore the public will not suffer from the vacation of this portion of the trail.

If the Board approves the vacation resolution, Section 163.11 states that "the board shall cause personal service of the resolution to be made upon each occupant of land through which the vacated portions passed and shall also post notice of the resolution for at least ten days." The only occupant of land through which the vacated trail passes is MLCV. A copy of the resolution and proof of service and affidavit of posting should then be filed

with the County Auditor's Office. *Id.* Obviously, there is nothing that requires the Board to vacate the trail. The Board has ultimate authority on whether or not to vacate. If the County chooses to approve the vacation, the County's interest would revert to the abutting property owner – MLCV. However, to clear up title, the County can also execute the quit claim deed provided by MLCV to disclaim any interest it has in the trail.

We also want to draw your attention to a few other items related to the vacation. Under Section 163.11, subd. 4, "any person claiming to be damaged to by the vacation may appeal to the district court." At court, the person must prove how they were damaged by the vacation. We think the likelihood of anyone bringing an appeal is extremely low, but we wanted to point it out to you. This is also the reason we recommended having a finding in the resolution stating that the public can continue to use the trail and has not been damaged. Likewise, MLCV requested the vacation and would benefit from it because they could develop their property, so the likelihood of them claiming damages seems extremely low.

Note that if the County were vacating a trail or other public right-of-way that was dedicated as part of a plat, there is a different standard and process that applies. Under Minnesota Statutes section 505.14, in order to vacate "public grounds" that were dedicated as a part of a plat, a property owner can bring an application in district court to vacate any or all street, alley, or public ground. There is a specific process that must be followed before and during the district court action. While the MLCV property is part of the Soo Line Addition Plat, the trail itself is not shown in the Plat. Rather, the Plat just shows where the centerline of the former railroad is located. The trail itself is not dedicated in the Plat. Therefore, we do not believe that the process in Section 505.14 applies. However, we just want to point that statute out so you are aware of it if this issue arises again in the future.

If you have any questions or would like assistance in drafting or reviewing a resolution, please let us know.

Scott T. Anderson



**Rupp, Anderson, Squires
& Waldspurger, P.A.**

Scott T. Anderson

Attorney at Law

333 South Seventh Street, Suite 2800

Minneapolis, MN 55402

Office: (612) 436-4300

Direct: (612) 244-2758

Cell: (612) 597-7912

Fax: (612) 436-4340

www.raswlaw.com

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From: Chris Berg <Chris.Berg@millelacs.mn.gov>

Sent: Wednesday, June 16, 2021 10:41 AM

To: Scott T. Anderson <Scott.Anderson@raswlaw.com>

Subject: FW: MLCV Request to Vacate Trail

Importance: High

Mr. Anderson,

The Mille Lacs County Board approved an agreement yesterday for you to assist our office with land use issues. The Board would like you to review the attached proposed vacation of a portion of our Soo Line Trail easement and provide any feedback by our next 'work session' meeting on July 2. I look forward to working with you, and when you have time, I'd love to talk and introduce myself on the phone.

Thank you!

Chris Berg

Land Services Director/Land Commissioner

Mille Lacs County

Chris.Berg@millelacs.mn.gov

320-983-8296 – Office

320-345-1694 – Cell



From: Shauna Coons <scoons@kwelawfirm.com>

Sent: Monday, June 7, 2021 4:49 PM

To: Chris Berg <Chris.Berg@millelacs.mn.gov>

Cc: Sara J. Treiber <streiber@mlcv.com>

Subject: MLCV Request to Vacate Trail

Importance: High

Hi Chris,

I hope this message finds you well. Attached is a request from Mille Lacs Corporate Ventures for Mille Lacs County to vacate an old easement that is located on MLCV property. We would be happy to appear before the Board and answer any questions they may have. Please let me know what further information you need from me and if we are to appear at the June 15th or July 6th meeting. Thank you for your assistance with this project. I look forward to hearing from you.

Take care,
Shauna



Shauna L. Coons, Managing Attorney

Kwe Law Firm PLLC

4707 Highway 61 North, No. 248

White Bear Lake, MN 55110

Phn. 651.503.0900

scoons@kwelawfirm.com

Coming soon: www.kwelawfirm.com

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City of Onamia

621 W. Main St. - PO Box 186 - Onamia, MN 56359

June 9, 2021

Mr. David Oslin, Chairperson
Mille Lacs County Board of Commissioners
c/o Chris Berg, Land Services Director/Land Commissioner
635 2nd Street SE
Milaca, MN 56353

Re: Letter in support of request to vacate easement

Dear Chairperson Oslin and Board of Commissioners:

The Onamia City Council writes this letter in support of Mille Lacs Corporate Ventures' (MLCV) May 28, 2021, request to vacate a trail easement located on property within the City of Onamia. By vacating the easement, MLCV will be able to develop an affordable housing project that will support further growth and economic opportunities for the City of Onamia.

The City and neighboring communities have a growing business sector with commercial, mercantile, manufacturing, social, economic, civic and agricultural interests. But, the City is in need of affordable workforce housing to maintain a workforce that will support these industries. In 2015 and again in 2019, a third-party housing study completed by Maxfield Research identified a shortage of housing in the area with a need for workforce housing. MLCV has presented our City Council and our Planning Commission with its plans for their new housing development, Red Willow Estates.

On May 8, 2019, MLCV presented its plan for the Red Willow Estates housing development, a low-income housing tax credit project. At that meeting the Onamia City Council unanimously voted in support of this project, as evidenced by City of Onamia Resolution No. 050819 (Attached). During recent months, MLCV has provided the City Council and Planning Commission with updates on the Red Willow Estates project. The City Council continues to provide it support of this much needed affordable housing project. Therefore, the Onamia City Council joins MLCV in its request that the County of Mille Lacs vacate the trail easement to the portion of the Soo Line Trail that is located on the MLCV property as identified in its letter of May 28, 2021.

Sincerely,


Marge Agnew
Mayor, City of Onamia

Cc: Sara Treiber; Senior Business Development Planner, MLCV

enclosure

City of Onamia

621 West Main Street • P.O. Box 186 • Onamia, MN 56359

Phone: 320-532-3311 • Fax: 320-532-3434 • E-mail: cityhall@mlccmn.net

May 9, 2019

Minnesota Housing Finance Agency
400 Wabasha Street North, Suite 400
St. Paul, MN 55102

Re: Red Willow Estates – Threshold Letter

To Whom It May Concern:

At its meeting held on May 8, 2019, the Onamia City Council has reviewed and endorsed the Red Willow Estates housing development proposal that proposes the new construction of 30 townhome units in Onamia. This endorsement is based upon the findings that the project will meet locally identified housing needs and that the proposed housing is in short supply in the local housing market. This need is evidenced by a third-party housing study and a third-party market study of the housing development's market area.

The Onamia City Council endorsement is evidenced by the Onamia City Council's approval of Resolution 050819, a copy of which is included with this letter.

Sincerely,


Marge Agnew
Mayor, City of Onamia

City of Onamia

621 West Main Street • P.O. Box 186 • Onamia, MN 56359

Phone: 320-532-3311 • Fax: 320-532-3434 • E-mail: cityhall@mlcmmn.net

Resolution Number 050819

WHEREAS, the Onamia City Council ("OCC") is the duly elected governing body of the City of Onamia, Minnesota; and

WHEREAS, Mille Lacs Corporate Ventures ("MLCV") is an entity operating and developing within the Jurisdiction of the City of Onamia for the benefit of our community; and

WHEREAS, the OCC and the MLCV acknowledge a locally identified housing need for low-income households in our community as evidenced by a 2015 housing study completed by Maxfield Research and a 2019 market study completed by Maxfield Research; and

WHEREAS, The OCC acknowledges the MLCV's intent to employ Low Income Housing Tax Credits ("LIHTC") for the financing for the construction of 30 housing units within the jurisdiction of the City of Onamia for a project to be known as Red Willow Estates that will benefit our community.

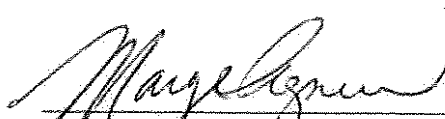
NOW THEREFORE BE IT RESOLVED, that the Onamia City Council hereby approves and acknowledges:

- 1) The intent of Mille Lacs Corporate Ventures, as developer of the Red Willow Estates Development, to pursue and utilize an award of LIHTCs from the Minnesota Housing Finance Agency to finance the development of the project pursuant to all requirements and regulations of the City of Onamia.
- 2) This endorsement for the Red Willow Estates Development is based upon the findings that the project will undoubtedly meet locally identified housing needs and that the proposed housing is in short supply in our community as evidenced by a 2015 housing study and 2019 market study.

We do hereby certify that the foregoing resolution was duly adopted by a vote of five for and zero against at a May 8, 2019 meeting of the Onamia City Council with a quorum being present. The meeting was held May 8, 2019 at Onamia City Hall – 621 Main St., Onamia, MN.

Attest:


Kathleen McCullum, City Clerk-Treasurer


Marge Agnew, Mayor



Shauna L. Coons
 Managing Attorney
 Licensed in Minnesota
 Phn 651.503.0900
 scoons@kwelawfirm.com

May 28, 2021

Mr. David Oslin, Chairperson
 Mille Lacs County Board of Commissioners
 c/o Chris Berg, Land Services Director/Land Commissioner
 635 2nd Street SE
 Milaca, MN 56353
 Chris.berg@millelacs.mn.gov

via E-Mail

Re: Request for vacation of easement to portion of former trail

Dear Chairperson Oslin and Board of Commissioners:

Mille Lacs Corporate Ventures (MLCV) is the owner of real estate located in the City of Onamia that it seeks to develop into an affordable housing project. Within this land is an easement for a portion of the former Soo Line Trail. The location of the easement restricts the development of the affordable housing project. Vacating this easement will enable MLCV to develop approximately 30 affordable housing units with a playground and green space for occupancy by future citizens of the City of Onamia and County of Mille Lacs. MLCV respectfully requests that the Mille Lacs County Board approve to vacate the easement by quit claim deed to MLCV.

The property in question is part of the Soo Line Addition Plat, Recorded on May 21, 1993, as Document No. 223510. (Ex. A.) The subject land is located at 36200 Highway 169, Onamia, MN. This property was acquired by MLCV in 2019 for the purpose of developing an affordable housing project.

Mille Lacs County acquired the easement to the former Soo Line Trail from the Soo Line Railway Company in or around 1994. The County recorded an Easement for the relevant portion of the former trail on November 7, 1994, Document No. 236525. (Ex. B.) Use of the trail is regulated by the Soo Line Trail Rules and Safety Regulations, recorded June 19, 1995, as Doc. No. 239368, and subsequently amended on May 22, 2001, Document No. 279148 recorded July 3, 2001. (Ex. B.) In 2007, the Minnesota Department of Transportation realigned the Soo Line Trail by relocating the trail within a dedicated right-of-way adjacent to E Pony Farm Road, State Project No. 48-090-01. (Ex. C.) The realigned trail was graded, resurfaced and reconnected to the existing Soo Line Trail to allow for a safer and more enjoyable experience for trail users and traffic on Highway 169.

The easement to the former portion of the Soo Line Trail may be vacated by the County to enable the land to be put to a more beneficial use. The realigned Soo Line Trail exists on a permanent dedicated right-of-way. This trail provides the access and continued recreational use of the Soo Line Trail that is enjoyed by many citizens. Additionally, the easement may be vacated because it is not an access road providing ingress or egress to other public land or for emergency vehicles. Effective emergency vehicle transportation is provided on E Pony

Kwe Law Firm PLLC
 4707 Highway 61 North, No. 248, White Bear Lake, MN 55110
 www.kwelawfirm.com

Mille Lacs County Board Trail Vacation
May 28, 2021
Page 2 of 2

Farm Road. The easement on the MLCV property is no longer being maintained by the County in accordance with the Soo Line Trail Rules and Safety Regulations or in the same manner as the remaining portions of the Soo Line Trail. The easement has effectively been abandoned in favor of the safer more enjoyable Soo Line Trail located on the maintained dedicated right-of-way. Vacating the easement on the MLCV property will serve the best interests of the public by allowing the land to be developed into affordable housing and achieving its highest and best use.

MLCV has discussed the affordable housing project with the City of Onamia, who has also provided its consent to the development. MLCV has presented details on the affordable housing project in meetings with the Onamia City Council. The City has expressed its support for additional affordable housing to be developed at the MLCV location. The need to vacate the easement in order to complete the development has also been explained to the City Council and government staff. The City of Onamia is in agreement with MLCV requesting that the easement be vacated and may be providing their support through subsequent communications directly to the County Board of Commissioners.

The easement is located on the following MLCV parcels:

PID No. 22-810-0230; PID No. 22-810-0231; PID No. 22-810-0232; PID No. 22-810-0240; PID No. 22-810-0241; PID No. 22-810-0250; PID No. 22-810-0280; PID No. 22-810-0290

The easement is more specifically located on Outlot F, Outlot G, and part of Lot 1 and Lot 2 of Block 7.

On behalf of Mille Lacs Corporate Ventures, we respectfully request that the Mille Lacs County Board of Commissioners approve to vacate the easement across the MLCV parcel and authorize the signing and recording of a quit claim deed to effectuate the vacation. (Draft Quit Claim Deed Attached.) If you have any questions or concerns we would be happy to appear before the Mille Lacs County Board to discuss this matter.

Sincerely,



Shauna L. Coons

Cc: Sara Treiber; Senior Business Development Planner, MLCV
Marge Agnew; Mayor, City of Onamia

enclosures

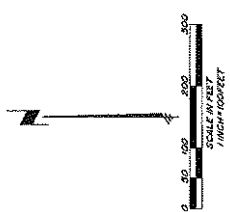


Sharon Thompson
County Recorder, 111 West Court

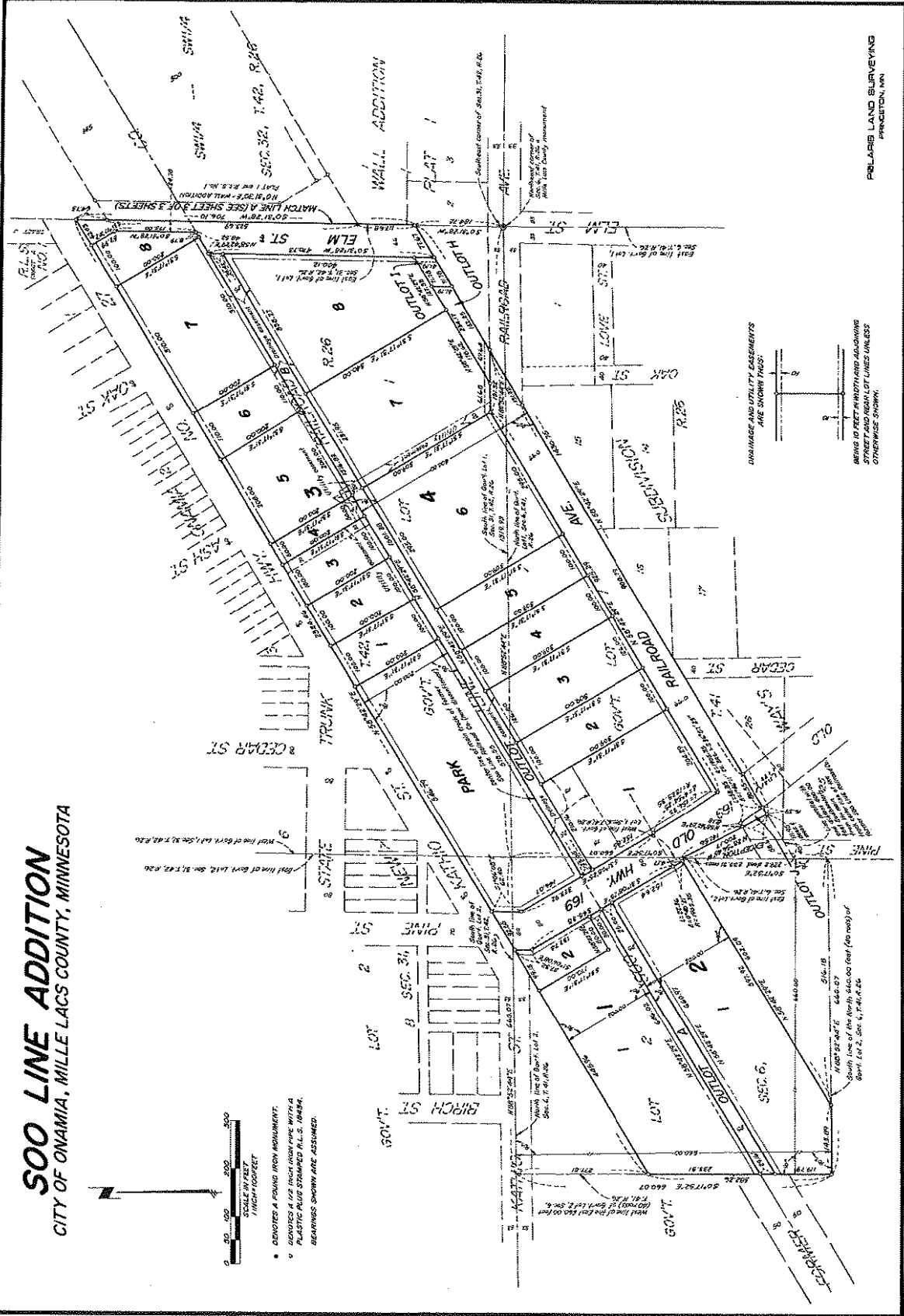
SHEET 1 OF 3 SHEETS

SOO LINE ADDITION

CITY OF ONAMIA, MILLE LACS COUNTY, MINNESOTA



- DENOTES A FOUND IRON MONUMENT.
- DENOTES A LOST IRON MONUMENT WITH A PLASTIC PLUS STAMPED P.L.S. 10434. BEGINNINGS SHOWN ARE ASSUMED.



DRAINAGE AND UTILITY CASEMENTS ARE SHOWN THIS:

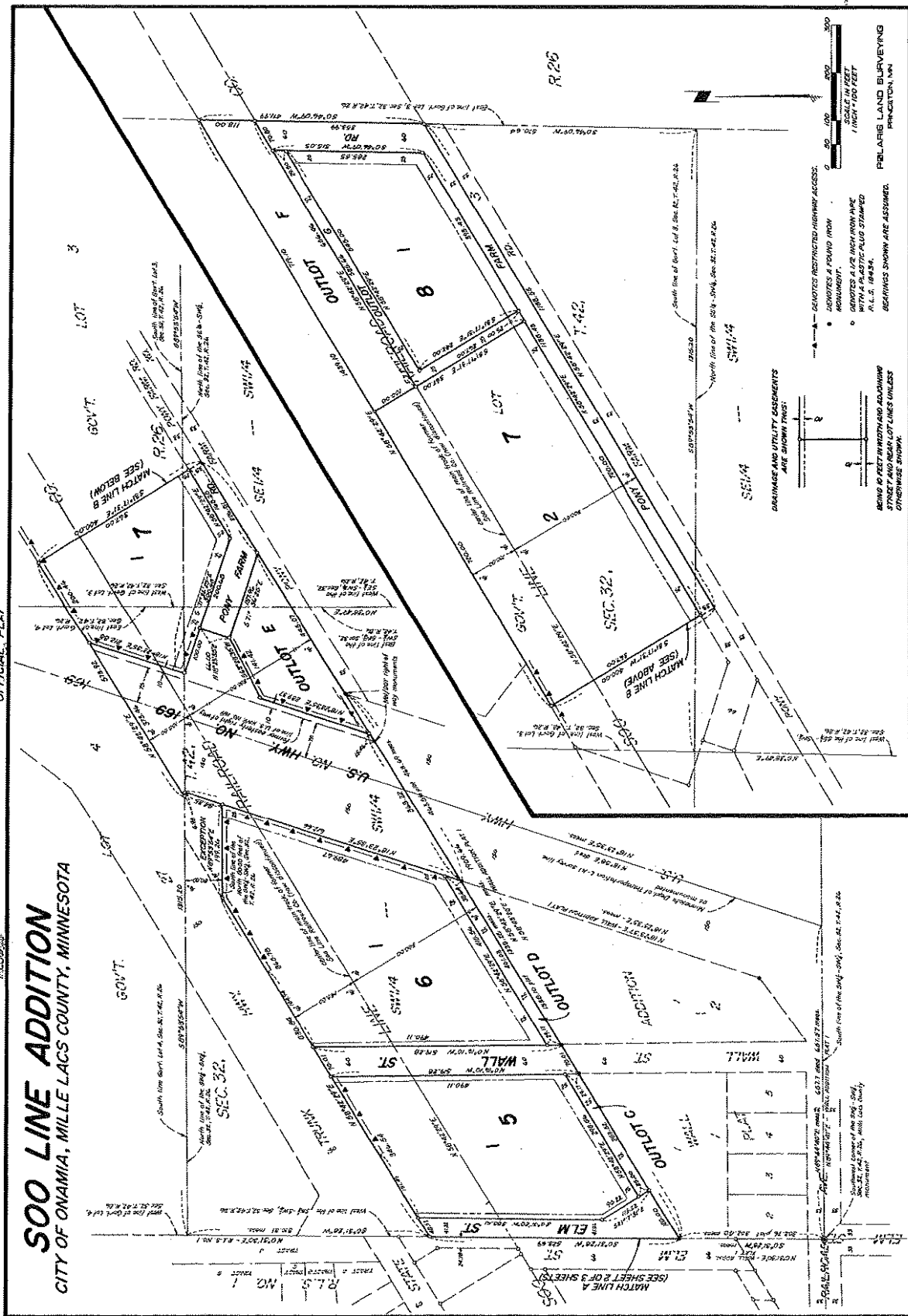
BEING 10 FEET IN WIDTH ADDING STREET AND RIGHT OF WAY LINES UNLESS OTHERWISE SHOWN.

POLARIS LAND SURVEYING
PRINCETON, MN

SOO LINE ADDITION
CITY OF ONAMIA, MILLE LACS COUNTY, MINNESOTA

٧٢٥٥٩

OFFICIAL PLAY



SHEET 3 OF 8 SHEETS

POLARIS LAND SURVEYING
PRINCETON, NJ

EASEMENT
 Corporation or Partnership to
 Corporation or Partnership

Minnesota Uniform Conveyancing Blanks (1978)

HOMER PUBLISHING CO., NEW YORK, N.Y.

230725

 No delinquent taxes and transfer entered; Certificate
 of Real Estate Value () filed () not required
 Certificate of Real Estate Value No. _____
 _____, 19____

Easement - No Transfer
 County Auditor

by _____ Deputy

STATE DEED TAX DUE HEREON: \$ _____

Date: November 1st, 1994
 COUNTY RECORDER
 MILLE LACS COUNTY, MN
FILED

NOV 07 1994

TIME 4:30 P M.
 SHARON KLEINGARTNER
 COUNTY RECORDER
 DEPUTY

(reserved for recording data)

FOR VALUABLE CONSIDERATION, _____ COUNTY OF MILLE LACS

 MINNESOTA, Grantor, hereby conveys to _____, a POLITICAL SUBDIVISION
 COUNTY OF MILLE LACS under the laws of

 POLITICAL SUBDIVISION under the laws of MINNESOTA, Grantee, a
 MILLE LACS County, Minnesota, described as follows:

An easement for the construction and use of a multi-use trail on all of that part of Lot 1, Block 1 of the Soo Line Addition to Onamia lying south of a line 30 feet north of and parallel to the south line of said lot; and also, on all that part of Lot 1, Block 7 of the Soo Line Addition lying northerly of the following described line.

Commencing at the most westerly corner of said Lot 1, Block 7; thence north 18 degrees, 23 minutes, 35 seconds east along the northwesterly line of said Lot 1, Block 7 a distance of 35.15 feet to the point of beginning of the line to be described. Thence north 58 degrees, 42 minutes, 29 seconds east a distance of 335.98 feet to the point of intersection with the easterly line of said Lot 1, Block 7 and said line there terminating; and also, on all that part of Lot 2, Block 7 of the Soo Line Addition to Onamia lying northerly of the following described line. Commencing at the most westerly corner of said Lot 2, Block 7 thence south 31 degrees, 17 minutes, 31 seconds east along the southwesterly line of said Lot 1, Block 7 a distance of 125 feet to the point of beginning of the line to be described. Thence north 58 degrees, 42 minutes, 29 seconds east a distance of 720.0 feet to the point of intersection with the easterly line of said Lot 2, Block 7 and said line there terminating; and also, on all that part of Outlot F and Outlot G of the Soo Line Addition to Onamia.

 MILLE LACS COUNTY
 DEED TAX OF \$ _____
 PAID Easement
 TREASURER'S RECEIPT NO. _____

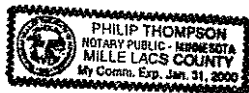
 By Paul A. Reiman, Jr.
 Its MILLE LACS COUNTY BOARD CHAIRMAN

 By _____
 Its _____

STATE OF MINNESOTA

COUNTY OF MILLE LACS ss.
 The foregoing was acknowledged before me this 1st day of November, 1994,
 by PAUL A. REIMAN, JR. CHAIRMAN
 of MILLE LACS COUNTY BOARD OF COMMISSIONERS
 under the laws of MINNESOTA, on behalf of the POLITICAL SUBDIVISION
POLITICAL SUBDIVISION

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)


 Signature of Philip Thompson
 SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
 Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

 MILLE LACS COUNTY HIGHWAY DEPARTMENT
 565 EIGHTH STREET NE
 MILACA, MN 56353

239368

WS 3

COUNTY RECORDER
MILLE LACS COUNTY, MN
FILED

JUN 19 1995

3:15 P.M.
SHARON KLEIN, CLERK
COUNTY RECORDER
DEPUTY

OFFICIAL ORDINANCE
SOO LINE TRAIL RULES AND SAFETY REGULATIONS

MILLE LACS COUNTY, MINNESOTA

**AN ORDINANCE PROVIDING FOR THE USE OF THE ABANDONED SOO LINE RAILROAD
RIGHT OF WAY WITHIN THE BOUNDARIES OF MILLE LACS COUNTY, MINNESOTA.**

The County Board of Mille Lacs County ordains:

WHEREAS, Mille Lacs County has purchased from the Soo Line Railway Company, an abandoned railway right of way within its boundaries over and across premises described in Appendix A attached hereto; and

WHEREAS, at least 100 feet of width of said right of way, being 50 feet on each side of the center line of the former rail line, is deemed to be necessary for the continued operation by the county of a recreational and commercial right of way facility in rural areas and 25' right of way across the property inside the cities; and

WHEREAS, it is deemed advisable that all traffic of every kind and nature on said right of way owned and operated by the County of Mille Lacs as aforesaid should be regulated and managed to ensure the safety of the users of the said right of way and of the general public and to protect and benefit the people, economy and natural resources of the County, allowing the most possible uses thereof.

NOW THEREFORE, the County Board of Commissioners of Mille Lacs County, Minnesota does ordain as follows:

SECTION I. SHORT TITLE

This Ordinance shall be known as the Soo Line Trail Rules and Safety Regulations and will be referred herein as "this Ordinance".

SECTION II. AUTHORITY

It is the intent and purpose of this Ordinance to establish certain rules and regulations for the operation, management and safety of the said abandoned Soo Line Railway Right of Way within this County in accordance with all existing Minnesota Statutes, Rules and Regulations.

SECTION III. JURISDICTION

The rules and regulations herein governing the management and safety of the Soo Line Railway Right of Way Trail shall apply to all of the 100 foot right of way within Mille Lacs County, Minnesota outside the Cities of Onamia, Isle and Wahkon, and on the designated Trail in the Cities of Onamia, Isle and Wahkon.

