

ADJOURNED MEETING OF THE COUNTY BOARD OF COMMISSIONERS March 12, 2019 – BOARD AGENDA

Aitkin Public Library

- 9:00 1) Anne Marcotte, County Board Chair
- A) Call to Order
 - B) Pledge of Allegiance
 - C) Board of Commissioners Meeting Procedure
 - D) Approval of Agenda
 - E) **Citizens' Public Comment** – Comments from visitors must be informational in nature and not exceed (5) minutes per person. The County Board generally will not engage in a discussion or debate in those five minutes but will take the information and find answers if that is appropriate. As part of the County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a public Board meeting.
- 2) **Consent Agenda** – All items on the Consent Agenda are considered to be routine and have been made available to the County Board at least two days prior to the meeting; the items will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from this Agenda and considered under separate motion.
- A) Correspondence File February 26, 2019 to March 11, 2019
 - B) Approve February 26, 2019 County Board Minutes
 - C) Approve Electronic Funds Transfers
 - D) Approve County Board of Appeal and Equalization Date and Location
 - E) Approve Purchase of Vehicle – Environmental Services Dept.
 - F) Adopt Resolution: Unorganized Township Special Legislation
 - G) Approve Affidavit for Duplicate of Lost Municipal Order or Warrant:
Warrant #49960 dated July 26, 2018 to Hardrives, Inc. for \$72.49
 - H) Approve Commissioner Warrants (1)
 - I) Approve Commissioner Warrants (2)
 - J) Approve Auditor Warrants – Contegrity
 - K) Approve Auditor Warrants – Gas Tax
 - L) Approve February Manual Warrants
- 9:02 3) Lori Grams, Treasurer
- A) 2018 4th Quarter Investment Report
- 9:12 4) Ross Wagner, Economic Development & Forest Industry Coordinator
- A) Approve/Deny Corridor Access Permit
 - B) Mille Lacs East ATV Trail Update
 - 1. Adopt Resolution: Acceptance of Mille Lacs East ATV Trail Bonding
- 9:35 5) Rich Courtemanche, Land Commissioner
- A) Approve Timber Permits, Markets, and Extensions
- 9:55 6) Jessica Seibert, County Administrator
- A) Approve Personnel Committee Recommendation
 - 1. Facilities Coordinator Position

10:05 7) Committee Updates

10:35 Break

**10:45 8) Jessica Seibert, County Administrator
A) Closed Session Under MN Statute 13D.05 Subd. 3 (a) Performance
Evaluation of County Administrator**

11:45 Adjourn

AITKIN COUNTY BOARD

2B
March 12, 2019

<p>The Aitkin County Board of Commissioners met this 12th day of March, 2019 at 9:01 a.m., at the Aitkin Public Library, with the following members present: Board Chair Anne Marcotte, Commissioners J. Mark Wedel, Laurie Westerlund, Don Niemi, Bill Pratt, County Administrator Jessica Seibert and Administrative Assistant Sue Bingham.</p>	<p>CALL TO ORDER</p>
<p>Motion by Commissioner Niemi, seconded by Commissioner Pratt and carried, all members voting yes to approve the March 12, 2019 amended agenda. Agenda Item 5B – Land Department Recognition, was added.</p>	<p>APPROVED AGENDA</p>
<p>Motion by Commissioner Wedel, seconded by Commissioner Westerlund and carried, all members voting yes to approve the Consent Agenda as follows: A) Correspondence File: February 26, 2019 to March 11, 2019; B) Approve County Board Minutes: February 26, 2019; C) Approve Electronic Funds Transfers: \$669,423.59; D) Approve County Board of Appeal and Equalization Date and Location; E) Approve Purchase of Vehicle – Environmental Services; F) Adopt Resolution: Unorganized Township Special Legislation; G) Approve Affidavit for Duplicate of Lost Municipal Order or Warrant: Warrant #49960 dated July 26, 2018 to Hardrives, Inc. for \$72.49; H) Approve Commissioner Warrants (1): General Fund \$47,986.66, Road & Bridge \$35,897.88, Health & Human Services \$11,194.33, Trust \$6,158.34, Capital Project \$2,529.66, Long Lake Conservation Center \$7,454.92, Parks \$1,068.62 for a total of \$112,290.41; I) Approve Commissioner Warrants (2): General Fund \$33,816.82; J) Approve Auditor Warrants – Contegrity: Capital Project \$445,373.84; K) Approve Auditor Warrants – Gas Tax: Road & Bridge \$437,020.26; L) Approve February Manual Warrants: General Fund \$27,151.73, Road & Bridge \$384.96, Health & Human Services \$3,019.41, Statae \$32,498.14, Trust \$173.20, Agency \$132,785.00, Long Lake Conservation Center \$1,179.39, Parks \$974.11 for a total of \$198,165.94</p>	<p>CONSENT AGENDA</p>
<p>Under the consent agenda, motion by Commissioner Wedel, seconded by Commissioner Westerlund and carried, all members voting yes to hold the County Board of Appeal and Equalization (BAE) meeting on June 25, 2019 at 4:00 p.m. at the Aitkin City Hall.</p>	<p>BAE MEETING SCHEDULED</p>
<p>Under the consent agenda, motion by Commissioner Wedel, seconded by Commissioner Westerlund and carried, all members voting yes to approve Environmental Service's budgeted purchase of 2017 Ford Escape SE AWD from Aitkin Motors for \$16,800.00, plus taxes and fees.</p>	<p>VEHICLE PURCHASE – ENVIRONMENTAL SERVICES</p>
<p>Under the consent agenda, motion for a resolution by Commissioner Wedel, seconded by Commissioner Westerlund and carried, all members voting yes to adopt resolution – Unorganized Township Special Legislation:</p>	
<p>WHEREAS, Aitkin County contains thirteen unorganized townships for which separate unorganized township road and bridge funds are maintained in accordance with M.S. 163.06, and</p>	
<p>WHEREAS, Aitkin County has requested statutory authority to create and maintain a single unorganized township road and bridge fund from which the road and bridge expenditures of all unorganized townships in Aitkin County will be made, and</p>	<p>RESOLUTION 20190312-018 UNORGANIZED TOWNSHIP SPECIAL LEGISLATION</p>