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SECTION IV. DEFINITION OF WORDS AND PHRASES

- A. VEHICLE: All-terrain vehicles as described by Minnesota Statutes, snowmobiles as described by Minnesota Statutes, bicycles and horse drawn vehicles.
- B. EMERGENCY EQUIPMENT: Crash, fire, rescue or police motor vehicles or such other equipment as the County Zoning Administrator may designate as necessary to safeguard and maintain the said right of way.
- C. SERVICE, MAINTENANCE AND CONSTRUCTION EQUIPMENT: Approved equipment normally operated for the construction, inspection, repair and maintenance of said right of way.
- D. SHORT-TERM SPECIAL PERMIT: Permit issued for five years or less.
- E. LONG-TERM SPECIAL PERMIT: Permit issued for longer than five years.

SECTION V. AUTHORIZED USES WITHOUT PERMIT

The said right of way trail may be used in the following manners without special permits from the County:

- A. Recreational trail for pedestrians and for vehicles as defined herein, unless otherwise restricted by this ordinance.
- B. Access road fire protection and prevention.
- C. Access road for law enforcement and emergency purposes.

SECTION VI. AUTHORIZED USES, LONG-TERM OR SHORT-TERM SPECIAL PERMIT REQUIRED

The said right of way may be used in the following manners upon special permit only, which application and issuance is hereinafter provided for in this Ordinance:

- A. Access road for the harvesting, use and management of natural resources, such as timber, gravel, peat, minerals and other natural resources.
- B. Installation and maintenance of utilities, such as electric transmission lines, telephone communication lines, gas, oil and other transmission lines.
- C. Special events as are hereinafter described.
- D. For such other uses as may be subsequently approved by the County Board upon proper application.
- E. Access road for maintenance work on public drainage systems.
- F. Emergency alternate temporary public roadway.
- G. Roadway or farm crossings, when property on both sides of the right of way is owned or leased by the same owner, corporate or individual.

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SECTION VII.**UNAUTHORIZED USES**

Under no circumstances should the right of way governed by this Ordinance be used in the following manners:

- A. As a permanent public transportation route for normal highway traffic.
- B. As a permanent driveway or access to non-county administered lands.
- C. As a log landing or storage area.
- D. As a gravel, peat or mineral storage or processing area.
- E. As a dumping area for garbage, refuse, debris, equipment, slash, spoils, or other refuse of any kind, at any time.
- F. By two-wheel motorized vehicles.
- G. By automobiles, trucks, dune buggies or other motorized vehicles with engine displacement of 800 cubic centimeters or more and total dry weight of 600 pounds or more.
- H. By all-terrain vehicles as defined herein between November 30 and April 1 of each and every year following enactment of this ordinance.

SECTION VIII.**LONG-TERM OR SHORT-TERM SPECIAL PERMITS**

Short-term special permits for authorized uses described in Section VI above shall be issued by the County Zoning Administrator for periods not to exceed five (5) years pursuant to guidelines established by the County Board. Long-term special permits for authorized uses described in Section VI above shall be issued by the County Board for periods longer than five (5) years upon the recommendation of the County Zoning Administrator.

Appeals from any decision made by the County Zoning Administrator to deny the issuance of a short-term special permit, shall be made to the County Board for its consideration. Appeals from any determination by the County Zoning Administrator to the effect that a long-term special permit should not be recommended to the County Board by him shall be made to the County Board for its consideration.

Appeals shall be taken to the County Board within forty-five (45) days of receipt of written notice from the County Zoning Administrator of the decision by him to deny the issuance of a short-term special use permit or the determination by him not to recommend to the County board the issuance of a long-term special permit.

SECTION IX. TRAIL PLOWING

At least three inches of snow must be left upon the surface of the right of way of the trail after plowing between December 1 and April 1 of each winter.

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SECTION X. FIREARMS

No discharge of any firearm or bow is permitted upon or across the right of way.

SECTION XI. TRAIL SIGNS

The County Zoning Administrator shall be responsible for the placement of signs upon the trail and its right of way. In addition to directional and instructional signing there may exist on the trail advertisement signs for businesses along the right of way, provided that written permission is first obtained from the County Zoning Administrator for the placement of the said sign and further provided that said signs are designed, constructed, placed and maintained in a uniform manner as provided by the Zoning Administrator and further provided that said signs do not in any way adversely affect primary uses of the right of way.

SECTION XII. FENCES

Owners of land adjacent to the right of way may construct and maintain fences along the right of way lines provided that fences do not encroach upon the right of way and provided that the fencing shall be at the sole expense of the adjacent land owner.

SECTION XIII. SAFETY

All traffic regulations applicable to highways and streets and trails within the State of Minnesota shall be applicable to the utilization to the right of way; however, the County reserves the right to provide for more limited and stringent safety and traffic regulations upon the right of way as it may deem in the public interest and safety. Unless otherwise posted, the maximum speed limit on the right of way shall be 50 miles per hour in rural areas and 25 miles per hour in Cities of Onamia, Isle and Wahkon.

239368

SECTION XIV. SPECIAL EVENTS

Upon application and written permission granted by the County Board of Commissioners, the right of way may be used for special events pursuant to special conditions and time constraints provided in the permit for events such as, including but not limited to, snowmobile races, dog sled races, bicycle races, etc.

SECTION XV. ENFORCEMENT

It shall be the duty of the Mille Lacs County Zoning Administrator to monitor the uses of the right of way to ensure compliance with this Ordinance. The Mille Lacs County Sheriff's Department shall enforce all State laws and regulations and the terms of this Ordinance upon said right of way.

SECTION XVI. VIOLATION AND PENALTY

Any person who shall violate any provision of this Ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed \$700 and/or by imprisonment of not to exceed 90 days. These penalty provisions are in addition to any other remedy or action available in law or as a matter of right to Mille Lacs County.

SECTION XVII. VALIDITY

Should any section or provision of this Ordinance be declared by the Courts to be unconstitutional or invalid, such decision shall not affect the validity of this Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

SECTION XVIII. EFFECTIVE DATE

This Ordinance shall take effect and be enforced upon passage and publication.

PASSED, APPROVED AND ADOPTED by the Board of Commissioners of the County of Mille Lacs on the 3rd day of November, 1992.


David A. Oberfeld, Chairman
Mille Lacs County Board of Commissioners

ATTEST:


Elmer Warolin, Secretary
Mille Lacs County

APPENDIX A

A strip of land of varying width, being the right of way and station ground property of the Soo Line Railroad Company's so-called Brooten to Superior branch line in Mille Lacs County, Minnesota, beginning at the west line of the SW 1/4 SW 1/4 of Section 18, T41N, R27W, and extending in a north-easterly direction along said branch line to the east line of the NE 1/4 SE 1/4 of Section 36, T43N, R25W; said strip being of varying widths on each side of the centerline of said branch line as constructed and located over and across the following:

Township 41 North Range 27 West

S 1/2 SW 1/4, NE 1/4 SW 1/4, N 1/2 SE 1/4, NE 1/4 SE 1/4, SE 1/4
NE 1/4 of Section 18
NW 1/4 SW 1/4, S 1/2 NW 1/4, SW 1/4 NE 1/4, N 1/2 NE 1/4 of Section 17
N 1/2 NW 1/4 of Section 16
SE 1/4 SW 1/4, S 1/2 SE 1/4, NE 1/4 SE 1/4 of Section 9
SW 1/4 SW 1/4, N 1/2 SW 1/4, NW 1/4 SE 1/4, S 1/2 NE 1/4 of Section 10
S 1/2 NW 1/4, N 1/2 NW 1/4, N 1/2 NE 1/4 of Section 11
SE 1/4 SE 1/4 of Section 2
S 1/2 SW 1/4, NE 1/4 SW 1/4, SW 1/4 SE 1/4, N 1/2 SE 1/4, SE 1/4
NE 1/4 of Section 1

Township 41 North Range 26 West

S 1/2 NW 1/4, NE 1/4 NW 1/4, N 1/2 NE 1/4 of Section 6

Township 42 North Range 26 West

S 1/2 SE 1/4 (Gov. lots 1 and 2) of Section 31
SW 1/4 SW 1/4, NW 1/4 SW 1/4 (Gov. lot 4), SE 1/4 SW 1/4, NE 1/4
SW 1/4, N 1/2 SE 1/4, S 1/2 NE 1/4 of Section 32
SW 1/4 NW 1/4, N 1/2 NW 1/4, N 1/2 NE 1/4 of Section 33
S 1/2 SE 1/4 of Section 28
S 1/2 SW 1/4, NE 1/4 SW 1/4, N 1/2 SE 1/4, SE 1/4 NE 1/4 of Section 27
S 1/2 NW 1/4, NE 1/4 NW 1/4, N 1/2 NE 1/4 of Section 26
SE 1/4 SE 1/4 of Section 23
S 1/2 SW 1/4, NE 1/4 SW 1/4, N 1/2 SE 1/4, SE 1/4 NE 1/4 of Section 24

Township 42 North Range 25 West

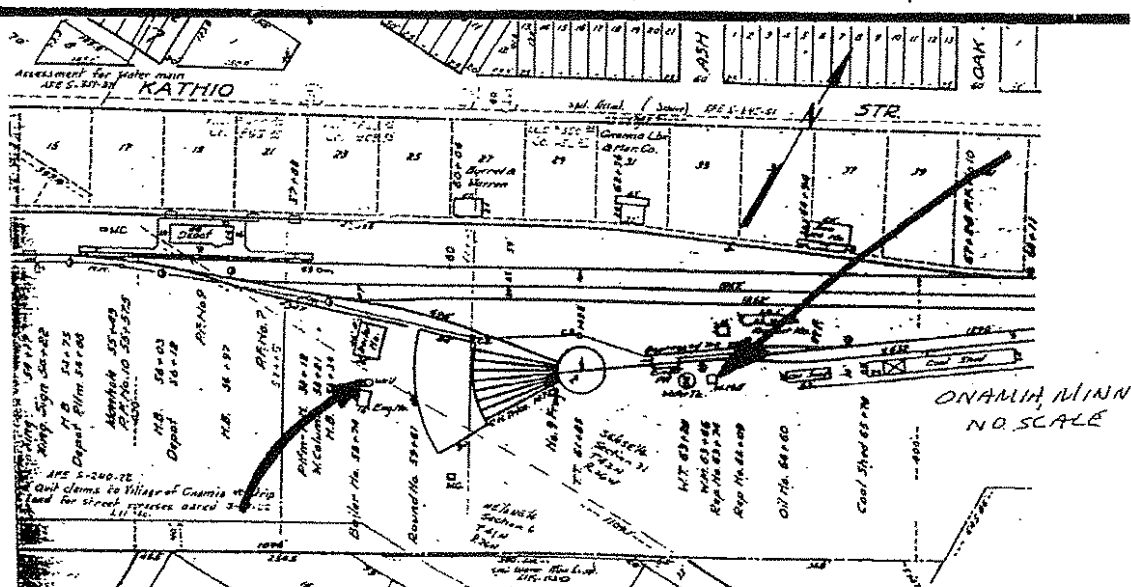
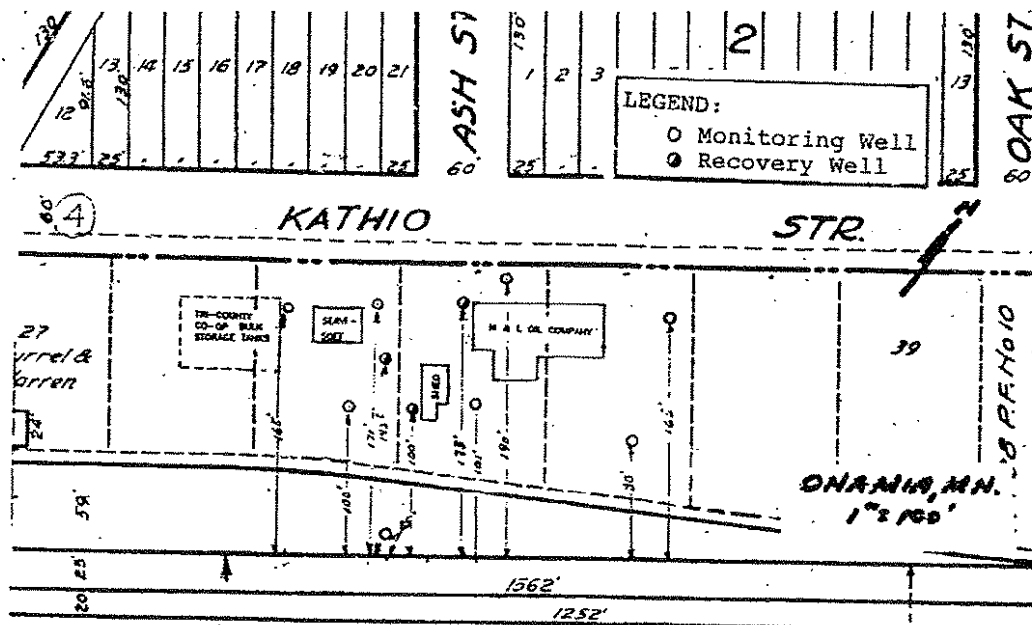
S 1/2 NW 1/4, NE 1/4 NW 1/4, N 1/2 NE 1/4 of Section 19
SE 1/4 SE 1/4 of Section 18
S 1/2 SW 1/4, NE 1/4 SW 1/4, N 1/2 SE 1/4, SE 1/4 NE 1/4 of Section 17
S 1/2 NW 1/4, NE 1/4 NW 1/4, N 1/2 NE 1/4 of Section 16
SE 1/4 SE 1/4 of Section 9
S 1/2 SW 1/4, NE 1/4 SW 1/4, N 1/2 SE 1/4, S 1/2 NE 1/4 of Section 10
SW 1/4 NW 1/4, N 1/2 NW 1/4, NW 1/4 NE 1/4 of Section 11
S 1/2 SE 1/4, NE 1/4 SE 1/4, SE 1/4 NE 1/4 of Section 2
SW 1/4 NW 1/4, N 1/2 NW 1/4, NW 1/4 NE 1/4 of Section 1

Township 43 North Range 25 West

S 1/2 SE 1/4, NE 1/4 SE 1/4 of Section 36

mm

239368



"EXHIBIT A"

CERTIFICATE OF SURVEY

THE BEARING SYSTEM IS ASSUMED.

- * - Denotes existing iron monument found.
- A - Denotes Standard Oil tract.
- B - Denotes tract adjacent to A. No. 2 day.

THIS SURVEY DOES NOT PURPORT TO SHOW
EXISTING ENCROACHMENTS

I hereby certify that this report, plan, or survey was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Date _____ Registration No. _____

TOMMY JOE FULTON
LAND SURVEYOR
Box 4, Box 64
Albany, Minnesota 56431
Phone (218) 927 - 6516

NAME	I = 100	
BOOK	7	68
FILE NO.	400	

For: **MILLE LACS COUNTY**

SHEET 1 OF SHEETS

239368

Also included these properties in City of O.

City of Onamia - Los Line Cadd.

Outlot A N 10' of Lots 1-2-3-4

" " B 5-7-8 Blk 4

" " C N 5' of Lot 6 Blk 4

" " F Outlot H

N 125' of Lot 7 Blk 2

N 115' of Lot 1 Blk 7

S 30' of Lot 1 Blk 1

N 10' of Lot 1 Blk 2

City of Sels

Survey - T. G. Futton

City of Wakarusa

all that part of Los Line RR

property lying within 25' of

E of main line track - said

Main line track being 200' N

+ par to S RR Property line.

279148

An amendment to Section VI. To Mille Lacs County Development Code, Soo Line Trail Rules and Safety Regulations;

The Mille Lacs County Board of Commissioners does hereby ordain the following Section VI. To be amended to read as follows:

H. For use by all-terrain vehicles as defined herein between November 30th and April 1st of each year provided a permit is approved by the County Board of Commissioners.

This amendment becomes effective upon its passage and thirty (30) days after publication according to law.

Duly passed and adopted by the Mille Lacs County Board of Commissioners on the 22nd day of May 2001.

This amendment to the Mille Lacs County Development Code, Soo Line Trail Rules and Safety Regulations shall take effect 30 days after its passage and adoption by the Mille Lacs County Board of Commissioners.

Dated: May 22nd 2001

Frank Courteau
Chairman

Mille Lacs County Board of Commissioners

Attest:

Philip Thompson

Philip Thompson, Secretary

Mille Lacs County Board of Commissioners

This instrument drafted by:

Publish 6-13;6-20;6-27;7-4

Barbara K. Kiel
Mille Lacs County

OFFICE OF COUNTY RECORDER
MILLE LACS COUNTY, MINNESOTA

I HEREBY CERTIFY THAT

THIS INSTRUMENT

WAS FILED/RECORDED IN THIS OFFICE FOR RECORD

ON THE 23 DAY OF July A.D. 2001

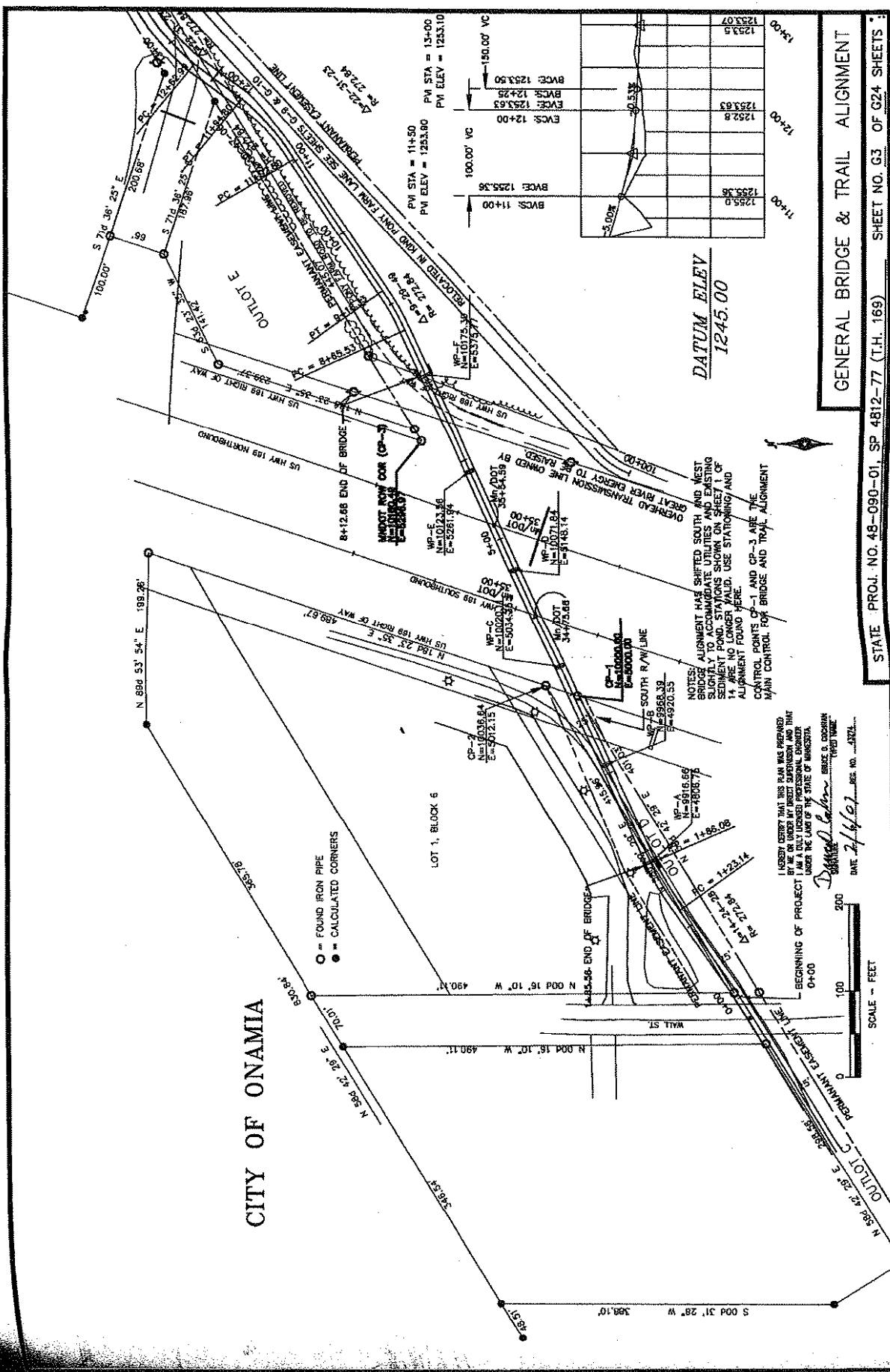
AT 4:30 O'CLOCK P. M.

Quinn Stapp
DEPUTY

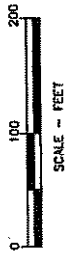
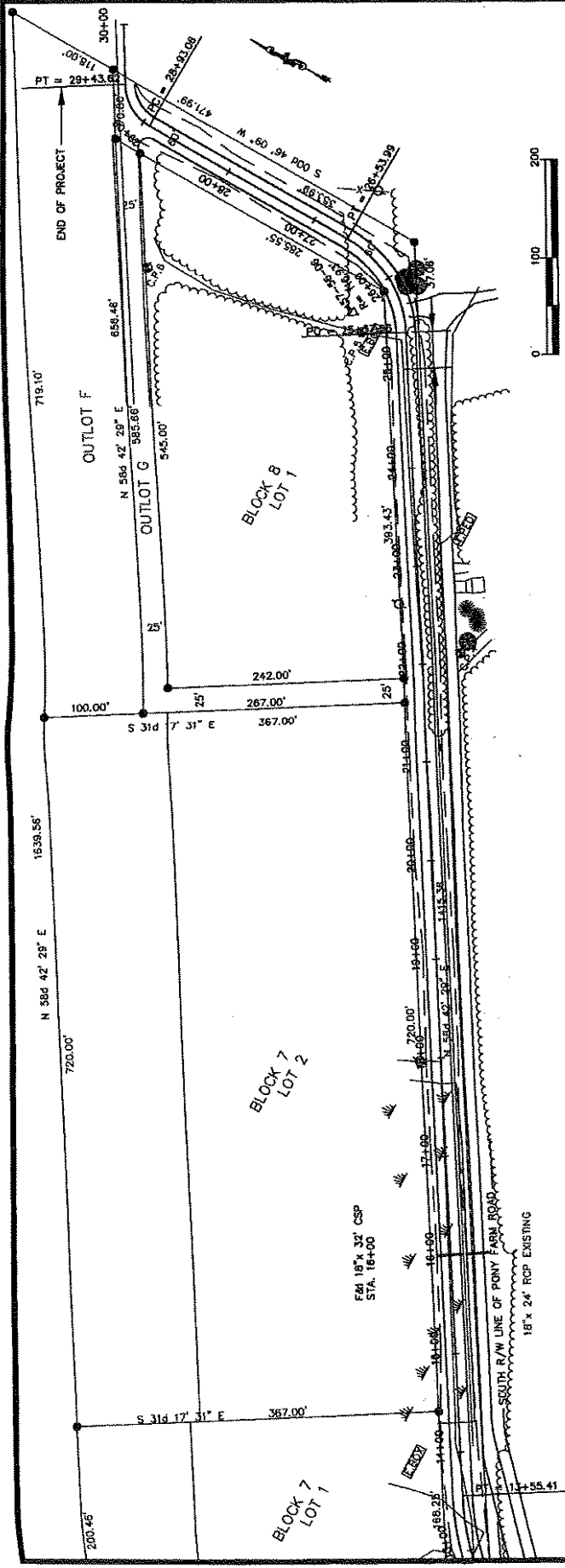
FEE VC WELL CERT. -

REC'D 6-20-01

RETURN TO Quinn Stapp



WS 3

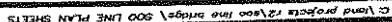


I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Debra L. Larson
 DATE 2/4/07
 SHEET NO. 64 OF 624 SHEETS

GENERAL TRAIL ALIGNMENT

STATE PROJ. NO. 48-090-01, SP 4812-77 (T.H. 169)



NOTE: SEE SHEET G-6 FOR
ENLARGED PLAN INDICATING
NEW AND EXISTING UTILITIES.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Bryan D. Carlson
 SIGNATURE

BRIDGE & COORHAM
 1900 WALKER

DATE *2/4/82* REG. NO. *52714*

UTILITY LAYOUT

STATE PROJ. NO. 48-090-01, SP 4812-77 (T.H. 169) SHEET NO. 65 OF 624 SHEETS

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Business Entity to Business Entity

DEED TAX DUE: \$ 1.65

DATE: _____

Total consideration for this transfer is \$1,000 or less.

FOR VALUABLE CONSIDERATION, County of Mille Lacs, a political subdivision under the laws Minnesota ("Grantor"), hereby conveys and quitclaims to Mille Lacs Corporate Ventures, a corporate body politic organized under the laws of the Non-Removable Mille Lacs Band of Chippewa Indians ("Grantee"), real property in Mille Lacs County, Minnesota, legally described as follows:

See Exhibit A, attached hereto

Together with all hereditaments and appurtenances belonging thereto.

The Grantor certifies that it is familiar with the property described in this instrument and that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

[signature page to follow]

[signature page to Quit Claim Deed]

Mille Lacs County

By: David Oslin
Its: Chairperson

State of Minnesota)
) ss.
County of Mille Lacs)

This instrument was acknowledged before me on _____ by David Oslin, as Chairperson of the County of Mille Lacs, as Grantor.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

This document was drafted by
Kwe Law Firm (SLC #0388465)
4707 Highway 61 North, No. 248
White Bear Lake, MN 55110

Tax Statement for the Real Property Described in this Instrument should be sent to:

Mille Lacs Corporate Ventures
Attn: Accounting
700 Grand Avenue
Onamia, MN 56359

EXHIBIT A

LEGAL DESCRIPTION

That part of Lot 1, Block 1 of the Soo Line Addition to Onamia lying south of a line 30 feet north of and parallel to the south line of said lot; and also, on all that part of Lot 1, Block 7 of the Soo Line Addition lying northerly of the following described line:

Commencing at the most westerly corner of said Lot 1, Block 7; thence north 18 degrees, 23 minutes, 35 seconds east along the northwesterly line of said Lot 1, Block 7 a distance of 35.15 feet to the point of beginning of the line to be described. Thence north 58 degrees, 42 minutes, 29 seconds east a distance of 335.98 feet to the point of intersection with the easterly line of said lot 1, Block 7 and said line there terminating; and also, on all that part of Lot 2, Block 7 of the Soo Line Addition to Onamia lying northerly of the following described line. Commencing at the most westerly corner of said Lot 2, Block 7 thence south 31 degrees, 17 minutes, 31 seconds east along the southwesterly line of said Lot 1, Block 7 a distance of 125 feet to the point of beginning of the line to be described. Thence north 58 degrees, 42 minutes, 29 seconds east a distance of 720.0 feet to the point of intersection with the easterly line of said Lot 2, Block 7 and said line there terminating; and also, on all that part of Outlot F and Outlot G of the Soo Line Addition to Onamia.

Mille Lacs County, Minnesota
(Abstract Property)

FINAL

Technical Memorandum

To: Chris Berg
Mille Lacs County

From: Garrett Monson, PE

Subject: Mille Lacs CD 2 Repair Project Bid Summary

Date: June 17, 2021

Project #: 9300-0001

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Garrett Monson 6/17/2021
Garrett M Monson Date
Reg. No. 54326

The purpose of this memorandum is to summarize bids received for the Mille Lacs County Ditch 2 (CD 2) Repair Project (Project).

BIDDING PROCESS

The bid processes followed accepted practices as generally defined within MS 471.345 Uniform Municipal Contracting Law. Mille Lacs County initiated the bid process by placing an advertisement on the Mille Lacs County website and on QuestCDN, a commercial project advertising service. The requirements for bidding were defined within the Specifications/Bid Package prepared by Houston Engineering Inc. (HEI) dated May 18, 2021. A planholder list was maintained by QuestCDN for the Project. A total of 9 prospective "prime bidders" downloaded plan sets. The Project Manual directed that sealed bids were to be submitted digitally through QuestCDN.

An optional pre-bid meeting was conducted on June 8, 2021, that was attended by one bidder.

SUMMARY OF BIDS RECEIVED

The bid opening for the Project was held virtually via Microsoft Teams on Tuesday, June 15, 2021, at 2:00 pm. The total project base bid included work done on the public drainage infrastructure and three bid alternates for the work done on Mille Lacs County (Bid Alternate 1), Princeton Township (Bid Alternate 2), and Bogus Brook Township (Bid Alternate 3) road crossings. The Final Engineer's Report estimated the total construction cost for the project at \$437,330, with a total of \$524,796 when including a recommended 20% contingency allowance. A total of 5 bids were received. The following table summarizes the bids received and are ranked according to total amount, lowest to highest.

FINAL

Houston Engineering Inc.

Rank	Contractor	Bid Amount
1	Novco, Inc.	\$412,555
2	Land Pride Construction	\$440,988
3	Diversified Foundations, LLC	\$524,264
4	Gladden Construction, Inc.	\$527,040
5	LinnCo, Inc.	\$653,335

An itemized and tabulated cost breakout worksheet summarizing the bidder's responses are provided in **Attachment A**. The low bidders for each section (public drainage infrastructure and Bid Alternates 1-3) have been highlighted.

REVIEW OF BIDS

The Bids were reviewed for accuracy, completeness, and responsiveness following the public bid opening. All 5 bids were determined to be accurate and complete, including the submittal of required bid forms and acknowledgment of the addenda issued on May 19, 2021, and June 8, 2021.

BID SUMMARY

The lowest bid was received from Novco, Inc. of Elk River, MN in the amount of \$412,555.00. Novco, Inc. provided the required information and bid bond. However, the low bidder did not provide references and stated that all experience to date is on private drainage systems, so we were unable to confirm their competency to complete the work.

The second lowest bid was received from Land Pride Construction, LLC of Paynesville, MN in the amount of \$440,987.53. Houston Engineering has previously worked with Land Pride Construction on drainage projects and can attest to its competency to complete the work. Land Pride also submitted the lowest bid for the public drainage system portion of the work.

When granting the award, we recommend an additional 15% of the contract be budgeted as a contingency for potential change orders resulting from unforeseen conditions or omissions discovered as the project progresses, and that the Board of Commissioners assign and authorize a staff representative to execute change orders up to this contingency amount.

Additionally, the County may want to consider adding a statement to the Notice of Award stating that each portion of the project (the base bid and bid alternates 1, 2, and 3) shall have its own Notice to Proceed. This will allow the County to coordinate with the road authorities to determine if the work described in each bid alternate will be done under this project.



Line Item	Item Description	UoM	Quantity	Engineer Estimate	Novco Inc.	Land Pride Construction	Diversified Foundations LLC	Gladson Construction Inc	LimCo, Inc.
				Unit Price	Extension	Unit Price	Unit Price	Unit Price	Unit Price
1	1	LS	1	\$30,000.00	\$30,000.00	\$10,000.00	\$39,898.00	\$18,000.00	\$38,000.00
2	2	LS	1	\$10,000.00	\$10,000.00	\$17,000.00	\$19,845.00	\$22,500.00	\$17,260.00
3	3	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$4,550.00	\$1,000.00	\$39,133.00
4	4	Ln Ft	159	\$15.00	\$2,385.00	\$2,385.00	\$2,385.00	\$3,000.00	\$15.80
5	5	Ln Ft	21905	\$2.00	\$43,810.00	\$43,810.00	\$1.80	\$39,450.00	\$2,512.20
6	6	Ln Ft	30	\$40.00	\$1,200.00	\$1,200.00	\$2.42	\$2,175.00	\$17,744.80
7	7	Ln Ft	30	\$40.00	\$1,200.00	\$1,200.00	\$2.42	\$2,175.00	\$17,744.80
8	8	Ln Ft	30	\$40.00	\$1,200.00	\$1,200.00	\$2.42	\$2,175.00	\$17,744.80
9	9	Ln Ft	30	\$40.00	\$1,200.00	\$1,200.00	\$2.42	\$2,175.00	\$17,744.80
10	10	Ln Ft	30	\$40.00	\$1,200.00	\$1,200.00	\$2.42	\$2,175.00	\$17,744.80
11	11	Ln Ft	30	\$40.00	\$1,200.00	\$1,200.00	\$2.42	\$2,175.00	\$17,744.80
12	12	Ln Ft	100	\$2,390.00	\$239,000.00	\$239,000.00	\$3,730.00	\$3,730.00	\$3,730.00
13	13	Ln Ft	302	\$15.00	\$4,530.00	\$4,530.00	\$37.57	\$11,610.00	\$5,538.60
14	14	Ln Ft	88	\$110.00	\$9,800.00	\$9,800.00	\$260.53	\$16,720.00	\$17,260.00
15	15	Eia	2	\$2,000.00	\$4,000.00	\$4,000.00	\$3,960.00	\$3,960.00	\$4,182.00
16	16	Ln Ft	80	\$140.00	\$11,200.00	\$11,200.00	\$283.71	\$11,200.00	\$11,200.00
17	17	Ln Ft	68	\$140.00	\$9,520.00	\$9,520.00	\$234.25	\$9,520.00	\$9,520.00
18	18	Eia	6	\$2,000.00	\$12,000.00	\$12,000.00	\$367.95	\$12,000.00	\$12,000.00
19	19	Ln Ft	46	\$2,000.00	\$920.00	\$920.00	\$234.25	\$920.00	\$920.00
20	20	Eia	2	\$2,000.00	\$4,000.00	\$4,000.00	\$3,960.00	\$3,960.00	\$4,182.00
21	21	Ln Ft	10	\$2,000.00	\$20,000.00	\$20,000.00	\$5,000.00	\$20,000.00	\$20,000.00
22	22	Eia	2	\$2,000.00	\$4,000.00	\$4,000.00	\$3,960.00	\$3,960.00	\$4,182.00
23	23	Eia	2	\$2,000.00	\$4,000.00	\$4,000.00	\$3,960.00	\$3,960.00	\$4,182.00
24	24	Eia	2	\$2,000.00	\$4,000.00	\$4,000.00	\$3,960.00	\$3,960.00	\$4,182.00
25	25	Eia	2	\$2,000.00	\$4,000.00	\$4,000.00	\$3,960.00	\$3,960.00	\$4,182.00
26	26	Eia	2	\$2,000.00	\$4,000.00	\$4,000.00	\$3,960.00	\$3,960.00	\$4,182.00
27	27	Ln Ft	67	\$15.00	\$1,005.00	\$1,005.00	\$17.78	\$1,005.00	\$1,782.20
28	28	Ln Ft	84	\$80.00	\$6,720.00	\$6,720.00	\$214.79	\$6,720.00	\$6,720.00
29	29	Eia	4	\$2,000.00	\$8,000.00	\$8,000.00	\$794.79	\$8,000.00	\$8,000.00
30	30	Eia	2	\$2,000.00	\$4,000.00	\$4,000.00	\$3,960.00	\$3,960.00	\$4,182.00
31	31	Acres	0.04	\$5,000.00	\$2,000.00	\$2,000.00	\$54.46	\$2,000.00	\$2,000.00
32	32	Acres	200	\$4.00	\$800.00	\$800.00	\$7,750.00	\$800.00	\$127.84
33	33	Sq Yd		\$19,045.00	\$19,045.00	\$19,045.00	\$3.48	\$19,045.00	\$19,045.00
34	34	Ln Ft	59	\$15.00	\$885.00	\$885.00	\$27.12	\$885.00	\$1,568.40
35	35	Ln Ft	60	\$260.00	\$15,600.00	\$15,600.00	\$382.04	\$15,600.00	\$15,600.00
36	36	Eia	1	\$2,000.00	\$2,000.00	\$2,000.00	\$5,819.06	\$2,000.00	\$2,000.00
37	37	Acres	0.02	\$5,000.00	\$1,000.00	\$1,000.00	\$54.46	\$1,000.00	\$2,000.00
38	38	Sq Yd	100	\$4.00	\$400.00	\$400.00	\$55.60	\$400.00	\$55.60
39	39	Sq Yd		\$22,955.00	\$22,955.00	\$22,955.00	\$3.20	\$22,955.00	\$22,955.00
40	40	Sq Yd		\$437,200.00	\$437,200.00	\$437,200.00	\$527,089.59	\$437,200.00	\$437,200.00
41	41	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
42	42	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
43	43	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
44	44	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
45	45	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
46	46	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
47	47	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
48	48	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
49	49	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
50	50	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
51	51	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
52	52	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
53	53	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
54	54	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
55	55	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
56	56	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
57	57	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
58	58	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
59	59	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
60	60	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
61	61	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
62	62	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
63	63	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
64	64	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
65	65	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
66	66	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
67	67	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
68	68	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
69	69	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
70	70	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
71	71	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
72	72	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
73	73	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
74	74	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
75	75	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
76	76	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
77	77	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
78	78	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
79	79	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
80	80	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
81	81	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
82	82	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
83	83	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
84	84	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
85	85	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
86	86	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
87	87	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
88	88	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
89	89	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
90	90	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
91	91	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
92	92	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
93	93	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
94	94	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
95	95	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
96	96	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
97	97	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
98	98	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
99	99	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00
100	100	Sq Yd		\$412,555.00	\$412,555.00	\$412,555.00	\$527,089.59	\$412,555.00	\$412,555.00



Maple Grove Office	763.493.4522	763.493.5572
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7550 Meridian Circle North, Suite 120 Maple Grove, MN 55369

VIA Email: Dillon.hayes@millelacs.mn.gov

October 28, 2020

Dillon Hayes
Environmental Resources Manager/Land Commissioner
Mille Lacs County
635 2nd Street SE
Milaca, MN 55353

Subject: Mille Lacs County Ditch 2 Repair Construction Plans and Management

Dear Mr. Hayes:

The following is a proposal for engineering services related to the construction of repairs to Mille Lacs County Ditch (CD) 2. The primary tasks include coordination with local road authorities, preparation of construction plans and bid documents, and assistance with bid procurement.

Additionally, Houston Engineering Inc. (HEI) can provide construction staking and observation services and manage the repairs, should the County need outside assistance for those services. County staff may or may not have the capacity to fulfill the roles of construction staking and management for this project; however, there are several advantages to having a consultant provide these services. These include:

- Guaranteed capacity to provide for the needs of the project, in a timely fashion. Construction projects often require action within days or hours of noticing from a contractor.
- Experience with public drainage system projects. These projects have many nuances that are unique, such as bank stabilization practices and conformance to the restrictions and obligations of Minnesota Statute 103E.
- Continuity with the designer of the construction plans. Nearly every drainage system repair project encounters unforeseen site conditions that require adjustments to the initial plan. It is important that coordination occur between the construction manager and the project designer occur during the life of the project. Ideally, the construction manager and the project designer are the same person/firm.

Professional Services Rendered:**Phase 1 - Plan Development Services:**

HEI will provide the following professional services for the development of project plans through bid procurement:

1. Meet with local road authorities that own crossings identified as needing repair to determine whether 1) crossings will be replaced as part of the repair and those costs billed to the road authority OR the road authority will replace the crossing at a separate time, and 2) final design and installation requirements. HEI will prepare revisions to the final design as necessary.
2. Complete final design of the channel repairs, tree removal, and culvert replacements, based on recommendations of the July 20, 2020 CD 2 Repair Report prepared by HEI.
3. Prepare a Stormwater Pollution Prevention Plan (SWPPP) and incorporate the SWPPP into the construction documents. HEI may assist the contractor with applying for the Construction General Permit.
4. Prepare one set of construction plans, specifications and bid documents (includes one draft for review).
5. Develop an Engineer's Opinion of Probable Construction Cost.
6. Assist Mille Lacs County with the bid letting process by preparing the bid documents, bid advertisement, addressing bidder questions, preparation of one addendum, pre-bid meeting (virtual), review of the bids received and prepare a memorandum recommending the preferred Bidder.

Phase 2 - Construction Management Services

HEI can provide a variety of construction management services to Mille Lacs County on a time and materials basis. Balancing the need for oversight on the project with fiscal responsibility, we recommend HEI provide the following services:

1. Construction staking for the open channel and culvert construction. Stakes will be set to define the limits for the work limits and the construction of key project features, including culverts and channel depth of cut. We anticipate setting the stakes once. Any additional re-staking is considered outside of the scope of this task order and is typically the responsibility of the contractor.
2. Cart-time construction observation for the project. Assuming a construction schedule of 30 workdays, we estimate 144 hours of construction observation. The amount of time necessary for inspection may vary based on performance of Contractor.
3. Review and processing of contract documents, including up to 2 change orders
4. Processing of up to 3 pay requests
5. Weekly construction meetings (assume 7 including preconstruction meeting and punch-list walk-through).
6. Creation of record drawings based upon an as-built survey.

Deliverables:

The deliverables for the Task Order consist of the following:

Phase 1 - Plan Development Services

- Meeting with the three local road authorities (all attend one meeting)
- Draft and Final Project Manual, including construction plan sheets, specifications, and bid documents.
- Quantities and Preliminary Probable Opinion of Construction Cost.
- Bid Advertisement
- Pre-Bid Meeting (virtual)
- Bid Opening Meeting (virtual)
- Bid Recommendation Memo

Phase 2 - Construction Management Services

- Seven construction meetings: a pre-construction meeting, and six weekly construction meetings.
- Various contract documents including Notice of Award, Notice to Proceed, Change Orders, Payment Certification, and Project Acceptance.
- Daily Construction Observation Reports (for each day HEI is on site)
- Record Drawings.

Schedule and Compensation:

HEI will perform the professional services identified above on a time and materials basis. We estimate the cost for Phase 1 - Plan Development Services (Items 1-7 above) to be **\$21,300** and will not exceed that cost without prior authorization from Mille Lacs County. Since the effort required for construction management is dependent on the efficiency of the contractor and conditions encountered during construction, we cannot provide a fixed cost for Phase 2 services. However, we recommend Mille Lacs County budget an amount of **\$48,500** for Phase 2 Construction Management



Services. The budget assumes that plans and specifications will be completed by March 1, 2021, bidding will be completed by May 1, 2021, and construction will be completed by June 1, 2022.

Assumptions:

The estimated compensation for the execution of the tasks identified within the "Professional Services Rendered" section of this Task Order is based upon the following assumptions:

1. The project scope will be consistent with the recommendations specified in the Mille Lacs County Ditch 2 Repair Report dated July 2, 2020.
2. Construction plan set is expected to include an estimated 12 sheets.
3. Construction specifications will utilize HEI's internal construction specification template.
4. The estimated amount of observation time required by HEI is 144 hours, assuming part-time observation (8 hours per day, 3 days a week) during the construction schedule (assuming 6 weeks). Generally, we recommend observation at all times of culvert installation, at the start of each construction task, and periodic check-ins during other construction activities.
5. Mille Lacs County will coordinate the placements of advertisements for bidding the project. HEI will manage the remainder of the bid process.
6. All meetings will be completed via virtual means.
7. The contractor is responsible for replacement of any disturbance of staking they cause.
8. No permitting from the DNR or COE is required.
9. Work through wetlands is considered "no loss" and will require no permitting under the wetland conservation act (WCA).
10. Acquisition of easements will not be required for the project.

We look forward to the opportunity to serve Mille Lacs County. Please contact me directly if you have any questions regarding our proposed scope or budget. If the Board authorizes staff to engage HEI for one or both phases, please let us know their decision and we can prepare a consulting services agreement to match their desired scope.

Sincerely,
HOUSTON ENGINEERING, INC.

A handwritten signature in black ink that reads 'Garrett Monson'.

Garrett Monson, MS, PE
Project Manager
Direct: 763.493.6688
gmonson@houstoneng.com

A handwritten signature in black ink that reads 'Chris Otterness'.

Chris Otterness, PE
Principal-in-Charge
Direct: 763.493.6665
cotterness@houstoneng.com

OFFICIAL COPY

MILLE LACS COUNTY CODE OF ORDINANCES

ORDINANCE NO.: ADMN-07

MILLE LACS COUNTY SUBSURFACE SEWAGE TREATMENT SYSTEM ORDINANCE

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Mille Lacs County SSTS Ordinance

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ARTICLE ONE: PURPOSE AND AUTHORITY

- 101 **STATUTORY AUTHORIZATION.** This ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes §115.55, Minnesota Statutes §145A.01 through §145A.08, Minnesota Statutes §375.51, and Minnesota Administrative Rules Chapters 7080, 7081, and 7082. All statutory references contained herein assume that they may be amended from time to time and such amendments are adopted by reference.
- 102 **PURPOSE.** The purpose of this ordinance is to establish the following:
- (1) Minimum standards for and regulation of SSTS in unsewered, incorporated and unincorporated areas, of Mille Lacs County; and
 - (2) Permit requirements for installation, alteration, repair or expansion of SSTS; and
 - (3) Requirements for all SSTS permitted under the revised Minnesota Administrative Rules, Chapters 7080 -7082, to be operated under an approved management plan; and
 - (4) Standards for upgrade, repair, replacement, or abandonment of SSTS; and
 - (5) Provisions for enforcement of these requirements; and
 - (6) Penalties for failure to comply with these provisions.
- 103 **INTENT.** It is intended by Mille Lacs County that this Ordinance will promote the following:
- (1) The protection of lakes, rivers and streams, wetlands, and groundwater in Mille Lacs County essential to the promotion of public health, safety, welfare, socioeconomic growth, and development of the County in perpetuity.
 - (2) The regulation of proper SSTS construction, reconstruction, repair and maintenance, to prevent the entry and migration of contaminants, thereby protecting the degradation of surface water and groundwater quality.
 - (3) The establishment of minimum standards for SSTS placement, design, construction, reconstruction, repair and maintenance to prevent contamination and, if contamination is discovered, the identification and control of its consequences and the abatement of its source and migration.
 - (4) The regulation of privy vaults and other non-water carried sewage collection and storage facilities.

104 **EFFECTIVE DATE.** The provisions set forth in this ordinance shall become effective on July 6, 2021.

ARTICLE TWO: GENERAL PROVISIONS

- 201 **DEFINITIONS.** Unless specifically defined, words or phrases used in this ordinance shall be interpreted to give them the same meaning they have as defined in Minnesota Statutes and give this ordinance it's most reasonable application. For the purpose of this ordinance, the words "must" and "shall" are mandatory and not permissive. All distances, unless otherwise specified, are measured horizontally.

AS-BUILT: Drawings and documentation specifying the final in-place location, elevation, size, and type of all system components, distance(s) and location(s) of all system components in relation to pertinent improvements, property lines, water bodies, and other items as required. These records must identify the results of materials testing and describe conditions during construction. Information provided must be verified by a certified statement.

BEDROOM: For the sole purpose of estimating design flows from dwellings, a room that is designed or used for sleeping.

CERTIFICATE OF COMPLIANCE: A written document issued by the County certifying that a system is in compliance with applicable requirements at the time of inspection.

COUNTY: The Mille Lacs County Board of Commissioners or their designee.

LOT: A parcel of land in a plat recorded in the office of the county recorder or registrar of titles, or a parcel of land created and conveyed using a specific legal description.

LOT LINE ADJUSTMENT: The adjustment or relocation of a lot line between two (2) or more lots, parcels, or tracts, where an additional lot parcel or tract is not created.

MPCA: The Minnesota Pollution Control Agency.

NOTICE OF NONCOMPLIANCE: A written document issued by the County giving notice that the SSTS in question is not in compliance with applicable requirements at the time of inspection.

SALE OR TRANSFER OF PROPERTY: The act by which a party conveys title from one entity to another. The sale and every other method, direct or indirect, of disposing or parting with property, or with an interest therein, or with the possession thereof, absolutely or conditionally, voluntarily, by or without judicial proceedings, as a conveyance, sale, mortgage, gift, or otherwise.

SSTS: Either an individual or a midsized subsurface sewage treatment system.

STRUCTURE: Anything constructed or erected on the ground or attached to the ground or on-site utilities, including, but not limited to, buildings, factories, sheds,

detached garages, cabins, manufactured homes, recreational vehicles not meeting the exemption criteria specified in the Mille Lacs County Development Ordinance, and other similar items.

- 202 **SCOPE.** This ordinance regulates the siting, design, installation, alteration, operation, maintenance, monitoring, and management of all SSTS within the identified jurisdiction including but not necessarily limited to: individual SSTS, cluster or community SSTS, privy vaults, and other non-water carried SSTS. All sewage within the identified jurisdiction shall be treated and dispersed by an approved SSTS that is sited, designed, installed, operated, and maintained in accordance with the provisions of this ordinance or by a system that has been permitted by the MPCA.
- 203 **JURISDICTION.** The regulations herein governing SSTS shall apply to all areas of the County, except those held in trust by the United States on behalf of the Mille Lacs Band of Ojibwe and cities/townships that have adopted and enforce SSTS regulations on their own behalf.
- 204 **ADMINISTRATION.**

(1) State of Minnesota

Where a single SSTS or group of SSTS under single ownership within one-half mile of each other, have a design flow greater than 10,000 gallons per day, the owner or owners shall make application for and obtain a State Disposal System (SDS) permit from the Minnesota Pollution Control Agency (MPCA). For any SSTS that has a measured daily flow for a consecutive seven-day period which equals or exceeds 10,000 gallons per day, a SDS permit is required.

SSTS serving establishments or facilities licensed or otherwise regulated by the State shall also conform to the requirements of this ordinance.

(2) County

The County shall administer the SSTS program and all provisions of this ordinance. The County shall review, revise and update this ordinance as necessary. The County shall employ or retain under contract qualified and appropriately licensed professionals to administer and operate the SSTS program.

(3) Cities and Townships

Any jurisdiction within the County that regulates SSTS must, at a minimum, comply with the standards and requirements of this ordinance. The standards and ordinance of the jurisdiction may be more restrictive than this ordinance.

Mille Lacs County SSTS Ordinance

- 205 VALIDITY. The validity of any part of this ordinance shall not be affected by the invalidity of any other parts of this ordinance where the part can be given effect irrespective of any invalid part or parts.
- 206 LIABILITY. Any liability or responsibility shall not be imposed upon the County or any of its officials, employees, or other contract agent, its employees, agents or servants thereof for damage resulting from the defective construction, operation, or abandonment of any onsite or cluster treatment system regulated under this rule by reason of standards, requirements, or inspections authorized hereunder.

ARTICLE THREE: GENERAL REQUIREMENTS

301 **RETROACTIVITY.** Permits issued prior to the effective date of this ordinance shall remain valid, under the terms and conditions of issuance, until they expire. Installation of a system permitted under prior standards may commence provided commencement occurs prior to the expiration of the permit.

302 **UPGRADE, REPAIR, REPLACEMENT, AND ABANDONMENT.**

(1) SSTS Capacity Expansions

Expansion of any existing SSTS shall include any system changes that are necessary to bring the entire system into compliance with the prevailing provisions of this ordinance at the time of the expansion.

(2) Failure to Protect Groundwater

An SSTS that is determined not to be protective of groundwater in accordance with Minnesota Administrative Rules §7080.1500, Subpart 4. B. shall be upgraded, repaired, replaced, or abandoned by the owner in accordance with the provisions of this ordinance within twenty-four (24) months of receipt of a Notice of Noncompliance.

(3) Imminent Threat to Public Health or Safety

An SSTS that is determined to be an imminent threat to public health or safety in accordance with Minnesota Rules, Chapter 7080.1500, Subp.4A shall be upgraded, repaired, replaced or abandoned by the owner in accordance with the provisions of this Ordinance within 10 months of receipt of a Notice of Noncompliance. The imminent threat to public health or safety must be removed within ten (10) days of notification.

The County may grant an extension of up to thirty days in the event that inclement weather or site conditions prohibit access by trucks and equipment.

(4) Abandonment

Any SSTS, or any component thereof, which is no longer intended to be used, must be abandoned in accordance with Minnesota Administrative Rules Chapter 7080.

303 **SSTS IN FLOODPLAINS.** An SSTS shall not be located in a floodway, and wherever possible, the location of a SSTS within any part of a floodplain should be avoided. If no option exists to locate a SSTS outside of a floodplain, location of a SSTS within the

flood fringe is allowed if the requirements in Minnesota Administrative Rules §7080.2270 and all relevant local requirements are met.

304 CLASS V INJECTION WELLS. All owners of new or replacement SSTS that are considered to be Class V injection wells, as defined in the Code of Federal Regulations, Title 40, Part 144, are required by the Federal Government to submit SSTS inventory information to the Environmental Protection Agency as described in CFR40 Part 144. Further, owners are required to identify all Class V injection wells in property transfer disclosures.

305 LICENSURE. No person shall engage in design, installation, alteration, repair, maintenance, operation, pumping, or inspection of SSTS without an appropriate and valid license and/or certification issued by the MPCA in accordance with Minnesota Administrative Rules Chapter 7083 except as exempt in the same Chapter.

Individuals who obtain a signed site evaluation and design report from a licensed design business may construct their own system to serve a dwelling that is owned by the individual and functions solely as a dwelling or seasonal dwelling for that individual.

Individuals who choose to install their own system as noted above are responsible for fulfillment of all applicable requirements in Minnesota Administrative Rules Chapter 7080, all local requirements, and the installer's responsibilities as defined in Minnesota Administrative Rules §7083.0760, Subpart 2. Furthermore, the execution of an indemnification agreement will be required at the time of application for the necessary construction permit.

306 PROHIBITIONS. It is unlawful for any person to maintain, occupy, or use any structure intended for human occupancy, or any structure equipped with facilities that would facilitate the discharge of sewage, that does not have a compliant wastewater treatment system in accordance with the provisions of this Ordinance.

It is unlawful for any person to construct, maintain, or use any SSTS regulated under this ordinance that results in the surface discharge of sewage unless a National Pollutant Discharge Elimination System permit has been issued by the MPCA.

Systems prohibited by Minnesota Administrative Rules Chapter 7080 are prohibited by the adoption of these provisions.

ARTICLE FOUR: SSTS STANDARDS

401 **STANDARDS ADOPTED BY REFERENCE.** The County hereby adopts and incorporates by reference Minnesota Administrative Rules, Chapters 7080 and 7081 in their entirety as now constituted and from time to time amended. This adoption does not supersede the County's right or ability to adopt additional or more restrictive local standards that are in compliance with Minnesota Statute §115.55.

402 **LOCAL AMENDMENTS TO ADOPTED STANDARDS.** The following provisions are local amendments to those standards found in Minnesota Administrative Rules:

(1) All new and upgraded SSTS for individual dwellings shall be sized for a Classification I dwelling.

(2) Clean outs shall be provided on each lateral with only one sweep in the pipe, and placed within an insulated waterproof container flush with the finished ground surface.

(3) For uses not defined in Minnesota Administrative Rules, the following holding tank capacities are required:

a. Detached accessory structures with plumbing and/or bathroom facilities: A minimum of one (1) 500 gallon holding tank

Any use of a holding tank will require the property owner to enter into and comply with the standards of a holding tank agreement supplied by the County.

(4) Compliance inspections for existing systems shall include a site sketch with all setbacks noted, size of tanks and drainfield, and soil borings (unless two borings have already been completed by different inspectors).

(5) When available, structures used for human occupancy shall be connected to a municipal/public sewer system and may not utilize an SSTS for the treatment and dispersal of sewage. Connection to an available municipal/public system must occur within ten (10) years of that system being available for connection, unless the existing SSTS is found to be noncompliant or an imminent public health threat, in which case it shall be immediately connected to the municipal system. The SSTS must then be abandoned consistent with Minnesota Administrative Rules.