WHEREAS, maintaining a single unorganized township road and bridge fund will greatly enhance the ability of Aitkin County to maintain unorganized township roads and bridges as well as provide a reduction in administrative costs associated with maintaining thirteen separate accounts, and

WHEREAS, HF 1739 has been introduced during the current legislative session for this purpose.

NOW THEREFORE BE IT RESOLVED, that the Aitkin County Board of Commissioners agrees to enact the authority granted by HF 1739 upon legislative approval of this bill.

Lori Grams, Treasurer reviewed the 2018 Fourth Quarter Investment Report with the Board.

Ross Wagner, Economic Development & Forest Industry Coordinator discussed a request from Kimberly Township to designate a portion of County Road 53 as a corridor access route for ATV use. Motion by Commissioner Westerlund, seconded by Commissioner Wedel and carried, all members voting to remand this request to the ATV Committee.

Motion for a resolution by Commissioner Westerlund, seconded by Commissioner Pratt and carried, all members voting yes to adopt resolution – Acceptance of Mille Lacs East ATV Trail Bonding:

WHEREAS, Aitkin County has been awarded 2018 Funds in the amount of \$1,500,000, from the 2018 bonding bill by the State of Minnesota to predesign, design, acquisition, and development of a trail to connect the Northwood’s ATV trail system with the Mille Lacs-Malmo East Loop trail system. The appropriation is not available until the commissioner of management and budget determines that \$150,000 has been committed to the project from nonstate sources.

BE IT RESOLVED that Aitkin County act as legal sponsor for the project Aitkin County - Northwood’s ATV Trail and that Ross Wagner, Economic Development & Forest Industry Coordinator is hereby authorized to be the project contact to the Department of Natural Resources for funding of this project on behalf of Aitkin County.

BE IT FURTHER RESOLVED that Aitkin County has the legal authority to receive financial assistance, and financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that Aitkin County has not incurred any acquisition or development costs described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that Aitkin County has or will acquire fee title or permanent easement over the land described in the site plan included in the project proposal and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the