(6) Type III Systems as described in Minnesota Administrative Rules §7080.2300 deviating from the standards described in Minnesota Administrative Rules §7080.2220 Subpart 2. A. must be designed with thirty-six (36) inches of clean sand meeting the requirements in Minnesota Administrative Rules §7080.2220 Subpart 3. C.

- (7) Holding tanks may be utilized as a compliant wastewater treatment system in accordance with the provisions of this Ordinance, provided that the property owner to enter into and comply with the standards of a holding tank agreement supplied by the County.
- (8) Any activity involving an existing system that requires a permit pursuant to Article 5 of this ordinance shall require that the entire system be brought into compliance with all applicable provisions of this ordinance.
- (9) New lots created after January 23, 1996 shall have a minimum of two (2) soil treatment and dispersal areas that support systems as described in Minnesota Administrative Rules §7080.2200 to §7080.2230 or site conditions described in §7081.0270 Subparts 3 to 7 as applicable, or successor rules.

New lots created after June 1, 2015 unable to meet these provisions must comply with the following:

Variances from this specific provision may be processed administratively. The Mille Lacs County Land Services Director may process administrative variance requests made on forms provided by the County. In granting a variance, the Land Services Director may impose conditions in the granting of the variance to ensure compliance and to protect adjacent properties and the public interest.

403 **LOADING RATE.** Minnesota Administrative Rules, §7080.2150 Subpart 3E, Table IX and Table IXa, are both adopted by reference and can be used to size SSTS infiltration areas.

404 **SETBACKS.** On-site sewage treatment systems must be setback from the ordinary high water level in accordance with the following:

Natural Environment Lake:	150 feet
Recreational Development Lake:	75 feet
General Development Lake:	50 feet
Wild River:	150 feet
Remote River:	150 feet
Scenic River:	100 feet
Forested river:	100 feet
Transition River Segments:	100 feet
Recreational River:	75 feet
Agricultural, Urban and Tributary River:	75 feet

- 405 **COMPLIANCE CRITERIA, EXISTING SSTS.** SSTS built after March 31, 1996 or located in a Shoreland area, Wellhead Protection area, or serving a food, beverage, or lodging establishment as defined under Minnesota Administrative Rule §7080.1100, Subpart 84 shall have a three-foot vertical separation to the periodically saturated soil and/or bedrock. Existing systems that have greater than or equal to 30.6" vertical separation to the bottom of the drainfield may be considered compliant under this ordinance. Additionally, Type IV systems that were permitted with reduced vertical separation shall be deemed compliant provided they meet the permitted reduction. The vertical separation measurement shall be made outside the area of system influence but in an area of similar soil.

All other system compliance criteria shall be as defined in Minnesota Administrative Rules §7080.1500 Subpart 1 through Subpart 6.

- 406 **MANAGEMENT PLANS.** Management plans are required for all new or replacement SSTS. Existing SSTS that are not operated under a management plan or operating permit must have treatment tanks inspected and provide for the removal of solids every three years if the accumulation meets the limit described in Minnesota Administrative Rules §7080.2450.
- 407 **VARIANCES.** A property owner may request a variance from the standards specified in this ordinance in accordance with the procedure described in the Mille Lacs County Development Ordinance, Article 12.

The Board of Adjustment shall have the authority only to consider variances to horizontal setbacks from property lines, rights of way, structures, or buildings.

Variances that pertain to the standards and requirements of the State of Minnesota must be approved by the affected State Agency pursuant to the requirements of the State Agency.

ARTICLE FIVE: SSTS PERMITTING

501 **PERMITS REQUIRED.** It is unlawful for any person to construct, install, modify, replace, or operate a SSTS without a permit. A permit shall be obtained from the County prior to the installation, construction, replacement, modification, alteration, repair, rejuvenation, remediation, or capacity expansion of a SSTS. The purpose of this permit is to ensure that the proposed construction activity is sited, designed, and constructed in accordance with the provisions of this ordinance by appropriately certified and/or licensed practitioner(s).

502 **CONSTRUCTION PERMIT APPLICATION REQUIREMENTS.** A permit shall be obtained by the property owner or an agent of the property owner, from the County prior to the installation of a new SSTS, the replacement of an existing SSTS, or for any repair or replacement of components that will alter the original function of the system.

Permit applications shall be made on forms provided by the County, and signed by the applicant or their designee and the system designer. The application shall include the documents listed below:

- (1) Mille Lacs County Application for SSTS Permit.
- (2) Site Evaluation Report described in Minnesota Administrative Rules §7080.1730.
- (3) Design Report described in Minnesota Administrative Rules §7080.2430.
- (4) Management Plan described in Minnesota Administrative Rules §7082.0600.
- (5) Type II Holding Tank Service Agreement, for systems utilizing a holding tank as described in Minnesota Administrative Rules §7080.2290.
- (6) Type IV and V Operating permit as described in Section 503 of this ordinance.
- (7) Application fee set by the Mille Lacs County Board of Commissioners.

If there is a change in size due to a change in the home design, the changed design forms must be submitted to and approved by the County before installation. A revised set of home plans must also be submitted for the office prior to the issuance of a Certificate of Compliance.

For all systems Minnesota Administrative Rules §7080.1720 Subpart 4 requires three soil observations per site. New construction requires the submittal of three additional soil observations for an alternate site. Percolation tests are required for soil borings completed without the use of a pit. The soil observation locations and soil treatment

and dispersal area shall be marked and protected from disturbance, compaction, or other damage by staking, fencing, posting, or other effective method.

- 503 **APPLICATION REVIEW.** The County shall review a permit application and supporting documents within fifteen (15) business days from the date of receipt of the application to determine completeness. Incomplete applications will be denied, and returned to the applicant with a statement of the reasons for denial.

Upon satisfaction that the proposed work will conform to the provisions of this ordinance, the County shall issue a written permit authorizing construction of the SSTS as designed within the timeframe allowed by statute.

If the permit application does not meet the requirements of this ordinance the County shall deny the application. A notice of denial shall be provided to the applicant, with a statement of the reasons for denial.

In the event that for any reason the applicant makes a significant change to the approved application, the applicant must file an amended application detailing the changed conditions for approval prior to initiating or continuing construction, modification, or operation for review.

- 504 **APPEAL.** The applicant may appeal the decision to deny the Construction Permit in accordance with the procedure described in the Mille Lacs County Development Ordinance, Article 12.

- 505 **PERMIT VALIDITY.** A construction permit is valid for one (1) year from the date of issuance.

The County may grant a six (6) month extension of the permit if the construction has commenced prior to the original expiration date of the permit and significant progress has been made.

The County may suspend or revoke a permit issued under this section for any false statements, misrepresentations of facts on which the permit was issued, or unauthorized changes to the original system's design, layout, or function. A notice of, and the reasons for, suspension or revocation shall be conveyed in writing to the permit holder. If suspended or revoked, installation or modification of a treatment system may not commence or continue until a valid permit is obtained.

- 506 **OPERATING PERMIT.** An operating permit shall be required for all Type IV, and V systems and any system installed in accordance with Minnesota Administrative Rules Chapter 7081. Upon issuance of the operating permit, the owner shall comply with the parameters set forth by the permit. Operating permit parameters must meet or exceed Minnesota Administrative Rule §7082.0600 Subpart 2.

When a property is sold or transferred the County shall issue a new operating permit in the new owner's name and the new property owner shall comply with the parameters set forth in the permit.

SSTS with required operating permits located on properties acquired by financial institutions through the foreclosure process shall not be considered noncompliant due to a lack of monitoring. Upon sale of the foreclosed property, the new owner must comply with the requirements of the existing operating permit.

All operating permits for Type III systems existing at the time of the adoption of this provision shall be considered null and void.

ARTICLE SIX: COMPLIANCE

- 601 **NEW CONSTRUCTION OR REPLACEMENT.** Compliance inspections must be performed on new or replacement SSTS to determine compliance with Minnesota Administrative Rules and the provisions of this ordinance.

It is the responsibility of the SSTS installer to notify the County, during the hours of operation of County offices, at least 24 hours before any required inspection. The installer shall provide the County with the permit and property identification numbers at this time.

Inspections shall take place during the hours of operation of County offices. The installer shall be present at the time of inspection. Any sewage treatment component covered before approval shall be uncovered at the discretion of the County.

If, for any reason, the installer fails to comply with the provisions of this ordinance, and by doing so necessitates the execution of subsequent inspections, a re-inspection fee will be assessed in an amount set by the Mille Lacs County Board of Commissioners for each subsequent inspection.

The following inspections are required, as applicable:

- (1) Soil Verification prior to permit issuance.
- (2) Tank and Soil Treatment System Inspection.

- 602 **CERTIFICATES OF COMPLIANCE.** The satisfactory completion of construction and necessary inspections as specified by this ordinance shall be documented by issuance of a Certificate of Compliance, certifying that the construction of the system was completed in conformance to the approved design documents. Certificates of Compliance for new systems and/or new system components are valid for five (5) years.

No SSTS shall be placed into operation until a valid Certificate of Compliance has been issued.

A completed as-built, on a form provided by the County, is required before the issuance of a Certificate of Compliance in accordance with Minnesota Administrative Rule §7083.0760. The County reserves the right to refuse any as-built that does not accurately convey the distance(s) and location(s) of all system components, pertinent improvements, property lines water bodies or other items as required. The County reserves the right to refuse future inspections and permits should the as-built not be submitted.

603 COMPLIANCE INSPECTIONS REQUIRED. In all areas within the County's jurisdiction, a Compliance Inspection is required:

- (1) Prior to the issuance of a permit or variance to add a bedroom to a structure; or
- (2) For all variances or permits for new construction in the shoreland and wild and scenic river districts; permits issued for re-roofing, siding or window/door replacement are exempt from this provision provided that there is at least one previous compliance inspection on file with the County since the installation of the SSTS; or
- (3) Prior to the sale or transfer of property, unless explicitly exempt below:
 - a. The sale or transfer of property in which the affected tract is devoid of structures.
 - b. The sale or transfer of property in which the affected tract is connected exclusively to a municipal wastewater treatment system.
 - c. The sale or transfer does not require the filing of a Certificate of Real Estate Value, as described in Minnesota Statutes §272.115.

Compliance inspections shall be conducted by a MPCA certified and licensed professional.

Compliance inspection forms are required to be submitted by the MPCA licensed inspector within 15 days of the inspection, on forms provided by the MPCA.

Compliance inspections may be conducted from November 1 to April 15. If the sale or transfer of property necessitating the inspection is to occur during this period, the sellers of the property may sign an agreement, on a form provided by the County, to subject the property to a compliance inspection. This agreement must be signed by the affected parties, notarized, and submitted to the County.

ARTICLE SEVEN: ENFORCEMENT

- 701 **CAUSE TO ISSUE A NOTICE OF VIOLATION.** Any person, firm, agent, or corporation who violates any of the provisions of this ordinance, or who fails, neglects, or refuses to comply with the provisions of this ordinance, including violations of conditions and safeguards, or who knowingly makes any material false statement or knowing omission in any document required to be submitted under the provisions hereof, shall be guilty of a misdemeanor and upon conviction thereof, shall be punishable as defined by Minnesota Statutes. Each day that a violation exists shall constitute a separate offense.
- 702 **NOTICE OF VIOLATION.** The County shall issue a Notice of Violation to any person determined to be violating provisions of this ordinance. The notice of violation shall contain:
- (1) A statement documenting the findings of fact determined through observations, inspections, or investigations; and
 - (2) A list of specific violation(s) of this ordinance; and
 - (3) Specific requirements for correction or removal of the specified violation(s); and
 - (4) A mandatory time schedule for correction, removal and compliance with this ordinance.
- The County shall transmit the Notice of Violation by U.S. Mail, and the Notice shall be deemed received three business days after the Notice was placed in the U.S. Mail. Failure of actual receipt of a Notice of Violation that has been served by depositing the same in the U.S. Mail shall not be deemed a defense in an enforcement proceeding under provision 703.
- 703 **PROSECUTION.** In the event of a violation or threatened violation of this ordinance, the County may, in addition to other remedies, initiate appropriate civil action or proceedings to prevent, prosecute, restrain, correct or abate such violations or threatened violations and it shall be the duty of the County Attorney to commence such civil action. It shall be the duty of the County Attorney and County Sheriff to perform such duties as may be necessary to enforce the provisions of this ordinance.
- 704 **STATE NOTIFICATION OF VIOLATION.** In accordance with state law, the County shall notify the MPCA of any inspection, installation, design, construction, alteration or repair of an SSTS by a licensed/certified person or any septage removal by a licensed pumper that is performed in violation of the provisions of this ordinance.

ARTICLE EIGHT: DISPUTE RESOLUTION

The County shall be the deciding authority on disputes with or between licensed businesses for SSTS design or compliance purposes. It shall be at the businesses cost to hire a Minnesota licensed professional soil scientist who is a certified SSTS designer or inspector to present information to the County, if deemed necessary, for a final decision. The County will render findings of fact for any final decision rendered.

ARTICLE NINE: INTERPRETATION

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by Minnesota Statutes.

ARTICLE TEN: SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

ARTICLE ELEVEN: ABROGATION AND GREATER RESTRICTIONS

It is not intended by this ordinance to repeal, abrogate, or impair any other existing County ordinance, easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

ARTICLE TWELVE: REPEALER

This ordinance repeals the Mille Lacs County Code of Ordinances Ordinance No. ADMN-07 Mille Lacs County Subsurface Sewage Treatment System Ordinance adopted August 4, 2020, Document Number 418809, and all amendments thereto.

Passed and approved this 6th day of July, 2021 by the Mille Lacs County Board of Commissioners.

COUNTY OF MILLE LACS
BOARD OF COMMISSIONERS

ATTEST:

David Oslin, Chair

Lisa Herges, Coordinator

MOVED BY:
SECONDED:
IN FAVOR:
OPPOSED:

Drafted by: Mille Lacs County
Land Services Office
635 2nd Street SE
Milaca, MN 56353

MINNESOTA HISTORICAL SOCIETY

LETTER OF AGREEMENT GOVERNING USE OF HISTORIC SITE

This agreement is made on the 23 day of December, 20 08, by the Mille Lacs County (hereinafter referred to as the GRANTEE), and in favor of the State of Minnesota acting through the Minnesota Historical Society's State Historic Preservation Officer (hereafter referred to as the SOCIETY), for the purpose of preservation of a certain property known as the: Mille Lacs County Courthouse which is owned by the GRANTEE and is listed on the *National Register of Historic Places*.

The Property is comprised of grounds, collateral, appurtenances, and improvements and is known as the Mille Lacs County Courthouse. The Property is located at 635 2nd St. N.E., Milaca in Mille Lacs County.

In consideration of the sum of seventy four thousand two hundred dollars (\$74,200.00) received through the State Capital Projects Grants-in-Aid Program through the SOCIETY from the State of Minnesota (MHS Grant Number: 3023B-09-ML), the GRANTEE hereby agrees to the following for a period of twenty (20) years:

1. The GRANTEE agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the property eligible for listing on the *National Register of Historic Places*.
2. The GRANTEE agrees that no visual or structural alterations will be made to the property without prior written permission of the SOCIETY.
3. The GRANTEE agrees that the SOCIETY, its agents or designees shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.

This agreement shall be enforceable in specific performance by a court of competent jurisdiction.

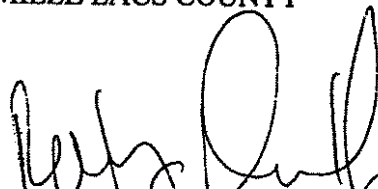
MINNESOTA HISTORICAL SOCIETY
345 Kellogg Boulevard West
Saint Paul, Minnesota 55102-1906

MILLE LACS COUNTY



*Nina M. Archabal, Director and
State Historic Preservation Officer*

Date: 1-9-09



signature - authorized officer

Date: 12-23-08

Roxey Traxler, County Administrator
print name and title

Noelan Lange

From: Laura Kindseth <laura.kindseth@mnhs.org>
Sent: Wednesday, May 19, 2021 4:26 PM
To: Noelan Lange
Cc: Tyler Johnson
Subject: Mille Lacs County G-CAP-3023B-09-ML LOA Review 2

Hello Noelan,

Thank you for the opportunity to review and comment on your proposed project. Grants Staff reviewed this project under the terms of your Letter of Agreement. The proposed project was found to meet the Standards. You can move forward with the project as described in the submitted documents.

This review is not a commentary on the construction procedures proposed or the viability of the project. The above comments are only applicable for review within the Grants Office. They do not meet the requirements for a review under the State or Federal Rehabilitation Tax Credit Program. They also do not fulfill review requirements under Minnesota State Statute 138 or Section 106 of the National Historic Preservation Act and does not replace local review authority. In addition, a review from the State Historic Preservation Office (SHPO) cannot be supplemented for a review under your Letter of Agreement obligations (i.e. a Grants Office review).

Please feel free to contact me if you have any other questions concerning your Letter of Agreement or its stipulations.

Regards,

Laura

--

Laura Kindseth
Design Reviewer, Grants
Minnesota Historical Society
Heritage Preservation
651-259-3463



<u>Account Number</u>	<u>Account Description</u>	<u>2021 BUDGET</u>	<u>2021 Mo. 01 - 12</u>
867 DEPT Justice Center			
37-867-000-0000-5004	Property Taxes-Delinquent	0	92 .
869 DEPT Historic Cths Remodel-			
37-869-000-0000-5004	Property Taxes-Delinquent	0	25 .
873 DEPT General Equipment			
37-873-000-0000-5910	Transfer From Other Funds	302,282 .	0
37-873-000-0000-6603	Equip,Furniture,Fixtures	50,095	17,605
37-873-000-0000-6626	Building Improvements	252,187	0
37-873-000-0000-6905	Interfund Transfers	0	1,520,518
874 DEPT County Roads			
37-874-000-0000-6261	Professional Services	0	2,383
Final Totals	Revenue	302,282 -	117 .
	Expend.	302,282	1,540,506
	Net	0	1,540,389



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 11/03/20

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider 2021-2025 Capital Improvement Plan	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 5 minutes ☒ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Pat Oman	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Consider 5 year 2021-2025 Capital Improvement Plan reviewed in previous work session.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve 2021-2025 Capital Improvement Plan.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☐ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) 2021-2025 Capital Improvement Plan	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

DRAFT

2021	Department	Project/Equipment	Estimated Cost	Funding Source	Notes
	Public Works	Disk Mower	\$ 9,000.00	County Levy/Local Option Sales Tax	
	Public Works	STCC Conveyor(Shouldering Machine)	\$ 8,000.00	County Levy/Local Option Sales Tax	truck attachment for small areas
	Public Works	skid loader attachment Shouldering	\$ 40,000.00	County Levy/Local Option Sales Tax	estimate, for large areas
	Building Maint.	HCH Ceiling Repair/Replacement	To Be Determined	Capital Projects Fund	waiting for estimate
	Building Maint.	Concrete Sidewalk Replacement/Repair	\$ 120,000.00	Capital Projects Fund	Curb, Gutter, and Sidewalk Replacement/Repair
	Building Maint.	HCH Truckpointing Repairs	\$ 125,187.00	Capital Projects Fund	Repair Damage to Block , Grout, Seal Windows, and Powerwash.
	Building Maint.	CVS and Fleet Lot Fence Repair	\$ 7,000.00	Capital Projects Fund	New for Fleet Lot and Reuse old fence to repair CVS Fence
		Income Source			
		Capital Projects Fund	\$ 252,187.00		
		County Levy/Local Option Sales Tax	\$ 57,000.00		
2022	Department	Project/Equipment	Estimated Cost	Funding Source	
	Public Works	Disk Mower	\$ 9,000.00	County Levy/LOST/Wheelage Tax	
	Building Maint.	John Deere Riding Tractor Replacement	\$ 27,500.00	County Levy	
	Building Maint.	Fire Smoke Head Replacement - Campus	\$ 40,000.00	County Levy	Replace Smoke Heads - EOL
		Income Source			
		County Levy/LOST/Wheelage Tax	\$ 76,500.00		
2023	Department	Project/Equipment	Estimated Cost	Funding Source	
	Public Works	Semi Drop Deck Trailer	\$ 75,000.00	County Levy/LOST/Wheelage Tax	
	Public Works	Mow Tractor	\$ 130,000.00	County Levy/LOST/Wheelage Tax	
	Building Maint.	Asphalt Shingles and EPDM on CVS & STS Shed Roof, Siding, and Brick Mold	\$ 120,000.00	County Levy	
	Building Maint.	Jail Dietrich Boilers Burner Replacement	\$ 50,600.00	County Levy	
		Income Source			
		County Levy/Wheelage Tax	\$ 375,600.00		
2024	Department	Project/Equipment	Estimated Cost	Funding Source	
	Public Works	Plow Truck	\$ 125,000.00	County Levy/LOST/Wheelage ax	
	Building Maint.	Jail RTU-3 Replacement	\$ 100,000.00	County Levy	
		Income Source			
		County Levy/LOST/Wheelage Tax	\$ 225,000.00		
2025	Department	Project/Equipment	Estimated Cost	Funding Source	
	Building Maint.	Walikon Roof Replacement	\$ 75,000.00	County Levy/LOST	
	Building Maint.	Justice Center Generator Base Tank	\$ 100,000.00	County Levy	
		Income Source			
		County Levy/LOST	\$ 175,000.00		

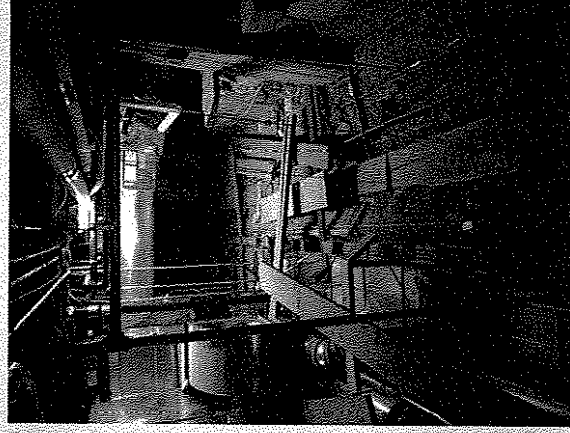
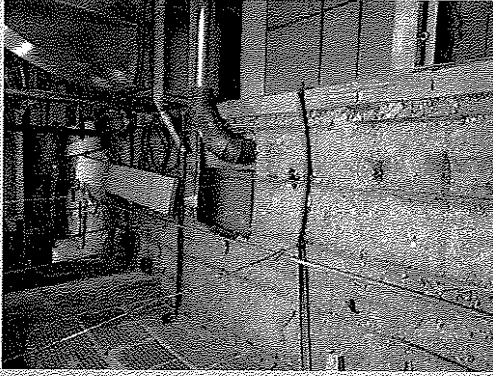
Law Office	Chips Custodial	Chips Non-Custodial
Ethan Allen	\$ 2,500.00	N/A
Migala Law Office	\$ 2,000.00	\$ 1,600.00
Wipper Law	\$ 5,000.00	\$ 5,000.00
Wanda Gierman	\$ 1,500.00	\$ 1,400.00
Anne M Carlson	\$ 1,700.00	\$ 1,300.00

Board Work Session on Capital Projects July 2, 2021

Capital Projects for Discussion:

- Historic Courthouse Ceiling Project
- Campus Sidewalks, Curbs, and Gutter
- Historic Courthouse Tuckpointing and North Facility Expansion Joint Repair

Historic Courthouse Ceiling Project



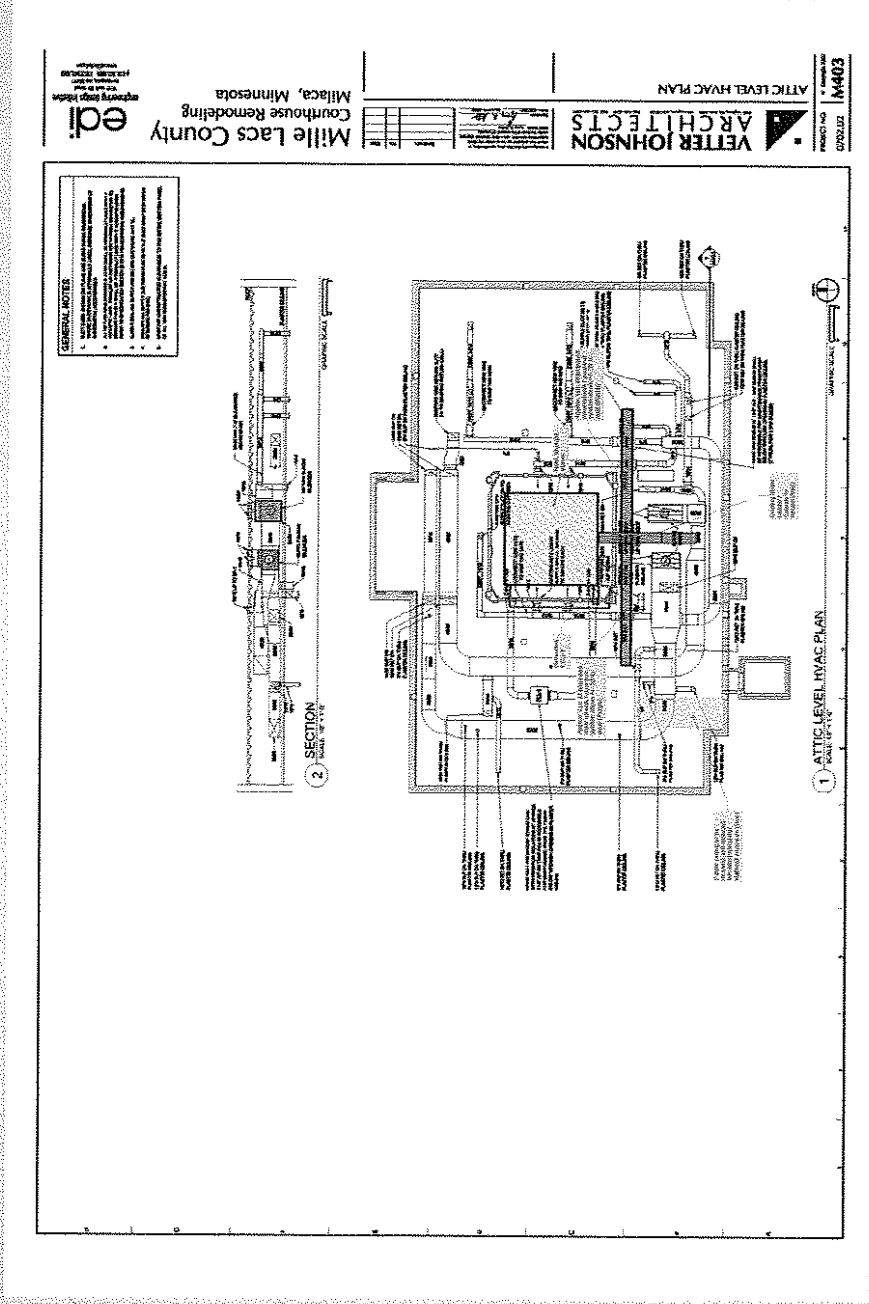
Historic Courthouse Ceiling Project

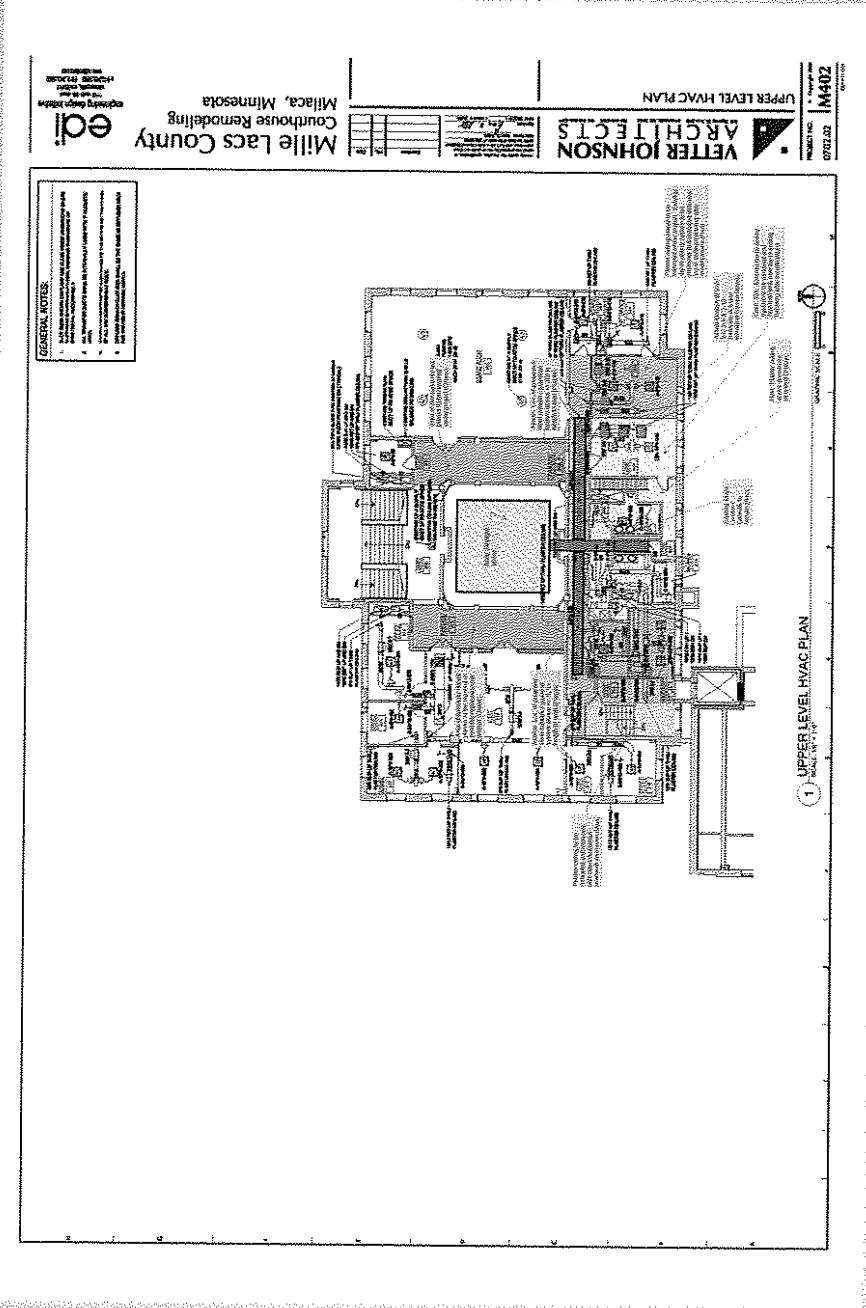
Steps Taken:

1. Vetter Johnson Architects Inc. met with the Mille Lacs County Administrator and FOM (Facility Operations Manager) to review the situation.
2. Structural Engineers Mattson, Macdonald, and Young reviewed the situation and recommended establishing a plan for correction.
3. To review the condition of the ceilings, meetings were setup with Blueline Coatings, LLC and Landmark Plaster & Stucco, Inc.
4. Vetter Johnson Architects Inc. developed a plan for correction.
5. Contegritty Group Inc. took the plan for correction and developed an estimate.
6. The plan for correction was sent to MNHS (Minnesota Historical Society) and SHPO (State Historic Preservation Office) for review and approval in accordance with the Mille Lacs County 2008 LOA (Letter of Agreement).
7. MNHS approved of the plan for correction after a written description and a online meeting with Vetter Johnson Architects Inc.
8. SHPO approved of the plan for correction after a written description, a online meeting with Vetter Johnson Architects Inc. and a letter from Marshall Lind, the City of Milaca Building Inspector.

Historic Courthouse Ceiling Project

WS 8.a





Historic Courthouse Ceiling Project

Expectations at the end of the Project:

- The deteriorating plaster ceiling covered by the false ceiling in the East/West corridor will be removed.
- The deflection area in front of the ASO will be replaced with a lighter weight modern material which imitates the original ceiling.
- The deflection area in front of the Board Room will be replaced with a lighter weight modern material which imitates the original ceiling.
- A lightweight catwalk system will be installed to access the attic space.
- Maintenance will be able to safely service the HVAC units.
- Maintenance will be able to safely service the Fire Detection System.

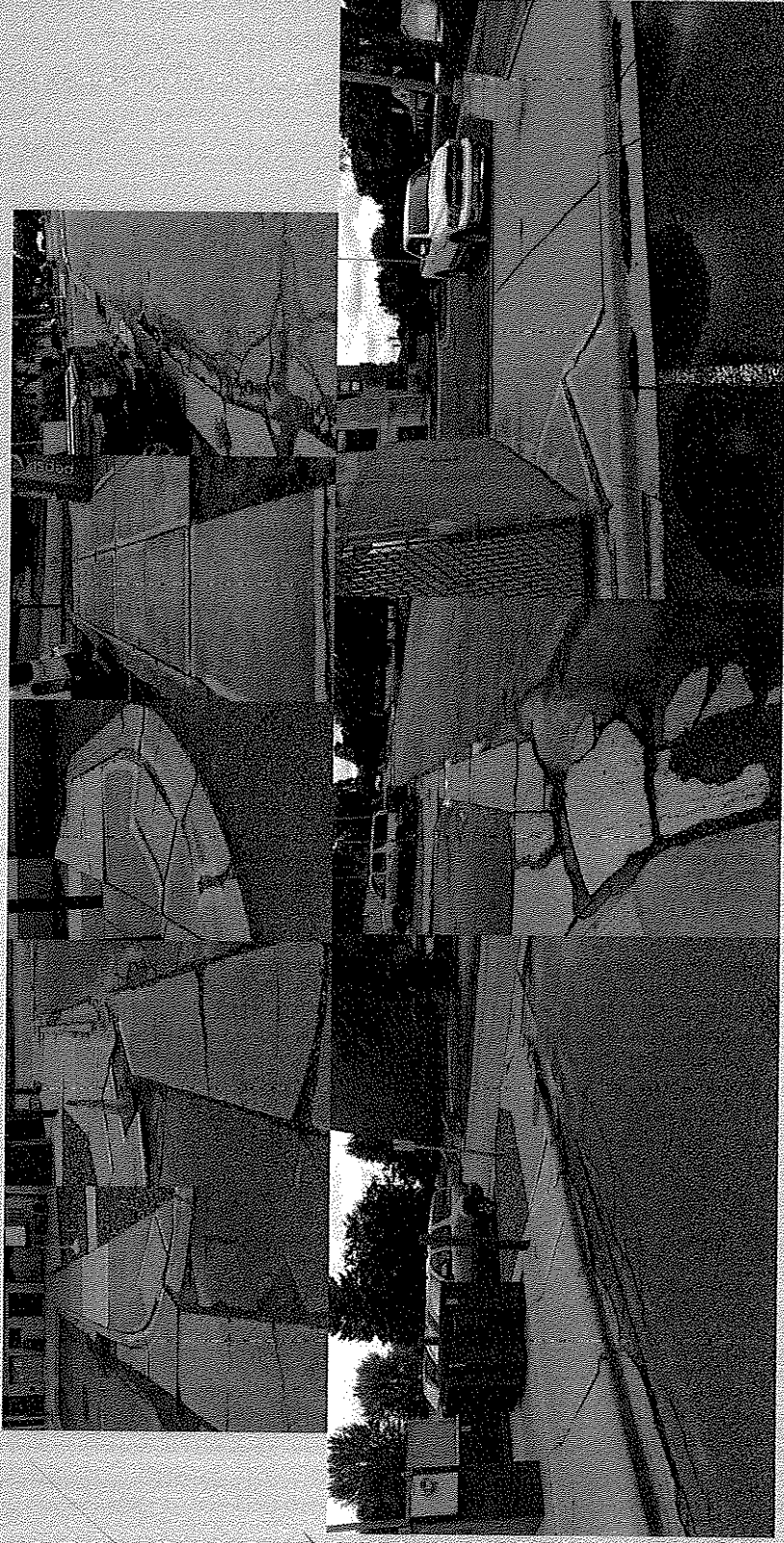
Historic Courthouse Ceiling Project

Next Steps:

Vetter Johnson Architects Inc. and Contegritty Group Inc. would like Board approval to submit contracts for the following:

- Move forward with formulating contracts to collect bids.
- Move forward with engineering the new catwalk system.
- Move forward with establishing a timeline to complete work winter 2021 into 2022.

Campus Sidewalks, Curbs, and Gutter



Campus Sidewalks, Curbs, and Gutter



Campus Sidewalks, Curbs, and Gutter

WS 8.a



Campus Sidewalks, Curbs, and Gutter



Campus Sidewalks, Curbs, and Gutter

- Maintenance is working on three quotes each reducing in size of scope.
- Issues Encountered:
 - Level of deterioration is accelerating and spreading.
 - Vendors have concerns.
 - Employees voicing concern has become a focus for concern.
 - Last winter and employee tripped on a crack in the sidewalk and bounced off of a car.
 - ADA Concerns
- Two vendors have submitted proposals and a 3rd vendor (pair of vendors) are working on one proposal together.
- Work can begin after the Board approves a proposal.

Campus Sidewalks, Curbs, and Gutter

Concerns Expressed by Vendors:

- ▶ **Aeration Levels**
- ▶ **Substrate Soils and Subgrade Prep**
- ▶ **Thickness on the Concrete** – Thermal Cracking, Overloading
- ▶ **Aggregate Expansion**
- ▶ **Deicer Scaling**

Chemical Attack – Porous concrete is susceptible to weathering caused by salt crystallization. Examples of salts known to cause weathering of

field concrete include sodium carbonate and sodium sulfate (laboratory studies have also related saturated solutions of calcium

chloride and other salts to concrete deterioration). Under drying conditions, salt solutions can rise to the surface by capillary

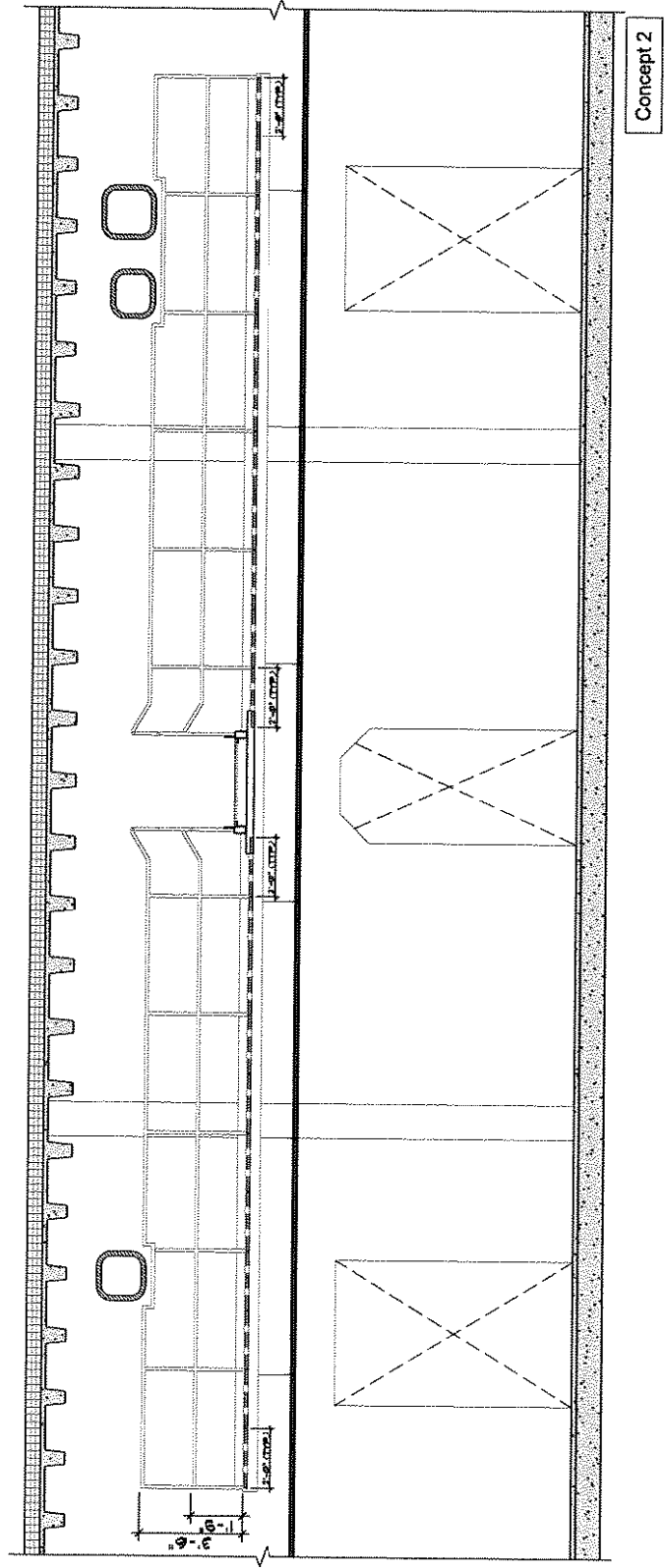
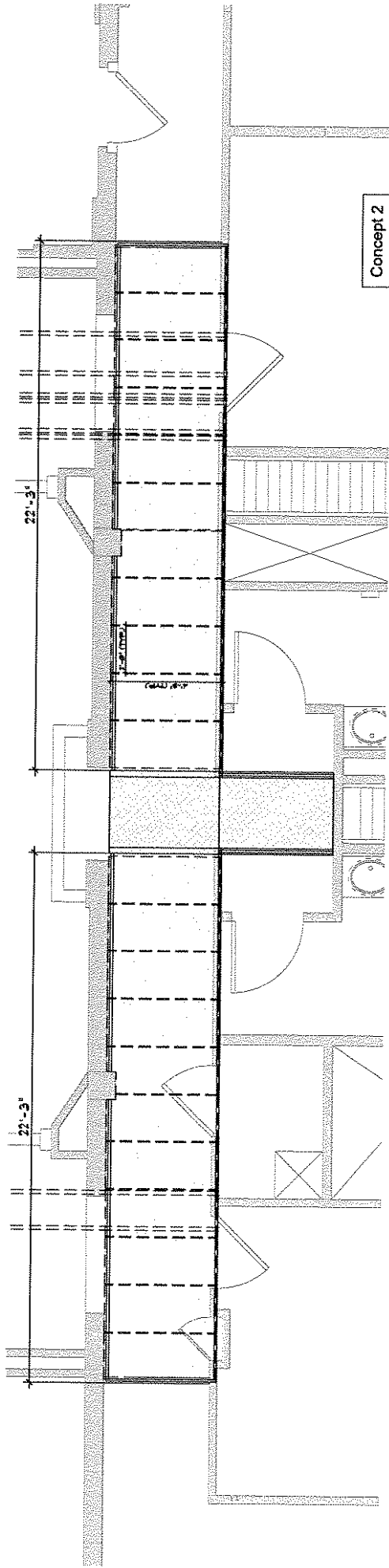
action and, as a result of surface evaporation, the solution phase becomes supersaturated and salt crystallization occurs, sometimes generating pressures large

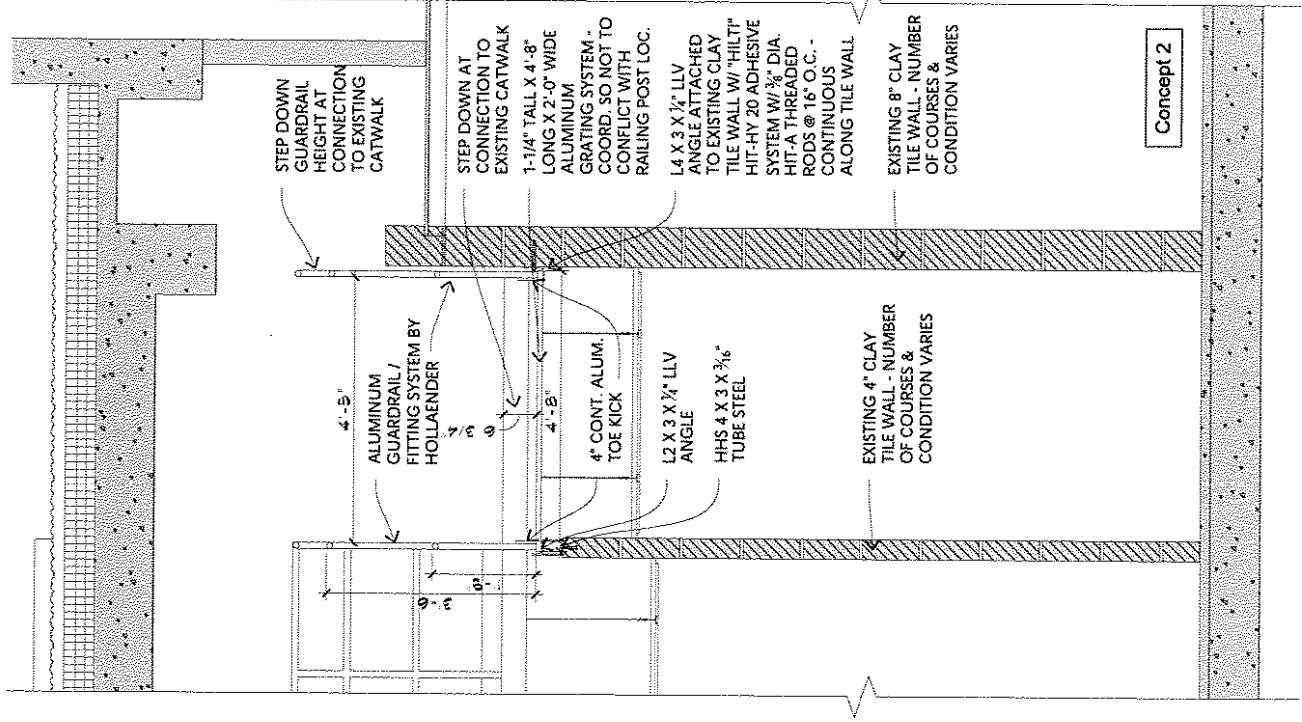
enough to cause cracking and scaling (Mehta 2000).

Historic Courthouse Ceiling Project Campus Sidewalks, Curbs, and Gutter

Recommendation:

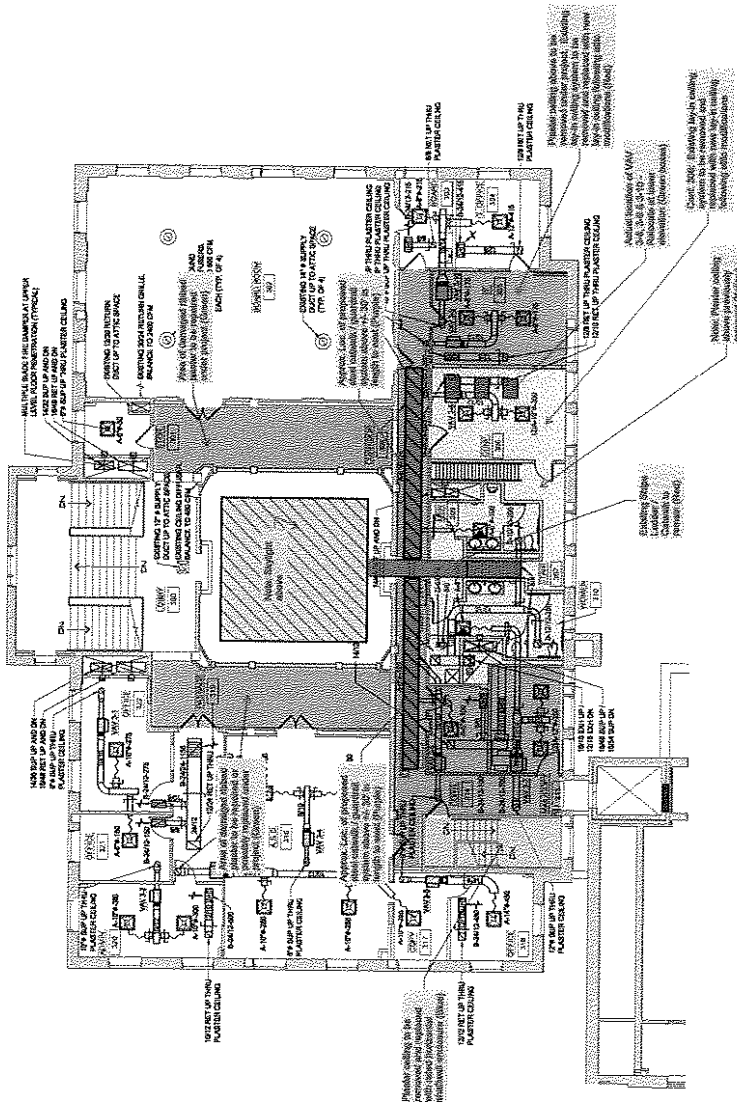
- Focus on completing the sidewalk repairs for Summer of 2021.
- In regards to the Historic Courthouse Ceiling, approve moving forward with formulating contracts for bids, engineering the new catwalk system, and establishing a timeline for work to begin late winter of 2021 into 2022 as a 2022 project. (Time Period for Lowest Cost of Labor)
- In regards to Tuckpointing, contract with Vetter Johnson Architects Inc. to plan and work with MNHS and SHPO for approval. Contract with Contegriy Group Inc. to estimate and plan work for 2023.



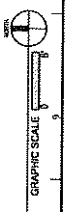




- GENERAL NOTES:**
1. DUCT SIZES SHOWN ON PLANS ARE CLEARANCES DIMENSIONS WHERE DIMENSIONS ARE NOT SPECIFIED. DIMENSIONS OF SPECIALTY MATERIAL, ACCORDINGLY.
 2. ALL TRANSFER DUCTS SHALL BE INTERNALLY LINED WITH 1" ACUSTIC LINING.
 3. UNLESS OTHERWISE NOTED, ALL DUCTS SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.
 4. DIFFERENT BRANCH DUCT SIZE SHALL BE THE SAME AS DIFFERENT BRANCH SIZE UNLESS OTHERWISE NOTED.



1 UPPER LEVEL HVAC PLAN
SCALE: 1/8" = 1'-0"



edi
engineering design interactive
1112 north 2nd street
minneapolis, mn 55411
p 612.541.5555 f 612.541.5552
www.edi-hvac.com

Mille Lacs County
Courthouse Remodeling
Milaca, Minnesota

Revisions	By	Date
1	ED	10/1/2017
2	ED	10/1/2017
3	ED	10/1/2017
4	ED	10/1/2017

1. Plans shall be for the production of construction documents and shall not be used for construction without the approval of the architect.

VETTER JOHNSON ARCHITECTS
3177 Highway 101, Suite 200
Milaca, MN 56343
P: 800.443.1177 F: 800.443.1177
www.vjarchitects.com
vjetter@vjarchitects.com
vjjohnson@vjarchitects.com

UPPER LEVEL HVAC PLAN

PROJECT NO. **M402**
0702.02
© Copyright 2018
ED 11.1.2018

From: [Noelan Lange](#)
To: [Lisa Herges](#)
Subject: FW: Capital Improvement
Date: Friday, May 21, 2021 1:49:26 PM
Attachments: [ASO, 2021-2025 Capital Improvement Plan.pdf](#)
[image001.png](#)

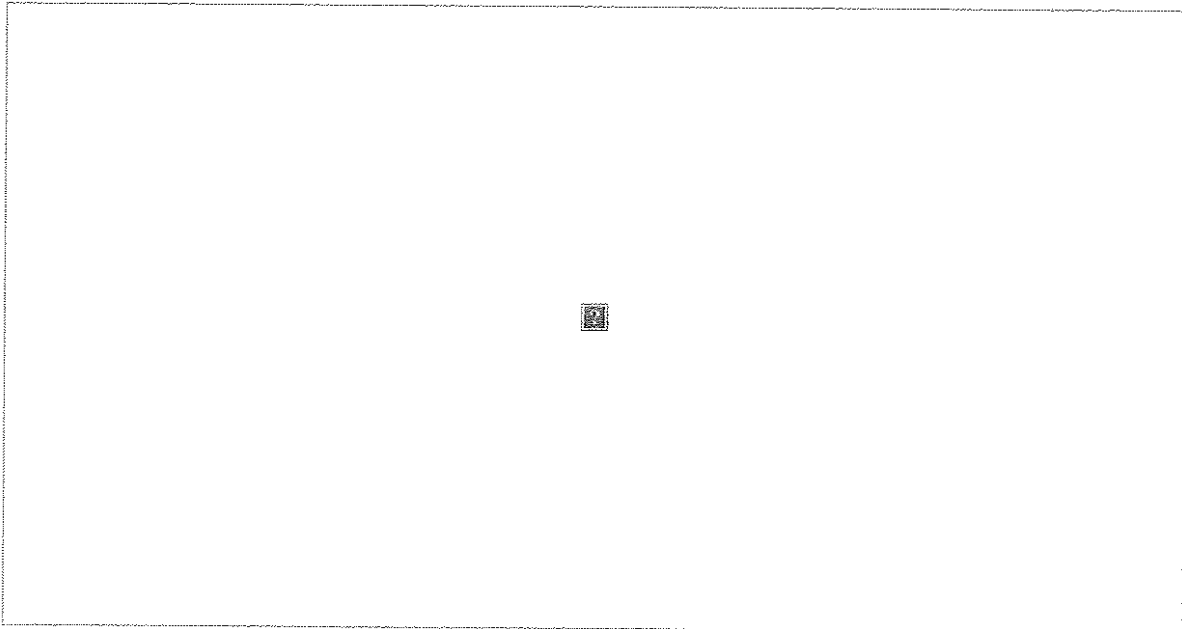
Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Eric Bartusch <Eric.Bartusch@millelacs.mn.gov>
Date: 5/18/21 1:41 PM (GMT-06:00)
To: Noelan Lange <Noelan.Lange@millelacs.mn.gov>
Subject: FW: Capital Improvement

Please see attached for the approved capital improvement plan.

Here is the accounting



Eric Bartusch
Mille Lacs County Auditor - Treasurer
635 2nd St SE, Milaca, MN 56353
320-983-8302 (O)
320-428-5315 (C)
eric.bartusch@millelacs.mn.gov
www.millelacs.mn.gov

From: Justice Voss <Justice.Voss@millelacs.mn.gov>
Sent: Tuesday, May 18, 2021 1:04 PM
To: Eric Bartusch <Eric.Bartusch@millelacs.mn.gov>
Subject: RE: Capital Improvement

Thank you,

Justice Voss
Administrative Financial Specialist
Mille Lacs County Administrative Services Office
635 2nd St SE, Milaca, MN 56353
320-983-8269
justice.voss@millelacs.mn.gov
www.millelacs.mn.gov

From: Eric Bartusch <Eric.Bartusch@millelacs.mn.gov>
Sent: Tuesday, May 18, 2021 1:03 PM
To: Justice Voss <Justice.Voss@millelacs.mn.gov>
Subject: FW: Capital Improvement

Eric Bartusch
Mille Lacs County Auditor - Treasurer
635 2nd St SE, Milaca, MN 56353
320-983-8302 (O)
320-428-5315 (C)
eric.bartusch@millelacs.mn.gov
www.millelacs.mn.gov

From: Noelan Lange <Noelan.Lange@millelacs.mn.gov>
Sent: Tuesday, May 18, 2021 10:37 AM
To: Eric Bartusch <Eric.Bartusch@millelacs.mn.gov>
Subject: Capital Improvement

Eric,

What line number would I assign to the fence Capital Improvement on the claim form? Thanks so much.