**2018 4TH QTR
INVESTMENT
REPORT**

**CORRIDOR
ACCESS PERMIT
APPLICATION**

**RESOLUTION
20190312-019
ACCEPTANCE OF
MILLE LACS
EAST ATV TRAIL
BONDING**

<p>applicable municipal or governmental authorities having jurisdiction there over.</p> <p>BE IT FURTHER RESOLVED that Aitkin County has read the Conflict of Interest Policy and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.</p> <p>BE IT FURTHER RESOLVED that, upon approval of its project proposal by the state, Aitkin County may enter into an agreement with the State of Minnesota for the above-referenced project, and that Aitkin County certifies that it will comply with all applicable laws, environmental requirements, regulations, terms and conditions as stated in the grant agreement.</p> <p>NOW, THEREFORE BE IT RESOLVED that the Aitkin County Administrator is hereby authorized to execute such agreements as are necessary to implement the project on behalf of Aitkin County.</p> <p>Motion by Commissioner Wedel, seconded by Commissioner Pratt and carried, all members voting yes to approve Aitkin County Land Department policy changes for timber sales, permits, and extensions as presented.</p> <p>Motion by Commissioner Pratt, seconded by Commissioner Niemi and carried, all members voting yes to approve Futurewood Corporation’s 2nd extension request for the following sales:</p> <ul style="list-style-type: none"> • 13512 • 13549 • 13668 <p>The Board recognized the Aitkin County Land Department for being honored with the prestigious 2018 Conservation Award by the Minnesota Chapter of The Wildlife Society.</p> <p>Motion by Commissioner Wedel, seconded by Commissioner Niemi and carried, all members voting yes to approve creating a full-time Facilities Coordinator position as presented, and authorization to hire the position, as recommended by the Personnel Committee.</p> <p>The Board discussed: ECRL, NRAC, McGregor Airport, HRA, CARE Finance, Rum River 1W1P, HHS Advisory, Facilities, Personnel, Aitkin Airport, MHB, NE MN ECB and NCLUCB.</p> <p>Break: 10:46 a.m. to 10:53 a.m.</p> <p>Motion by Commissioner Wedel, seconded by Commissioner Pratt and carried, all members voting yes to close the meeting at 10:53 a.m. under MN Statute 13D.05 Subd.3 (b) Performance Evaluation of County Administrator.</p> <p>Motion by Commissioner Wedel, seconded by Commissioner Pratt and carried, all</p>	<p>TIMBER PERMITS, MARKETS, AND EXTENSIONS</p> <p>LAND DEPARTMENT RECOGNITION</p> <p>FACILITIES COORDINATOR POSITION</p> <p>BOARD DISCUSSION</p> <p>BREAK</p> <p>CLOSED MEETING</p> <p>REOPEN</p>
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members voting yes to reopen the meeting at 11:49 a.m.

MEETING

Motion by Commissioner Westerlund seconded by Commissioner Wedel and carried, all members voting yes to adjourn the meeting at 11:50 a.m. until Tuesday, March 26, 2019 at the Aitkin Public Library.

ADJOURN

Anne Marcotte, Board Chair
Aitkin County Board of Commissioners

Jessica Seibert, County Administrator



Aitkin
County

Board of County Commissioners Agenda Request

2C
Agenda Item #

Requested Meeting Date: 3/26/2019

Title of Item: Electronic funds transfers

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Lori Grams		Department: County Treasurer
Presenter (Name and Title): N/A		Estimated Time Needed:
Summary of Issue: Electronic funds transfers thru 3/18/19		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.

ELECTRONIC FUNDS TRANSFERS

Thru March 18, 2019

Date	Amount	Reason
3/5/2019	\$319,726.61	Auditor Warrants
3/6/2019	\$1,568.10	Manual Abstract
3/8/2019	\$4,673.83	Commissioner Warrants
3/8/2019	\$24,442.54	Commissioner Warrants
3/8/2019	\$507.06	Commissioner Warrants
3/8/2019	\$1,322.34	Auditor Warrants
3/12/2019	\$1,682.20	Auditor Warrants
3/12/2019	\$10,903.70	Manual Abstract
3/13/2019	\$99.25	Manual Abstract
3/14/2019	\$21,566.09	Manual Abstract
3/14/2019	\$1,467.17	Auditor Warrants
3/15/2019	\$549,576.16	Payroll Abstract

\$937,535.05



Board of County Commissioners Agenda Request

2D

Agenda Item #

Requested Meeting Date: March 26, 2019

Title of Item: Approve Affidavit for Duplicate of Lost Warrant

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <small>*provide copy of hearing notice that was published</small>
Submitted by: Julie Hughes		Department: Treasurer
Presenter (Name and Title): N/A		Estimated Time Needed: N/A
Summary of Issue: Approve Affidavit for Duplicate of Lost Municipal Order or Warrant: Richard L Muske payroll warrant number 15671 dated August 3, 2018, in the amount of 271.27 Rainald Romanshyn warrant number 68123 dated August 16, 2016, in the amount of 446.90		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve Affidavit for Duplicate of Lost Municipal Order or Warrant: Richard L Muske payroll warrant number 15671 dated August 3, 2018, in the amount of 271.27 Rainald Romanshyn warrant number 68123 dated August 16, 2016, in the amount of 446.90		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.