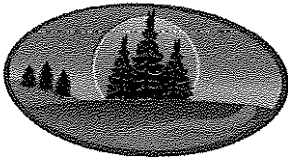
Regards,

Noelan R. Lange
Facilities Operations Manager
Mille Lacs County
635 2nd Street SE

Milaca, MN 56353

P: 320-983-8320

C: 320-630-6175



CITY OF
MILACA *Minnesota*

255 First Street East, Milaca, MN 56353

(320)983-3141 | (320)983-3142 fax

May 24, 2021

Tyler Johnson
Vetter Johnson Architects
4245 Cottonwood Lane N
Plymouth, MN 55441

Mille Lacs County
Noelan Lange
635 2nd St. SE
Milaca, MN 56353

State Historic Preservation Office
203 Administration Building
50 Sherburne Ave
St. Paul, MN 55155

RE: Mille Lacs County Courthouse – Plaster Ceiling Replacement

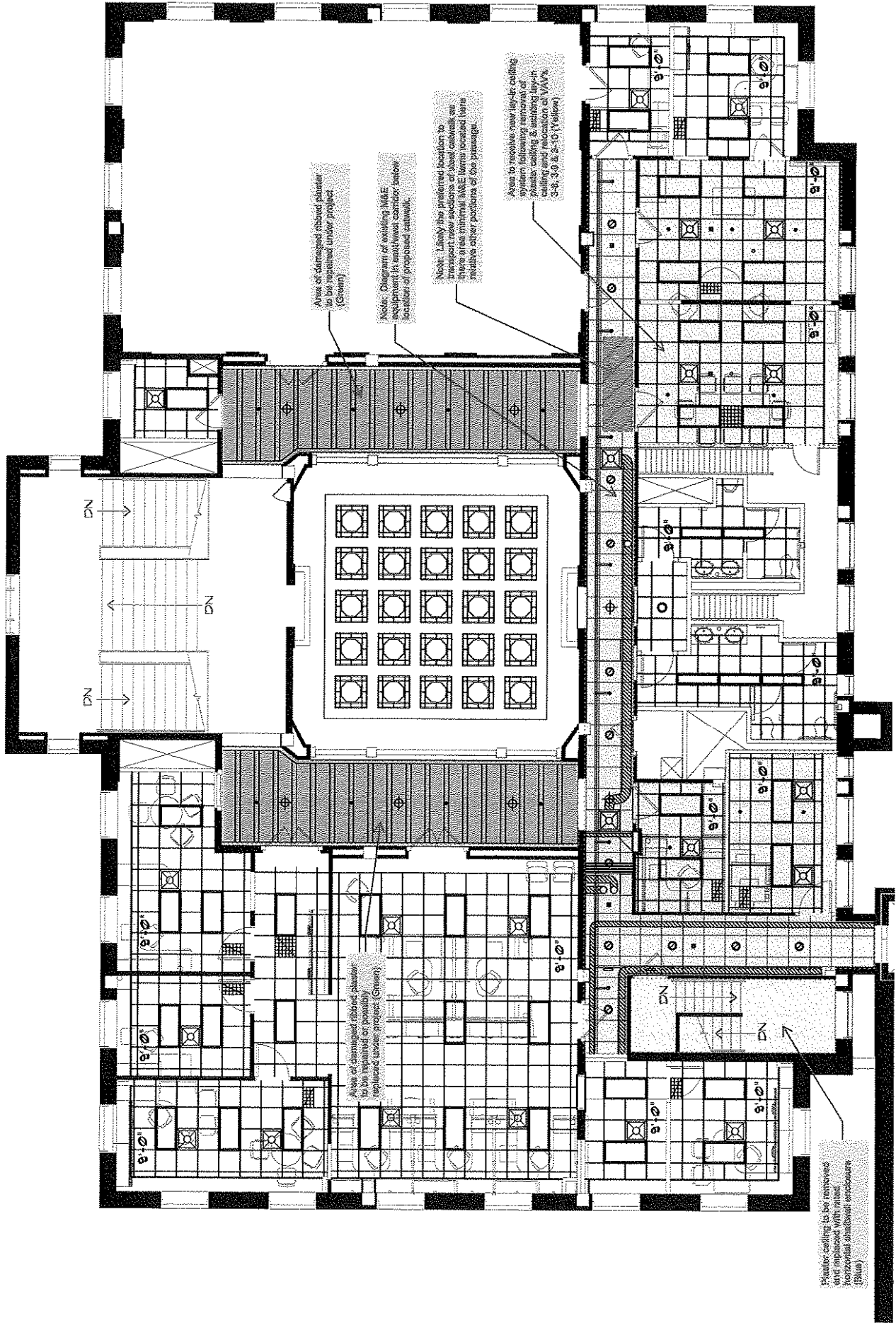
After an inspection of the old Mille Lacs County Courthouse, it was visible that there is stress on the wire hanger and channels from the weight of the existing plaster ceiling. The primary and intermediate channels are bent and plaster ceiling is deflecting.

It appears that the ribs on the plaster ceiling are constructed of plaster the full depth of the ribs, this is adding a great amount of weight to the primary and intermediate furring channels. It would be a benefit to the ceiling system if a new modern blueboard plaster system with foam molded ribs. This system would be lighter decreasing the likelihood of the ceiling deflection in the future. The weight of the existing or replacement plaster on the supporting hanger wire and bent channels is a concern.

If you have any questions, please contact me at mlind@milacacity.com or 320-983-3141.

Respectfully,

Marshall Lind
Building Official



**mn DEPARTMENT OF
ADMINISTRATION**
STATE HISTORIC PRESERVATION OFFICE

June 7, 2021

VIA EMAIL ONLY

Tyler Johnson
Vetter Johnson Architects
4245 Cottonwood Lane N
Plymouth, MN 55441

RE: Mille Lacs County Courthouse – Plaster Ceiling Replacement
635 2nd St SE, Milaca, Mille Lacs County
SHPO Number: 2021-1544

Dear Tyler Johnson:

Thank you for continuing consultation on the above referenced project. Information received on May 25, 2021 has been reviewed pursuant to the responsibilities given the State Historic Preservation Office by the Minnesota Historic Sites Act (Minn. Stat. 138.665-666).

According to your correspondence, Mille Lacs County is proposing to replace the damaged plaster ceilings in the east and west corridors on the 2nd floor of the Mille Lacs County Courthouse as well as the ceiling in one of the stairways. As you know, the **Mille Lacs County Courthouse** is listed in the National Register of Historic Places. Accordingly, in order for our office to determine that the project will not adversely affect the historic property, the proposed rehabilitation work must be in conformance with the Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (Standards).

We have reviewed the additional documentation provided with your May 24, 2021 response letter and based on information that is available to us at this time, we have determined that the project, as currently proposed, meets Standards and will have **no adverse effect** on the historic property provided that:

- *where the historic plaster is beyond repair and new plaster is installed, steps are taken to ensure that the decorative wood and cove will have the same "reveal" as they did historically*
- *the texture and tooling of the new plaster will match the texture and tooling of the historic plaster*

If the above conditions cannot be met, further consultation with our office will be necessary. Please contact Kelly Gragg-Johnson, Environmental Review Specialist, at kelly.graggjohnson@state.mn.us with any questions regarding our review.

Sincerely,

Sarah J. Beimers

Sarah J. Beimers
Environmental Review Program Manager

MINNESOTA STATE HISTORIC PRESERVATION OFFICE

50 Sherburne Avenue ■ Administration Building 203 ■ Saint Paul, Minnesota 55155 ■ 651-201-3287 mn.gov/admin/shpo ■
mnshpo@state.mn.us

AN EQUAL OPPORTUNITY AND SERVICE PROVIDER



MAINTENANCE DEPARTMENT

REQUEST FOR PRICE QUOTES

**Repair and Replacement of Concrete Curb, Gutter, Sidewalks,
and Pedestrian Ramps (Option #1)**

MILACA, MINNESOTA

PROJECT DESCRIPTION

Mille Lacs County is soliciting for price quotes on the repair and replacement of concrete curb, gutter, sidewalks, and pedestrian ramps.

PROJECT ADMINISTRATION

The Mille Lacs County Maintenance Department will administer the improvement. The County designates the Facilities Operations Manager, Noelan R. Lange, to determine the time and scope of work. Noelan will communicate to the contractor of when the work will commence.

PROJECT LOCATION

The contractor agrees to provide equipment, labor, material, and supervision as needed to complete the installation as agreed to.

PRICE QUOTE DEADLINE

Price quote deadline is July 7th, 2021. Please return quote to the Maintenance Department Office by e-mail to Noelan.lange@millelacs.mn.gov or by mail or hand delivered to: Mille Lacs County Facilities Operations Manager, 635 2nd Street SE, Milaca, MN 56353 or the Maintenance Office (Lower Level of Historic Courthouse). **The preferred method is by e-mail.** Office (320) 983-8320 or Cell (320) 630-6175.

PROJECT INFORMATION AND AUTHORIZED REPRESENTATIVE

The contractor agrees to serve the role of a contractor, by providing services for a fee and is not considered an employee.

The contractor agrees to provide insurance to protect the county for claims for damages and/or injury caused by contractor actions. Said Insurance limits shall comply with current minimum values as required by state statute.

The contractor agrees to provide the County with a certificate of insurance, naming the County as an additional insured.

Please direct all questions pertaining to the quote to: Noelan R. Lange, Facilities Operations Manager at (320) 983-8320 or (320) 630-6175 or Noelan.lange@millelacs.mn.gov

Date

5/21/2021

Name / Address

Mille Lacs County
635 2nd St. SE
Milaca MN 56353

Project

Curb, Gutter, Sidewalk, Pedestrian Ramps, and Misc.

Primary Contact Phone

Office: 320-983-8320
Cell: 320-630-6175

Primary Contact Email

noelan.lange@millelacs.mn.gov

Location

Milaca Campus

Description	Qty	Vendor Numbers	Comments
NOTE: VENDOR WILL NEED SUPPLY TRAFFIC CONTROL AND BARRIERS NOTE: VENDOR WILL REMOVE ALL WASTE AND CLEANUP DEBRIS NOTE: VENDOR WILL NEED TO REPAIR ASPHALT IN CONTACT WITH CONCRETE REMOVAL NOTE: VENDOR WILL NEED VERIFY ALL NUMBERS PRIOR TO SUBMITTING A PROPOSAL AREA 1 REMOVALS 3' VALLEY GUTTER PER LN FT AREA 2 REMOVALS 4" SIDEWALK DOWEL INTO SIDEWALK CURBFACE ADD 1 FOOT FOR ADDITIONAL 8" THICK, 10" WIDE EDGE WITH 1 ADDITIONAL #4 AREA 3 REMOVALS B-6-12 PER FT WITH 5' KNOCKDOWN TO RAIN GARDEN	1 160 1 36 1 65		

Date

5/21/2021

Name / Address

Mille Lacs County
635 2nd St. SE
Milaca MN 56353

Project

Curb, Gutter, Sidewalk, Pedestrian Ramps, and Misc.

Primary Contact Phone

Office: 320-983-8320
Cell: 320-630-6175

Primary Contact Email

noelan.lange@millelacs.mn.gov

Location

Milaca Campus

Description	Qty	Vendor Numbers	Comments
AREA 4 REMOVALS			
MINOR DIRT WORK AND PREP	1		
4" BASE FOR SPILL WAY	1		
6" CURB ON SPILL WAY EACH SIDE	64		
STEEL FOR SIDEWALK GRATES	64		
4" SIDEWALK	1		
CURBFACE ADD PER LINEAL FOOT FOR ADDITIONAL 8"	50		
THICK, 10" WIDE EDGE WITH 1 ADDITIONAL #4 BAR	10		
AREA 5 REMOVALS			
4" SIDEWALK	1		
DOWEL INTO INTERSECTING SIDEWALK	50		
AREA 6 REMOVALS			
4" SIDEWALK	1		
DOWEL INTO INTERSECTING SIDEWALK	40		
AREA 7 REMOVALS			
4" SIDEWALK WITH STYROFOAM	1		
40" DRAIN CHANNEL TO 6" PVC STORM DRAIN	400		
	1		
AREA 8 REMOVALS			
4" SIDEWALK DOWEL INTO STOOP AND	1		
REMINING SIDEWALK	800		
B-6-12 PER FT	18		
TRUNCATED DOMES	2		
AREA 9 REMOVALS			
4" SIDEWALK	1		
B-6-12 PER FT	250		
TRUNCATED DOMES	40		
	2		

Date

5/21/2021

Name / Address

Mille Lacs County
635 2nd St. SE
Milaca MN 56353

Project

Curb, Gutter, Sidewalk, Pedestrian Ramps, and Misc.

Primary Contact Phone

Office: 320-983-8320
Cell: 320-630-6175

Primary Contact Email

noelan.lange@millelacs.mn.gov

Location

Milaca Campus

Description	Qty	Vendor Numbers	Comments
AREA 10 REMOVALS	1		
3' VALLEY GUTTER	40		
AREA 11 REMOVALS	1		
4" SIDEWALK	160		
B-6-12 PER FT	30		
TRUNCATED DOMES	1		
AREA 12 REMOVALS	1		
3' VALLEY GUTTER	180		
AREA 13 REMOVALS	1		
4" SIDEWALK	708		
B-6-12 PER FT	150		
AREA 14 CANCEL	0		
AREA 15 REMOVALS	1		
4" SIDEWALK DOWEL TO REMAINING SIDEWALK	110		
TRUNCATED DOMES	1		
AREA 16 REMOVALS	1		
4" SIDEWALK DOWEL TO REMAINING SIDEWALK	104		
B-6-12 PER FT	15		
TRUNCATED DOMES	1		
AREA 17 REMOVALS	1		
4" SIDEWALK	420		
B-6-12 PER FT	137		
TRUNCATED DOMES	2		

Date

5/21/2021

Name / Address

Mille Lacs County
635 2nd St. SE
Milaca MN 56353

Project

Curb, Gutter, Sidewalk, Pedestrian Ramps, and Misc.

Primary Contact Phone

Office: 320-983-8320
Cell: 320-630-6175

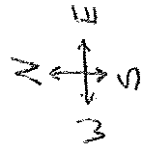
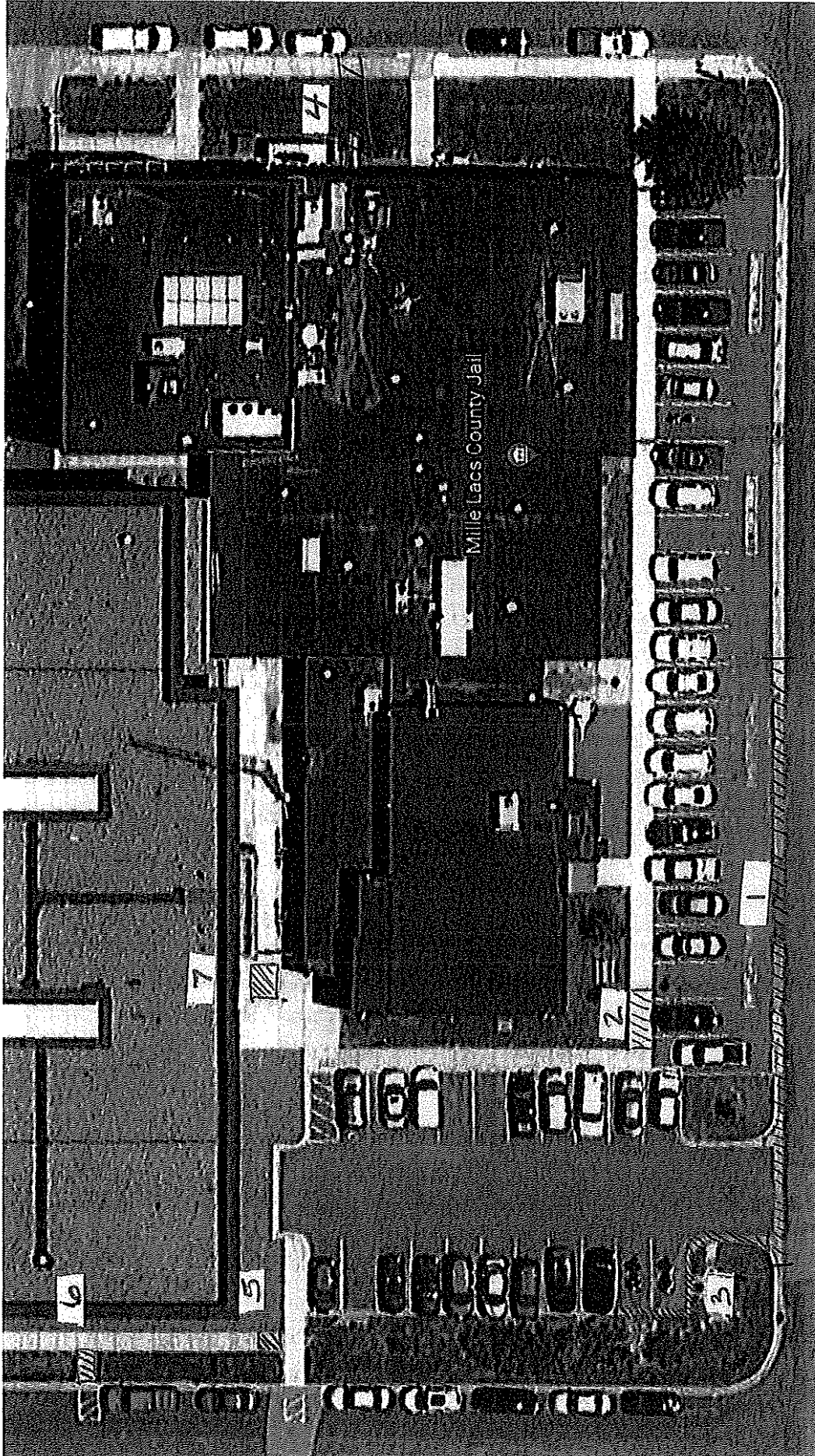
Primary Contact Email

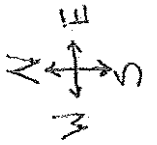
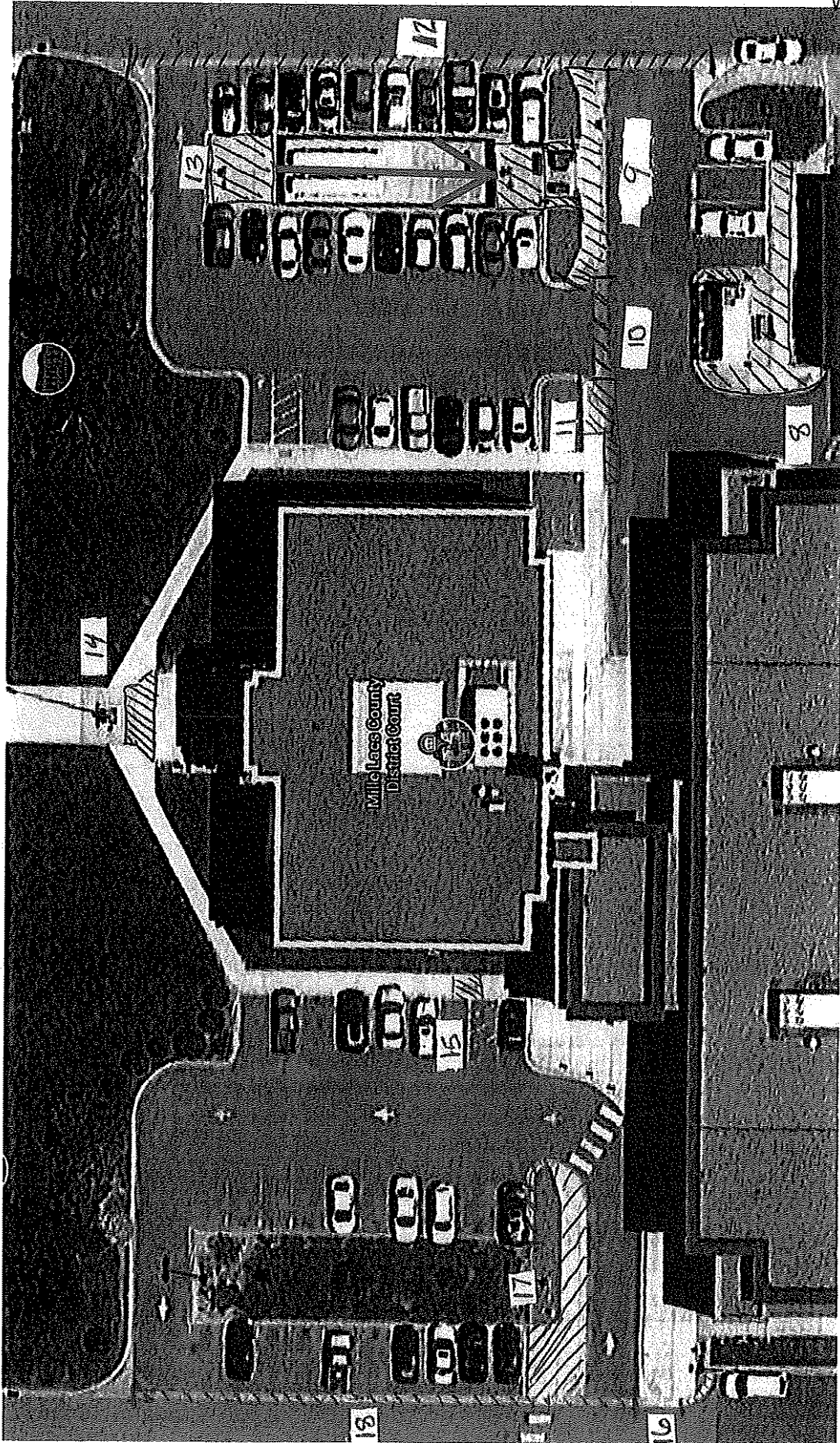
noelan.lange@millelacs.mn.gov

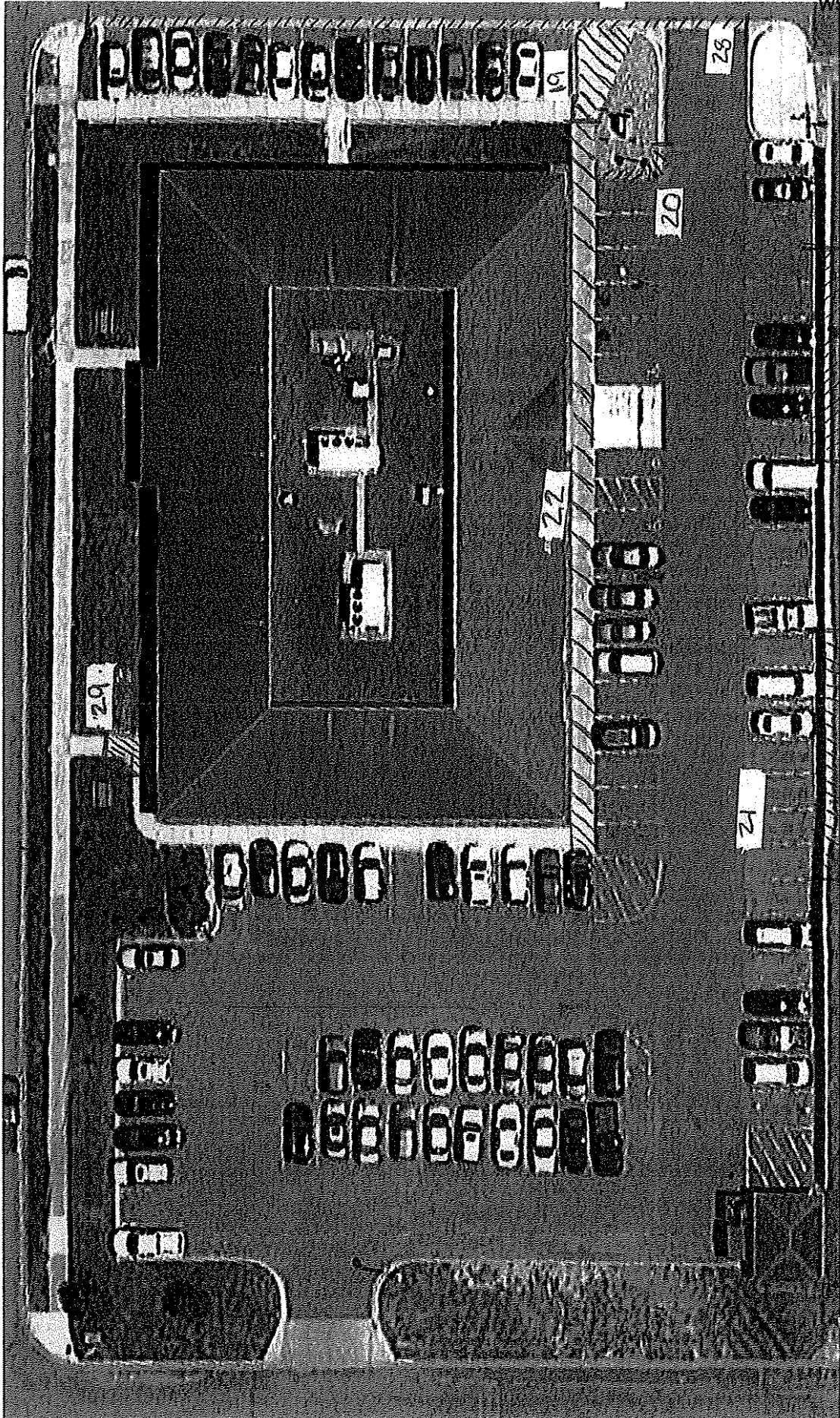
Location

Milaca Campus

Description	Qty	Vendor Numbers	Comments
AREA 18 REMOVALS	1		
2' VALLEY GUTTER	171		
B-6-12 PER FT WITH TRANSITION	12		
AREA 19 REMOVALS	1		
4" SIDEWALK	280		
B-6-12 PER FT	35		
TRUNCATED DOMES	1		
AREA 20 REMOVALS	1		
B-6-12 PER FT	25		
AREA 21 REMOVALS	1		
B-6-12 PER FT	130		
AREA 22 REMOVALS	1		
4" SIDEWALK 5 FT WIDE	935		
B-6-12 PER FT	187		
TRUNCATED DOMES	1		
AREA 28 REMOVALS	1		
2' VALLEY GUTTER	171		
AREA 29 REMOVALS	1		
4" SIDEWALK DOWEL TO STOOP	145		









MAINTENANCE DEPARTMENT

REQUEST FOR PRICE QUOTES

**Repair and Replacement of Concrete Curb, Gutter, Sidewalks,
and Pedestrian Ramps (Option #2)**

MILACA, MINNESOTA

PROJECT DESCRIPTION

Mille Lacs County is soliciting for price quotes on the repair and replacement of concrete curb, gutter, sidewalks, and pedestrian ramps.

PROJECT ADMINISTRATION

The Mille Lacs County Maintenance Department will administer the improvement. The County designates the Facilities Operations Manager, Noelan R. Lange, to determine the time and scope of work. Noelan will communicate to the contractor of when the work will commence.

PROJECT LOCATION

The contractor agrees to provide equipment, labor, material, and supervision as needed to complete the installation as agreed to.

PRICE QUOTE DEADLINE

Price quote deadline is July 7th, 2021. Please return quote to the Maintenance Department Office by e-mail to Noelan.lange@millelacs.mn.gov or by mail or hand delivered to: Mille Lacs County Facilities Operations Manager, 635 2nd Street SE, Milaca, MN 56353 or the Maintenance Office (Lower Level of Historic Courthouse). **The preferred method is by e-mail.** Office (320) 983-8320 or Cell (320) 630-6175.

PROJECT INFORMATION AND AUTHORIZED REPRESENTATIVE

The contractor agrees to serve the role of a contractor, by providing services for a fee and is not considered an employee.

The contractor agrees to provide insurance to protect the county for claims for damages and/or injury caused by contractor actions. Said Insurance limits shall comply with current minimum values as required by state statute.

The contractor agrees to provide the County with a certificate of insurance, naming the County as an additional insured.

Please direct all questions pertaining to the quote to: Noelan R. Lange, Facilities Operations Manager at (320) 983-8320 or (320) 630-6175 or Noelan.lange@millelacs.mn.gov

Date

5/21/2021

Name / Address

Mille Lacs County
635 2nd St. SE
Milaca MN 56353

Project

Curb, Gutter, Sidewalk, Pedestrian Ramps, and Misc.

Primary Contact Phone

Office: 320-983-8320
Cell: 320-630-6175

Primary Contact Email

noelan.lange@millelacs.mn.gov

Location

Milaca Campus

Description	Qty	Vendor Numbers	Comments
NOTE: VENDOR WILL NEED SUPPLY TRAFFIC CONTROL AND BARRIERS NOTE: VENDOR WILL REMOVE ALL WASTE AND CLEANUP DEBRIS NOTE: VENDOR WILL NEED TO REPAIR ASPHALT IN CONTACT WITH CONCRETE REMOVAL NOTE: VENDOR WILL NEED VERIFY ALL NUMBERS PRIOR TO SUBMITTING A PROPOSAL AREA 1 REMOVALS 3' VALLEY GUTTER PER LN FT AREA 3 REMOVALS B-6-12 PER FT WITH 5' KNOCKDOWN TO RAIN GARDEN	1 160 1 65		

Name / Address	
Mille Lacs County 635 2nd St. SE Millaca MN 56353	
Primary Contact Phone	Primary Contact Email
Office: 320-983-8320 Cell: 320-630-6175	noelan.lange@millelacs.mn.gov

Project
Curb, Gutter, Sidewalk, Pedestrian Ramps, and Misc.

Location
Milaca Campus

Page 4

Date

5/21/2021

Name / Address

Mille Lacs County
635 2nd St. SE
Milaca MN 56353

Project

Curb, Gutter, Sidewalk, Pedestrian Ramps, and Misc.

Primary Contact Phone

Office: 320-983-8320
Cell: 320-630-6175

Primary Contact Email

noelan.lange@millelacs.mn.gov

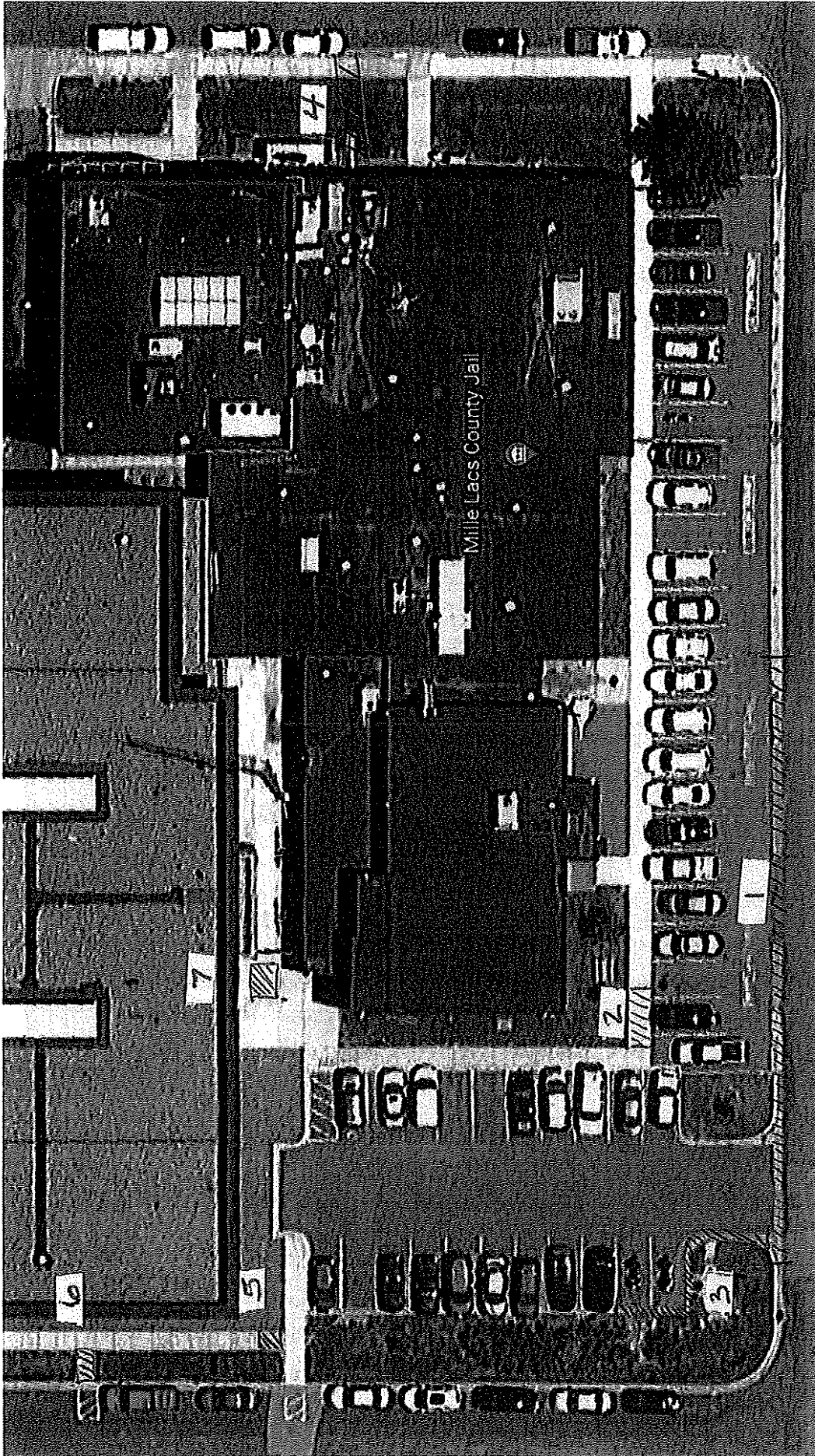
Location

Milaca Campus

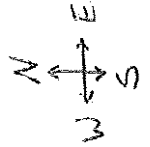
Description	Qty	Vendor Numbers	Comments
AREA 11 REMOVALS	1		
4" SIDEWALK	160		
B-6-12 PER FT	30		
TRUNCATED DOMES	1		
AREA 12 REMOVALS	1		
3' VALLEY GUTTER	180		
AREA 13 REMOVALS	1		
4" SIDEWALK	708		
B-6-12 PER FT	150		
AREA 15 REMOVALS	1		
4" SIDEWALK DOWEL TO REMINING SIDEWALKS	110		
TRUNCATED DOMES	1		
AREA 17 REMOVALS	1		
4" SIDEWALK	420		
B-6-12 PER FT	137		
TRUNCATED DOMES	2		
AREA 18 REMOVALS	1		
2' VALLEY GUTTER	171		
B-6-12 PER FT WITH TRANSITION	12		

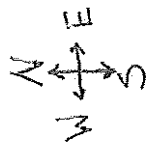
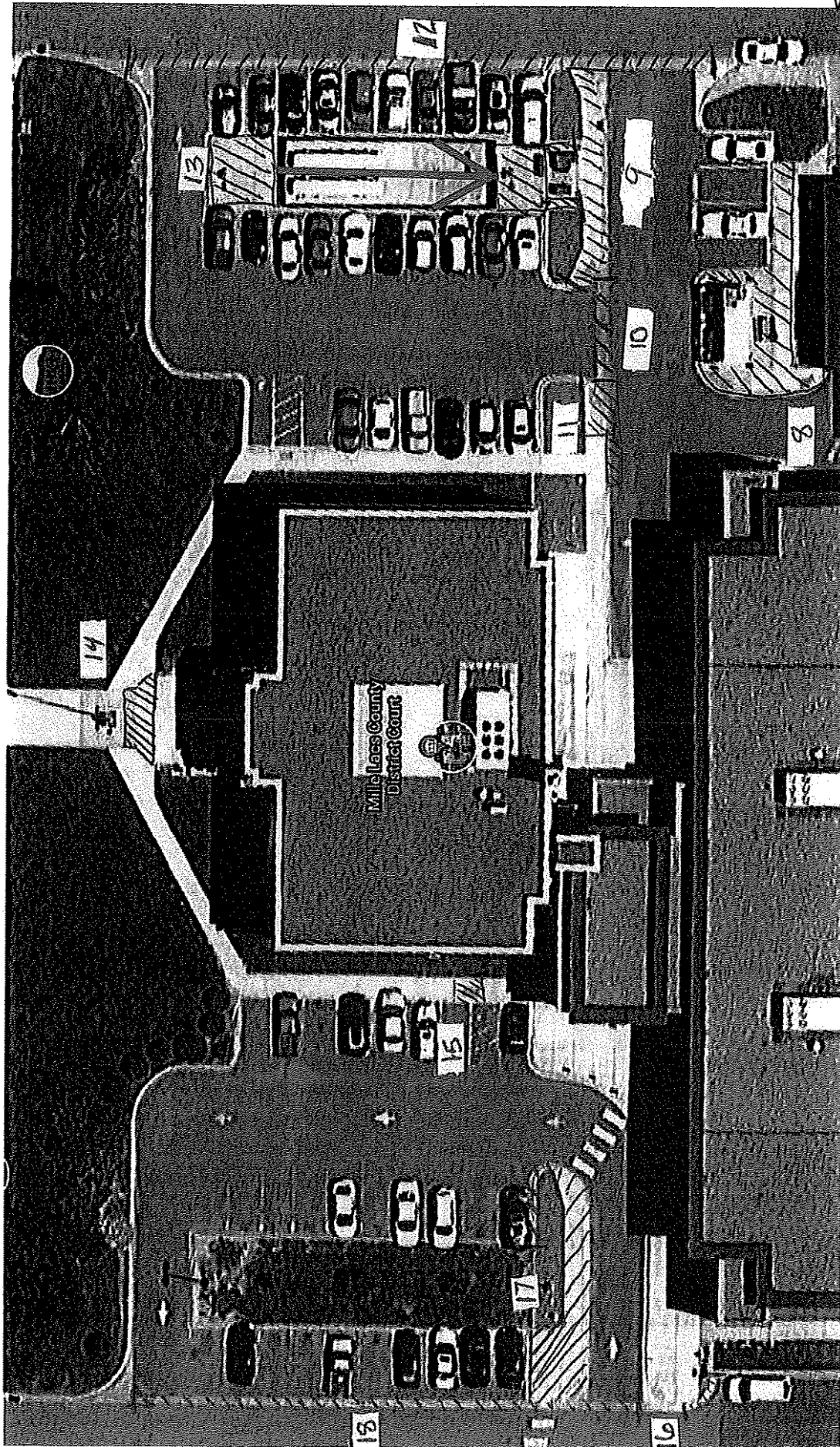
Location
Milaca Campus

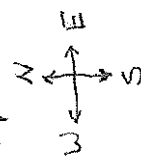
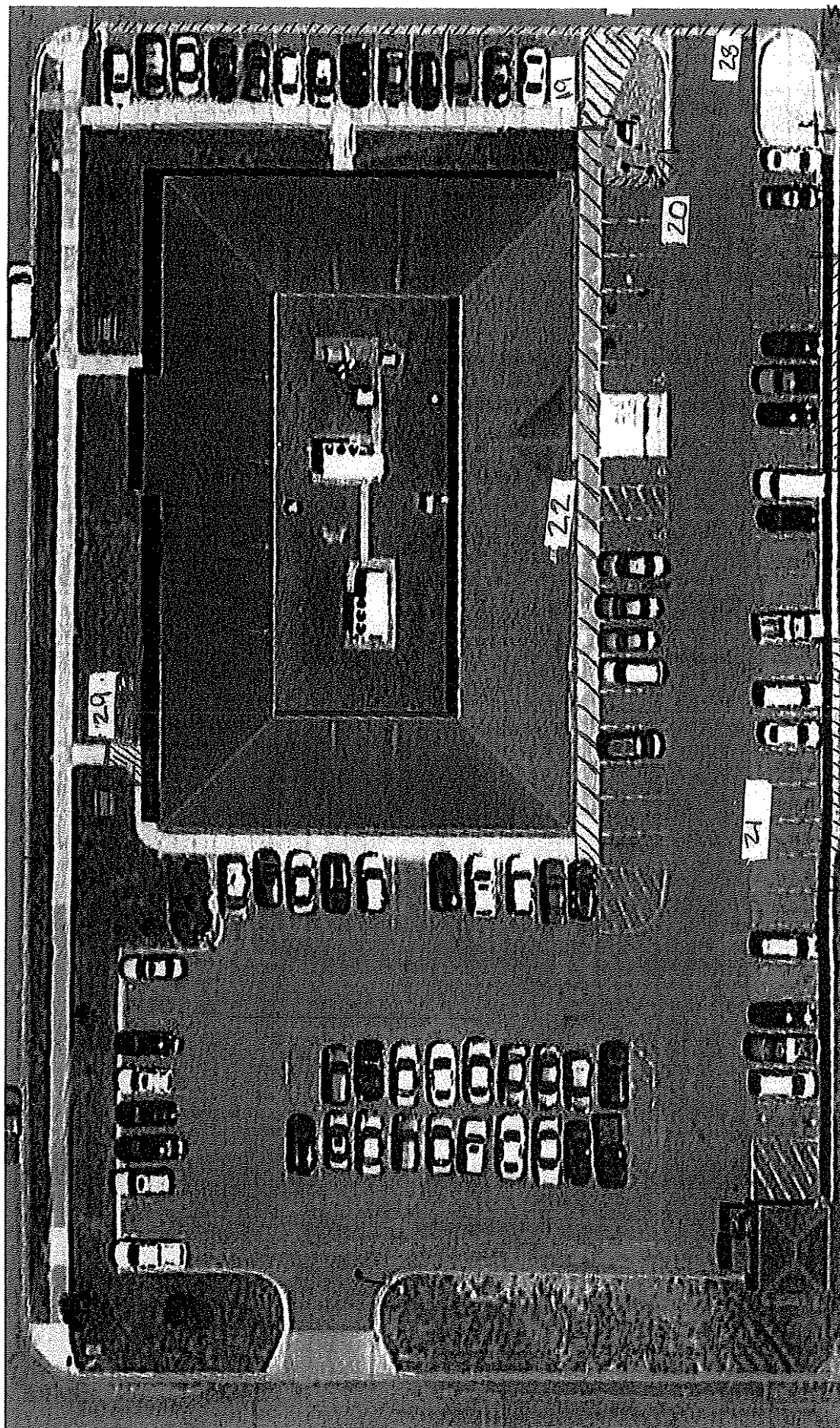
Page 6



WS 8.b









MAINTENANCE DEPARTMENT

REQUEST FOR PRICE QUOTES

**Repair and Replacement of Concrete Curb, Gutter, Sidewalks,
and Pedestrian Ramps (Option #3)**

MILACA, MINNESOTA

PROJECT DESCRIPTION

Mille Lacs County is soliciting for price quotes on the repair and replacement of concrete curb, gutter, sidewalks, and pedestrian ramps.

PROJECT ADMINISTRATION

The Mille Lacs County Maintenance Department will administer the improvement. The County designates the Facilities Operations Manager, Noelan R. Lange, to determine the time and scope of work. Noelan will communicate to the contractor of when the work will commence.

PROJECT LOCATION

The contractor agrees to provide equipment, labor, material, and supervision as needed to complete the installation as agreed to.

PRICE QUOTE DEADLINE

Price quote deadline is July 7th, 2021. Please return quote to the Maintenance Department Office by e-mail to Noelan.lange@millelacs.mn.gov or by mail or hand delivered to: Mille Lacs County Facilities Operations Manager, 635 2nd Street SE, Milaca, MN 56353 or the Maintenance Office (Lower Level of Historic Courthouse). **The preferred method is by e-mail.** Office (320) 983-8320 or Cell (320) 630-6175.

PROJECT INFORMATION AND AUTHORIZED REPRESENTATIVE

The contractor agrees to serve the role of a contractor, by providing services for a fee and is not considered an employee.

The contractor agrees to provide insurance to protect the county for claims for damages and/or injury caused by contractor actions. Said Insurance limits shall comply with current minimum values as required by state statute.

The contractor agrees to provide the County with a certificate of insurance, naming the County as an additional insured.

Please direct all questions pertaining to the quote to: Noelan R. Lange, Facilities Operations Manager at (320) 983-8320 or (320) 630-6175 or Noelan.lange@millelacs.mn.gov

Date

5/21/2021

Name / Address

Mille Lacs County
635 2nd St. SE
Milaca MN 56353

Project

Curb, Gutter, Sidewalk, Pedestrian Ramps, and Misc.

Primary Contact Phone

Office: 320-983-8320
Cell: 320-630-6175

Primary Contact Email

noelan.lange@millelacs.mn.gov

Location

Milaca Campus

Description	Qty	Vendor Numbers	Comments
NOTE: VENDOR WILL NEED SUPPLY TRAFFIC CONTROL AND BARRIERS NOTE: VENDOR WILL REMOVE ALL WASTE AND CLEANUP DEBRIS NOTE: VENDOR WILL NEED TO REPAIR ASPHALT IN CONTACT WITH CONCRETE REMOVAL NOTE: VENDOR WILL NEED VERIFY ALL NUMBERS PRIOR TO SUBMITTING A PROPOSAL AREA 8 REMOVALS 4" SIDEWALK B-6-12 PER FT TRUNCATED DOMES AREA 9 REMOVALS 4" SIDEWALK B-6-12 PER FT TRUNCATED DOMES	1 800 18 2 1 250 40 2		

Date

5/21/2021

Name / Address

Mille Lacs County
635 2nd St. SE
Milaca MN 56353

Project

Curb, Gutter, Sidewalk, Pedestrian Ramps, and Misc.

Primary Contact Phone

Office: 320-983-8320
Cell: 320-630-6175

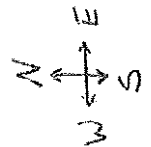
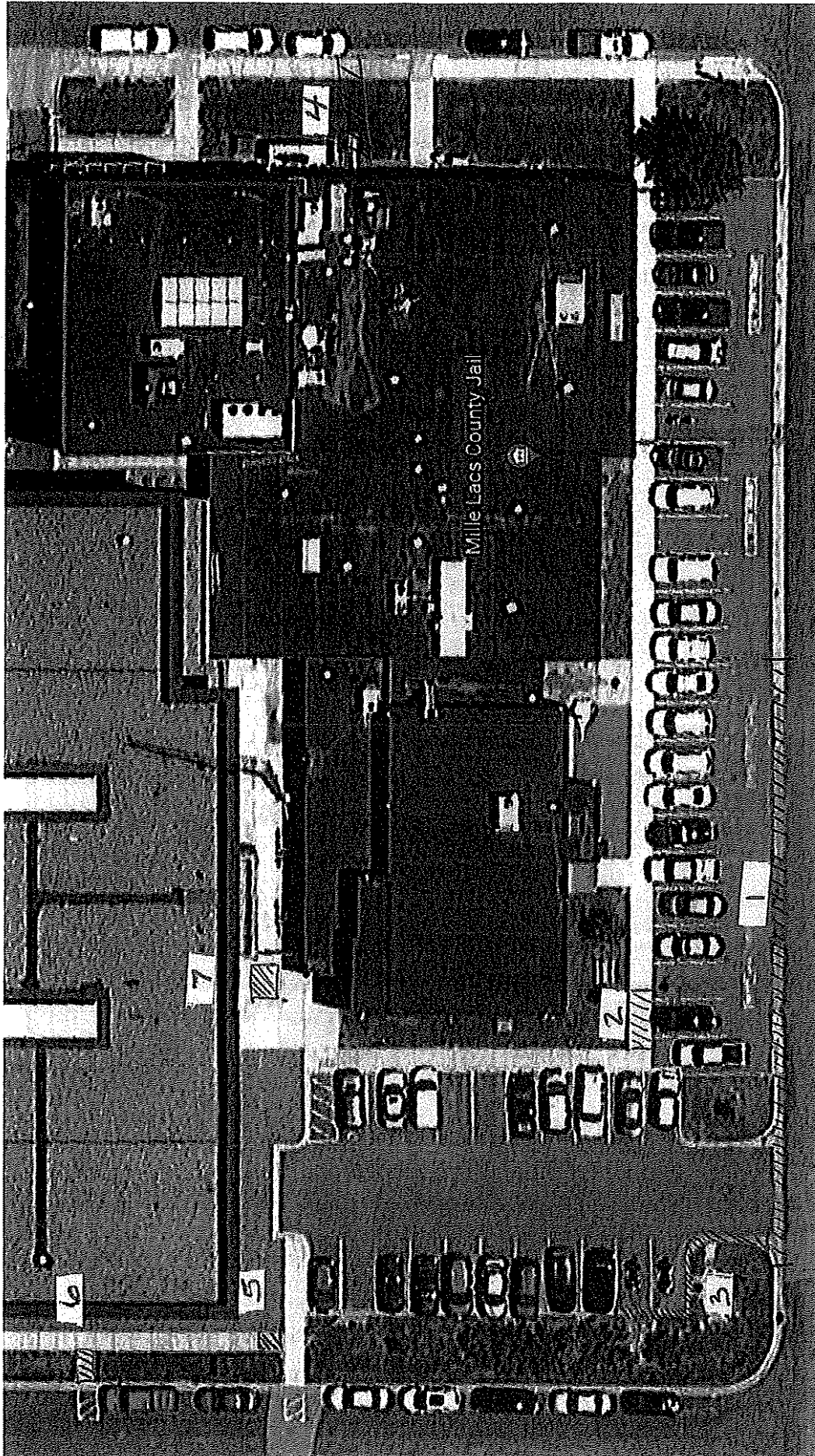
Primary Contact Email

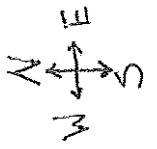
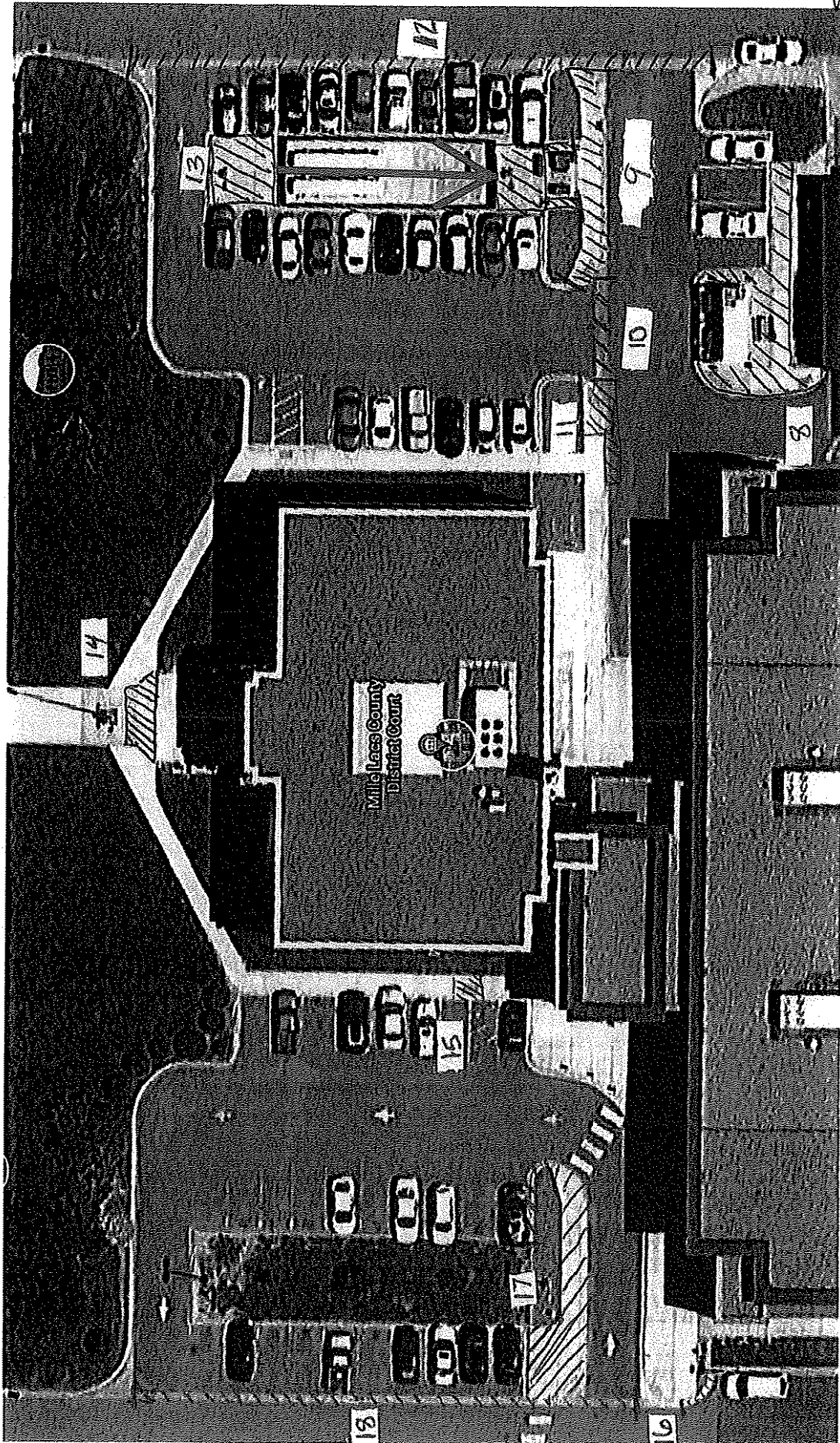
noelan.lange@millelacs.mn.gov

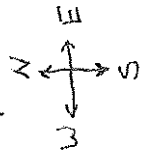
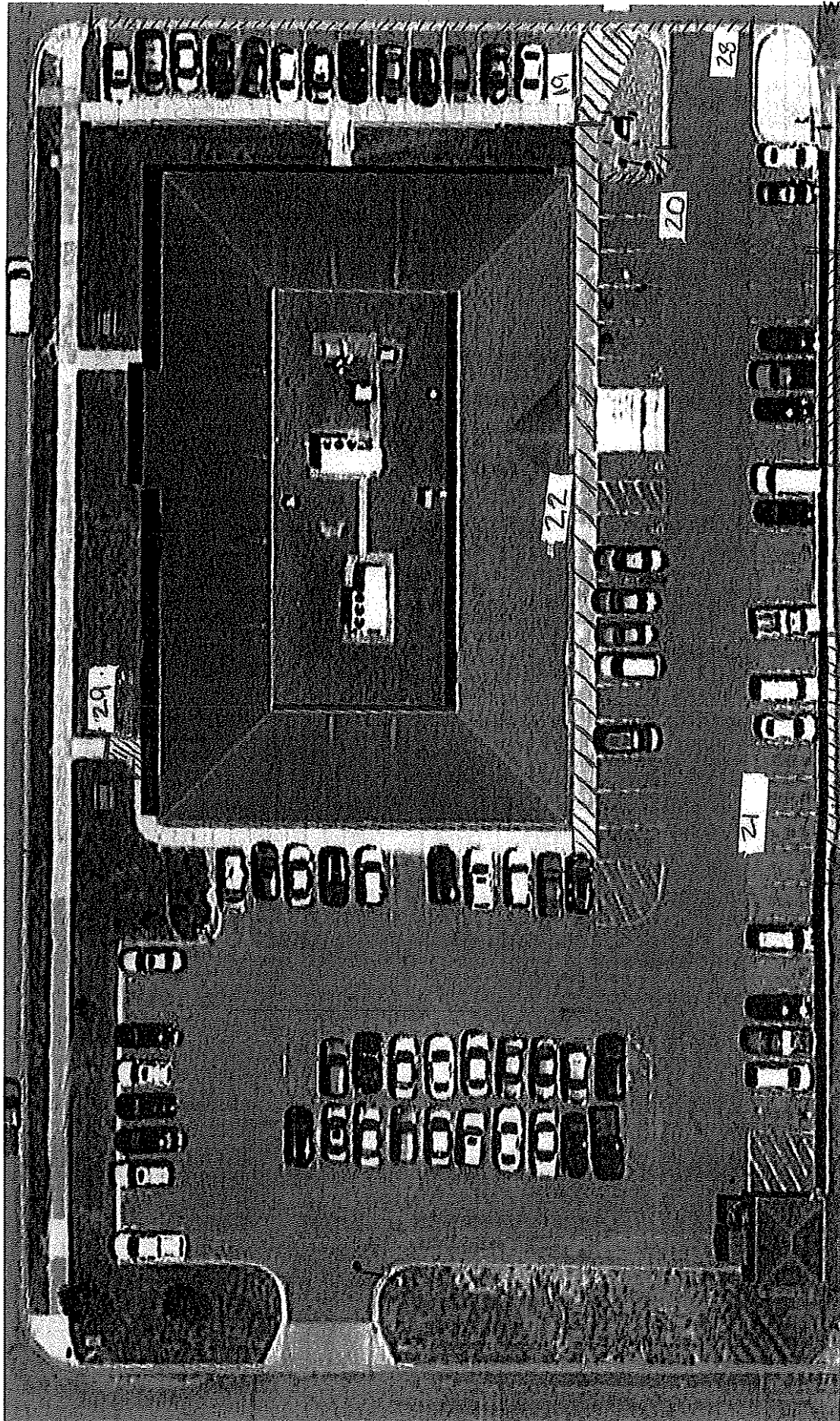
Location

Milaca Campus

Description	Qty	Vendor Numbers	Comments
AREA 10 REMOVALS	1		
3' VALLEY GUTTER	40		
AREA 11 REMOVALS	1		
4" SIDEWALK	160		
B-6-12 PER FT	30		
TRUNCATED DOMES	1		
AREA 17 REMOVALS	1		
4" SIDEWALK	420		
B-6-12 PER FT	137		
TRUNCATED DOMES	2		
AREA 19 REMOVALS	1		
4" SIDEWALK	280		
B-6-12 PER FT	35		
TRUNCATED DOMES	1		
AREA 20 REMOVALS	1		
B-6-12 PER FT	25		









**NORTH
COUNTRY
CONCRETE
INC.**

23035 Ulysses Street NE
East Bethel, MN 55005

Phone: 763-576-8602

Fax: 763-576-8636

plans@northcountryconcrete.com

www.northcountryconcrete.com

PROPOSAL

WS 8.b

DATE	PROPOSAL #
6/3/2021	44853
LET DATE	SCHEDULE
6/3/2021	2021
ESTIMATOR	
JAKE JUEDES	
JOB TYPE	
MNT	

Project Name and Address:

MILACA MISCELLANEOUS CONCRETE REPLACEMENT - OPTION 1
635 2ND ST SE
MILACA, MN 56353

#	Item	Description	QTY	Unit	Unit Cost	Total
		BID PER GIVEN QUANTITIES FOR WORK IN 2021 USING 3F CONCRETE MIX DESIGN. ADDENDUM NOTED - NONE. BID IS FOR CONCRETE AND CONCRETE PLACEMENT ONLY FOR THE FOLLOWING ITEMS:				
		OPTION 1				
		REMOVE, HAUL OFF, AND DISPOSE OF ALL WORK AREAS INSTALL TRENCH DRAINS GRADE & REPOUR SIDEWALK, CURB, AND VALLEY GUTTER PATCH BITUMINOUS AGAINST CURB AND VALLEY GUTTERS	1	LS	\$ 255,215.00	\$ 255,215.00
		TRAFFIC CONTROL SIGNAGE (ALLOWANCE)	1	LS	\$ 5,000.00	\$ 5,000.00
		PRICE INCLUDES MOBILIZATION(S) TO COMPLETE THE WORK				
	EXCLUSIONS	PERMITS, TESTING/TESTING EQUIPMENT, TRAFFIC CONTROL, STOOPS, FOUNDATIONS, ELEC/MECH PADS, JOINT SEALING/CAULKING, SITE AMENITIES, BOLLARDS, SIGN POSTS/FOOTINGS, COLORED/STAMPED CONCRETE, NIGHT/WEEKEND WORK, PRIVATE LOCATES, SURVEY/LAYOUT/STAKING, WINTER CONDITIONS, GROUND THAW/INSULATION BLANKETS, EMBEDS SUPPLIED BY OTHERS				
	CONCRETE	**CONCRETE AND CONCRETE PLACEMENT ONLY				
	GRADE	GRADE +/- .1 FT				
	CB ADJUST	FINAL ADJUST ONLY. RINGS AND CASTINGS TO BE SUPPLIED BY GENERAL C.B. ADJUSTMENT INCLUDED UP TO THREE RINGS. (ADDITIONAL RINGS INSTALLED AT \$25.00 EACH)				
	SCHEDULE	NCCI REQUIRES A MINIMUM OF THREE BUSINESS DAYS PRIOR TO COMMENCEMENT OF WORK IN ORDER TO SCHEDULE GOPHER STATE ONE CALL FOR LOCATES				
	PROJ NOTE	**PROJECT NOTE: PROPOSAL DOES NOT INCLUDE WINTER PROTECTION COSTS. NCCI CANNOT WARRANT CONCRETE PLACED AFTER NOVEMBER 1ST DUE TO HIGH CHANCE OF POLY/BLANKET MARKS, SURFACE FREEZING, DISCOLORATION AND DAMAGE CAUSED BY DE-ICING CHEMICALS.**				
TOTAL						\$ 260,215.00

* Bond Available upon request with a 1.0% charge over proposal.

* Proposal honored for 30 days

* Any alteration or deviations from above quantity quotations will be executed only upon written orders and will become an extra charge on the above proposal.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are hereby accepted. We agree to give North Country Concrete, Inc. at least (7) days notice prior to commencing work.

Pursuant to this proposal the buyer is agreeing to be liable for payment for the work performed and all cost of collection, including all attorneys' fees, plus interest. Interest will accrue on the invoices starting 60 days of the invoice date, and will be accrued at the rate of 1.5% per month (18% APR).

* NO TESTING

* NO CONCRETE PUMPING

* NO WINTER CONDITIONS

* NO SURVEYOR'S LAYOUT

* NO SAND OR AGGREGATE BASE

* NO JOINT SEALING OR SAWING

* NO PERMITS INCLUDED IN PROPOSAL

* UNLESS OTHERWISE NOTED IN PROPOSAL

SIGN AND RETURN IF PROPOSAL IS ACCEPTED

SIGNATURE



**NORTH
COUNTRY
CONCRETE
INC.**

23035 Ulysses Street NE
East Bethel, MN 55005

Phone: 763-576-8602

Fax: 763-576-8636

plans@northcountryconcrete.com

www.northcountryconcrete.com

PROPOSAL
WS 8.b

DATE	PROPOSAL #
6/3/2021	44854
LET DATE	SCHEDULE
6/3/2021	2021
ESTIMATOR	
JAKE JUEDES	
JOB TYPE	
MNT	

Project Name and Address:

MILACA MISCELLANEOUS CONCRETE REPLACEMENT - OPTION 2
635 2ND ST SE
MILACA, MN 56353

#	Item	Description	QTY	Unit	Unit Cost	Total
		BID PER GIVEN QUANTITIES FOR WORK IN 2021 USING 3F CONCRETE MIX DESIGN. ADDENDUM NOTED - NONE. BID IS FOR CONCRETE AND CONCRETE PLACEMENT ONLY FOR THE FOLLOWING ITEMS:				
		OPTION 2				
		REMOVE, HAUL OFF, AND DISPOSE OF ALL WORK AREAS INSTALL TRENCH DRAIN GRADE & REPOUR SIDEWALK, CURB, AND VALLEY GUTTER PATCH BITUMINOUS AGAINST CURB AND VALLEY GUTTERS	1	LS	\$ 202,365.00	\$ 202,365.00
		TRAFFIC CONTROL SIGNAGE (ALLOWANCE)	1	LS	\$ 5,000.00	\$ 5,000.00
		PRICE INCLUDES MOBILIZATION(S) TO COMPLETE THE WORK				
	EXCLUSIONS	PERMITS, TESTING/TESTING EQUIPMENT, TRAFFIC CONTROL, STOOPS, FOUNDATIONS, ELEC/MECH PADS, JOINT SEALING/CAULKING, SITE AMENITIES, BOLLARDS, SIGN POSTS/FOOTINGS, COLORED/STAMPED CONCRETE, NIGHT/WEEKEND WORK, PRIVATE LOCATES, SURVEY/LAYOUT/STAKING, WINTER CONDITIONS, GROUND THAW/INSULATION BLANKETS, EMBEDS SUPPLIED BY OTHERS				
	CONCRETE	**CONCRETE AND CONCRETE PLACEMENT ONLY				
	GRADE	GRADE +/- .1 FT				
	CB ADJUST	FINAL ADJUST ONLY. RINGS AND CASTINGS TO BE SUPPLIED BY GENERAL C.B. ADJUSTMENT INCLUDED UP TO THREE RINGS. (ADDITIONAL RINGS INSTALLED AT \$25.00 EACH)				
	SCHEDULE	NCCI REQUIRES A MINIMUM OF THREE BUSINESS DAYS PRIOR TO COMMENCEMENT OF WORK IN ORDER TO SCHEDULE GOPHER STATE ONE CALL FOR LOCATES				
	PROJ NOTE	**PROJECT NOTE: PROPOSAL DOES NOT INCLUDE WINTER PROTECTION COSTS. NCCI CANNOT WARRANT CONCRETE PLACED AFTER NOVEMBER 1ST DUE TO HIGH CHANCE OF POLY/BLANKET MARKS, SURFACE FREEZING, DISCOLORATION AND DAMAGE CAUSED BY DE-ICING CHEMICALS.**				
TOTAL						\$ 207,365.00

* Bond Available upon request with a 1.0% charge over proposal.

* Proposal honored for 30 days

* Any alteration or deviations from above quantity quotations will be executed only upon written orders and will become an extra charge on the above proposal.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are hereby accepted. We agree to give North Country Concrete, Inc. at least (7) days notice prior to commencing work.

Pursuant to this proposal the buyer is agreeing to be liable for payment for the work performed and all cost of collection, including all attorneys' fees, plus interest. Interest will accrue on the invoices starting 60 days of the invoice date, and will be accrued at the rate of 1.5% per month (18% APR).

* NO TESTING

* NO CONCRETE PUMPING

* NO WINTER CONDITIONS

* NO SURVEYOR'S LAYOUT

* NO SAND OR AGGREGATE BASE

* NO JOINT SEALING OR SAWING

* NO PERMITS INCLUDED IN PROPOSAL

* UNLESS OTHERWISE NOTED IN PROPOSAL

SIGN AND RETURN IF PROPOSAL IS ACCEPTED

SIGNATURE



**NORTH
COUNTRY
CONCRETE
INC.**

23035 Ulysses Street NE
East Bethel, MN 55005

Phone: 763-576-8602

Fax: 763-576-8636

plans@northcountryconcrete.com

www.northcountryconcrete.com

PROPOSAL

DATE	PROPOSAL #
6/3/2021	44855
LET DATE	SCHEDULE
6/3/2021	2021
ESTIMATOR	
JAKE JUEDES	
JOB TYPE	
MNT	

Project Name and Address:

MILACA MISCELLANEOUS CONCRETE REPLACEMENT - OPTION 3
635 2ND ST SE
MILACA, MN 56353

#	Item	Description	QTY	Unit	Unit Cost	Total
		BID PER GIVEN QUANTITIES FOR WORK IN 2021 USING 3F CONCRETE MIX DESIGN. ADDENDUM NOTED - NONE. BID IS FOR CONCRETE AND CONCRETE PLACEMENT ONLY FOR THE FOLLOWING ITEMS:				
		OPTION 3				
		REMOVE, HAUL OFF, AND DISPOSE OF WORK AREAS GRADE & REPOUR SIDEWALK, CURB, AND VALLEY GUTTER PATCH BITUMINOUS AGAINST CURB AND VALLEY GUTTERS	1	LS	\$ 83,990.00	\$ 83,990.00
		TRAFFIC CONTROL SIGNAGE (ALLOWANCE)	1	LS	\$ 5,000.00	\$ 5,000.00
		PRICE INCLUDES MOBILIZATION(S) TO COMPLETE THE WORK				
	EXCLUSIONS	PERMITS, TESTING/TESTING EQUIPMENT, TRAFFIC CONTROL, STOOPS, FOUNDATIONS, ELEC/MECH PADS, JOINT SEALING/CAULKING, SITE AMENITIES, BOLLARDS, SIGN POSTS/FOOTINGS, COLORED/STAMPED CONCRETE, NIGHT/WEEKEND WORK, PRIVATE LOCATES, SURVEY/LAYOUT/STAKING, WINTER CONDITIONS, GROUND THAW/INSULATION BLANKETS, EMBEDS SUPPLIED BY OTHERS				
	CONCRETE	**CONCRETE AND CONCRETE PLACEMENT ONLY				
	GRADE	GRADE +/- .1 FT				
	CB ADJUST	FINAL ADJUST ONLY. RINGS AND CASTINGS TO BE SUPPLIED BY GENERAL C.B. ADJUSTMENT INCLUDED UP TO THREE RINGS. (ADDITIONAL RINGS INSTALLED AT \$25.00 EACH)				
	SCHEDULE	NCCI REQUIRES A MINIMUM OF THREE BUSINESS DAYS PRIOR TO COMMENCEMENT OF WORK IN ORDER TO SCHEDULE GOPHER STATE ONE CALL FOR LOCATES				
	PROJ NOTE	**PROJECT NOTE: PROPOSAL DOES NOT INCLUDE WINTER PROTECTION COSTS. NCCI CANNOT WARRANT CONCRETE PLACED AFTER NOVEMBER 1ST DUE TO HIGH CHANCE OF POLY/BLANKET MARKS, SURFACE FREEZING, DISCOLORATION AND DAMAGE CAUSED BY DE-ICING CHEMICALS.**				
TOTAL						\$ 88,990.00

* Bond Available upon request with a 1.0% charge over proposal.

* Proposal honored for 30 days

* Any alteration or deviations from above quantity quotations will be executed only upon written orders and will become an extra charge on the above proposal.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are hereby accepted. We agree to give North Country Concrete, Inc. at least (7) days notice prior to commencing work.

Pursuant to this proposal the buyer is agreeing to be liable for payment for the work performed and all cost of collection, including all attorneys' fees, plus interest. Interest will accrue on the invoices starting 60 days of the invoice date, and will be accrued at the rate of 1.5% per month (18% APR).

* NO TESTING

* NO CONCRETE PUMPING

* NO WINTER CONDITIONS

* NO SURVEYOR'S LAYOUT

* NO SAND OR AGGREGATE BASE

* NO JOINT SEALING OR SAWING

* NO PERMITS INCLUDED IN PROPOSAL

* UNLESS OTHERWISE NOTED IN PROPOSAL

SIGN AND RETURN IF PROPOSAL IS ACCEPTED

SIGNATURE

Date

5/21/2021

Name / Address

Mille Lacs County
635 2nd St. SE
Milaca MN 56353

Project

Curb, Gutter, Sidewalk, Pedestrian Ramps, and Misc.

Primary Contact Phone

Office: 320-983-8320
Cell: 320-630-6175

Primary Contact Email

noelan.lange@millelacs.mn.gov

Location

Milaca Campus

Description	Qty	Vendor Numbers	Comments
AREA 18 REMOVALS	1		
2' VALLEY GUTTER	171		
B-6-12 PER FT WITH TRANSITION	12		
AREA 19 REMOVALS	1		
4" SIDEWALK	280		
B-6-12 PER FT	35		
TRUNCATED DOMES	1		
AREA 20 REMOVALS	1		
B-6-12 PER FT	25		
AREA 21 REMOVALS	1		
B-6-12 PER FT	130		
AREA 22 REMOVALS	1		
4" SIDEWALK 5 FT WIDE	935		
B-6-12 PER FT	187		
TRUNCATED DOMES	1		
AREA 28 REMOVALS	1		
2' VALLEY GUTTER	171		
AREA 29 REMOVALS	1		
4" SIDEWALK DOWEL TO STOOP	145		
Project Lump Sum		\$ 168,938.00	

VSI Construction
Danielle Kuechle



Date

5/21/2021

Name / Address

Mille Laes County
635 2nd St. SE
Milaca MN 56353

Project

Curb, Gutter, Sidewalk, Pedestrian Ramps, and Misc.

Primary Contact Phone

Office: 320-983-8320
Cell: 320-630-6175

Primary Contact Email

noelan.lange@millelaes.mn.gov

Location

Milaca Campus

Description	Qty	Vendor Numbers	Comments
AREA 19 REMOVALS	1		
4" SIDEWALK	280		
B-6-12 PER FT	35		
TRUNCATED DOMES	1		
AREA 20 REMOVALS B-6-12	1		
PER FT	25		
AREA 28 REMOVALS 2'	1		
VALLEY GUTTER	171		
AREA 29 REMOVALS 4"	1		
SIDEWALK DOWEL TO STOOP	145		
Project Lump Sum		\$ 131,520.40	

VSI Construction
Danielle Kuechle



Date

5/21/2021

Name / Address

Mille Lacs County
635 2nd St. SE
Milaca MN 56353

Project

Curb, Gutter, Sidewalk, Pedestrian Ramps, and Misc.

Primary Contact Phone

Office: 320-983-8320
Cell: 320-630-6175

Primary Contact Email

noelan.lange@millelacs.mn.gov

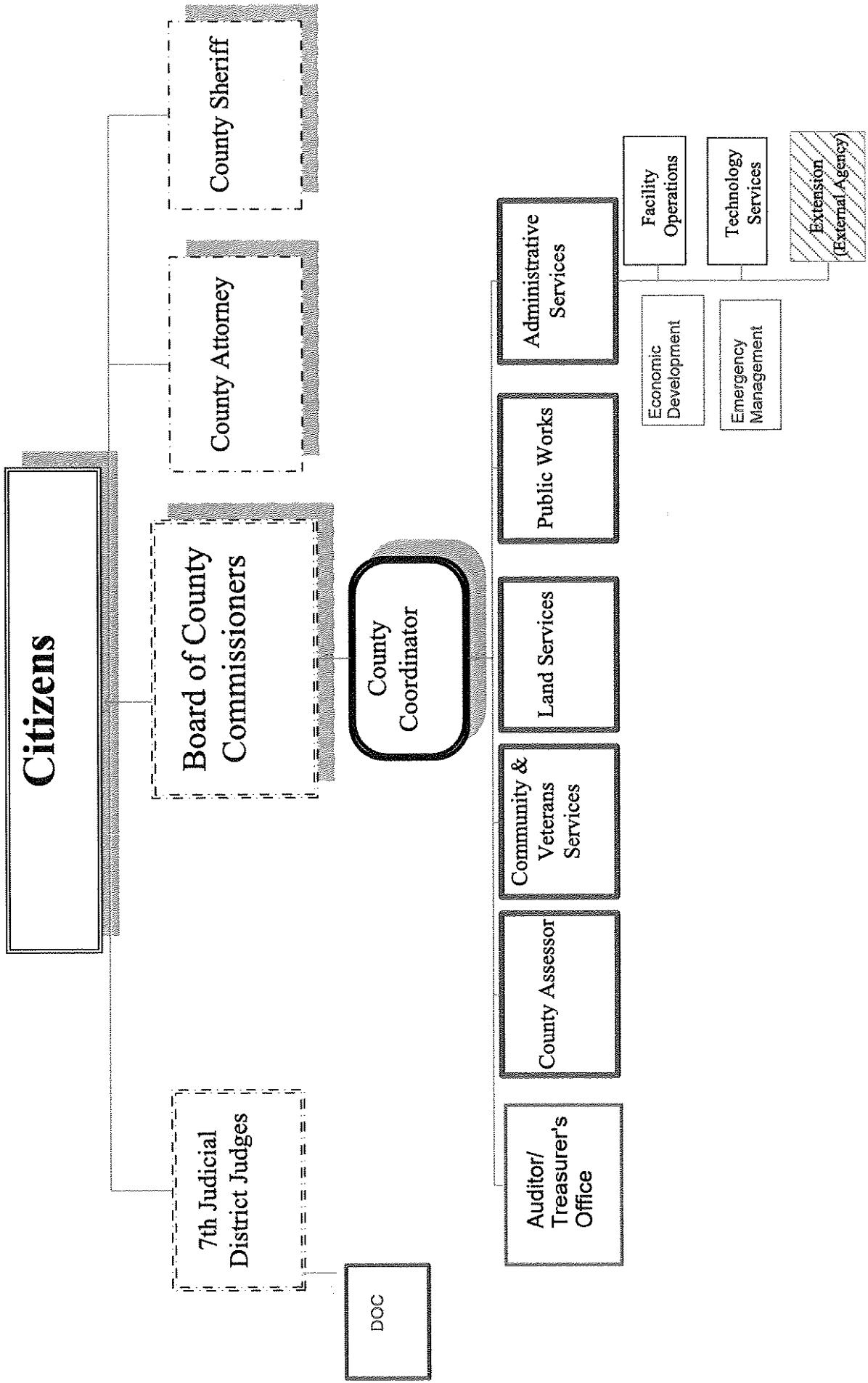
Location

Milaca Campus

Description	Qty	Vendor Numbers	Comments
AREA 10 REMOVALS	1		
3' VALLEY GUTTER	40		
AREA 11 REMOVALS	1		
4" SIDEWALK	160		
B-6-12 PER FT	30		
TRUNCATED DOMES	1		
AREA 17 REMOVALS	1		
4" SIDEWALK	420		
B-6-12 PER FT	137		
TRUNCATED DOMES	2		
AREA 19 REMOVALS	1		
4" SIDEWALK	280		
B-6-12 PER FT	35		
TRUNCATED DOMES	1		
AREA 20 REMOVALS	1		
B-6-12 PER FT	25		
Project Lump Sum		\$ 65,857.00	

VSI Construction
Danielle Kuechle





Frequently Asked Questions



Association of
Minnesota Counties

WS 9.b

Wheelage Tax

What is a Wheelage Tax?

A wheelage tax is a tax added to a vehicle registration fee (license plate tabs) that is paid to the county to provide funding for local transportation projects. *Minn. Statute 163.051, COUNTY WHEELAGE TAX provides the specifics of the law.*

How Do Counties Enact the Wheelage Tax?

- County boards may levy a wheelage tax by resolution.
- Once enacted, the county board may choose to collect the tax directly or have the state collect the tax on their behalf as part of the tab renewal process (all of the counties that currently have a wheelage tax have chosen to have the state do collection).
- **Counties that intend to enact the tax and have the state do collection beginning on January 1, 2018, must notify the state of their intent by August 1, 2017.** Contact Dawn Olson, Director of DPS's Driver and Vehicle Services Division at dawn.olson@state.mn.us or 651-201-7580.
- Counties that have previously implemented a wheelage tax do not need to take any action if they plan to keep their wheelage tax rate the same.
- If a county does not choose to implement a wheelage tax for next year, they still have the option to do so in future years by letting the state know by August 1 of any year for enactment the following year.

How Can Counties Use the Wheelage Tax Funds?

- Taxes may be used for "highway purposes" within the meaning outlined in Article 14 of the Minnesota Constitution.
- Funds must be deposited in the county's Road and Bridge fund. There is no requirement for an off-set of county road and bridge or general levies for the wheelage tax, nor does the wheelage tax affect the CSAH distribution formula.

How Will the Wheelage Tax Funds Be Collected and Distributed?

- Taxes collected by the state will be paid to counties monthly.
- Taxes will be sent to the county where the vehicle is kept, regardless of whether the tabs are renewed in a different county or online.
- The state is entitled to recover administrative costs for collection. These are taken out of the collections by the state prior to payment so there is no additional transaction between the state and the county. Cost of collection has been between .5% and .7% (or 5-7 cents of every \$10), though that is based on just five counties and a \$5 wheelage tax. AMC has contacted the state to learn if all counties can assume similar levels of administrative costs and we will share that information when available.

How Will the Wheelage Tax Revenue Be Calculated?

- Beginning on January 1, 2018, the cap will be raised to \$20 per year and counties will have the flexibility to set the amount of the tax, in whole dollar increments, anywhere up to the cap.
- Vehicles are taxed in the county that corresponds to the address on the tab statement. If the vehicle is kept outside the county (i.e. at the owner's cabin), the owners can indicate change in the location where the vehicle is kept at the time of tab renewal.
- Several categories of vehicle are not subject to the wheelage tax, including: motorcycles and mopeds, trailers and semitrailers, vehicles not subject to annual registration (i.e. collector vehicles), tax exempt, and state owned vehicles.

Local Option Sales Tax

	January	February	March	April	May	June	July	August	September	October	November	December	Total Receipts	Admin Costs	Debt Service	Total Revenue
2017	\$ -	\$ 66,354.26	\$ 67,983.86	\$ 79,963.90	\$ 75,706.15	\$ 96,960.56	\$ 92,136.41	\$ 120,491.88	\$ 101,387.81	\$ 101,236.51	\$ 85,092.52	\$ 81,784.39	\$ 969,098.25	\$ 36,072.05	\$ -	\$ 933,026.20
2018	\$ 91,882.57	\$ 85,551.16	\$ 71,434.76	\$ 83,418.84	\$ 78,623.02	\$ 107,544.97	\$ 102,627.12	\$ 128,685.71	\$ 108,305.86	\$ 113,676.54	\$ 102,256.64	\$ 94,611.18	\$ 1,168,618.37	\$ 23,405.96	\$ -	\$ 1,145,212.41
2019	\$ 106,812.25	\$ 100,083.61	\$ 87,721.63	\$ 108,633.33	\$ 103,091.52	\$ 130,518.90	\$ 127,042.07	\$ 158,581.73	\$ 133,362.49	\$ 135,996.00	\$ 123,567.71	\$ 110,725.76	\$ 1,426,137.00	\$ 25,938.20	\$ -	\$ 1,400,178.80
2020	\$ 131,310.37	\$ 110,648.14	\$ 101,379.21	\$ 108,603.37	\$ 113,867.17	\$ 152,184.48	\$ 135,115.48	\$ 173,989.81	\$ 148,864.12	\$ 150,845.08	\$ 137,262.89	\$ 112,000.00	\$ 1,576,070.12	\$ 25,833.16	\$ 733,814.25	\$ 816,432.71
2021	\$ 145,924.85	\$ 126,185.76	\$ 137,895.56	\$ 147,534.29	\$ 124,000.00								\$ 681,540.46		\$ 1,161,603.00	\$ (480,062.54)
2022													\$ -			\$ -
2023													\$ -			\$ -
2024													\$ -			\$ -
2025													\$ -			\$ -
2026													\$ -			\$ -
2027													\$ -			\$ -
Total													\$ 5,821,464.20	\$ 111,259.37	\$ 1,895,417.25	\$ 3,814,787.58

Lost Summary