Affidavit for Duplicate of Lost Municipal Order or Warrant

STATE OF MINNESOTA,

County of Aitkin

)
) ss. Richard L Muske
)

being duly sworn, on oath says; that (s)he is the owner of a certain payroll warrant,

dated the Third day of August, 2018, numbered 15671,

issued by Aitkin County to Richard L Muske

in the sum of \$ 271.27 has been lost in the manner
("Lost" or "Destroyed")
following, to wit:

*No record of receipt of
the check*

and that (s)he makes this affidavit for the purpose of having a duplicate thereof issued to him (her)
according to law; and to that end herewith files his (her) indemnifying bond, with sureties to be
approved, in the sum equal to double the amount of said payroll warrant

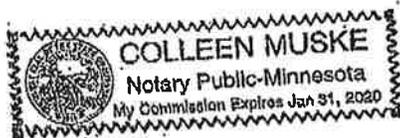
X

Subscribed and sworn to before me this 2th day of March, 2019

[Signature]

Notary Public Ramsey County, Minnesota

My Commission Expires 1/31/20





Board of County Commissioners Agenda Request

2E

Agenda Item #

Requested Meeting Date: March 26, 2019

Title of Item: Application to Make Retail Sales of Cigarette & other Tobacco Prod

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <small><i>*provide copy of hearing notice that was published</i></small>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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Submitted by: Sally M. Huhta	Department: Auditor's
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Presenter (Name and Title): N/A	Estimated Time Needed: N/A
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Summary of Issue:

Application for License to Sell Tobacco Products

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Motion to approve Applications for License to Sell Tobacco Products

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*

Motion by Commissioner x, seconded by Commissioner x and carried, all members voting yes to approve the following **Applications for License to Sell Tobacco Products** for the period **ending March 31, 2020**, *subject to the completion of all paperwork in full*:

- # 01 Bann's Bar & Café, Inc., d/b/a **Banns Bar & Cafe** – Shamrock Township
- # 02 Barnacles Resort of MN Inc., d/b/a **Barnacles** – Wealthwood Township
- # 03 MacDonald Enterprises of Malmo, Inc., d/b/a **Castaway's Resort** – Lakeside Township
- # 04 DG Retail, LLC, d/b/a **Dollar General Store #18887** – City of McGregor
- # 05 ML Gas, Inc., d/b/a **East Lake Convenience Store** – Spalding Township
- # 06 DAM of Aitkin Lakes, Inc., d/b/a **Farm Island Store** – Farm Island Township
- # 07 N5 Corporation, d/b/a **Fisherman's Bay** – Workman Township
- # 08 Grill of Glen Inc., d/b/a **The Glen Store & Grill Inc.** – Malmo Township
- # 09 Harry's Midtown Liquor, L.L.C., d/b/a **Harry's Midtown Liquor** – City of Hill City
- # 10 Holiday Stationstores, Inc. d/b/a **Holiday Stationstores, Inc.** – City of McGregor
- # 11 Rips HLI, Inc., d/b/a **Horseshoe Lake Inn** – Shamrock Township
- # 12 KRIM15, LLC, d/b/a **The Junction** – Hazelton Township
- # 13 MacDonald Ent. of Aitkin, Inc., d/b/a **The Landing** – Aitkin Township
- # 14 Lazy Timber Enterprises, LLC, d/b/a **Malmo Market** – Malmo Township
- # 15 Rasley Oil Co., d/b/a **McGregor Oil** – City of McGregor
- # 16 Big Sandy Golf, Inc., d/b/a **Minnesota National Golf Course** – Workman Township
- # 17 Prairie River Retreat Inc., d/b/a **Prairie River Retreat** – Shamrock Township
- # 18 Klennert Stores, Inc., d/b/a **Roadside Market** – City of Hill City
- # 19 Sather's Gateway, Inc., d/b/a **Sather's Store** – Shamrock Township
- # 20 Klennert Stores, Inc., d/b/a **Sunny's** – City of Hill City
- # 21 TJ's Liquor, Inc., d/b/a **TJ's Liquor** – Malmo Township
- # 22 Mark Kenneth Ukura, d/b/a **Ukura's Big Dollar** – Jevne Township
- # 24 Jacque Saari, d/b/a **Whispering Pines** – Shamrock Township
- # 25 Minnewawa Partners, LLC, d/b/a **Willey's Sport Shop** – Shamrock Township



Aitkin
County

Board of County Commissioners Agenda Request

2F
Agenda Item #

Requested Meeting Date: 03/26/2019

Title of Item: STS Donations

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Sheriff Dan Guida		Department: Sheriff's Office
Presenter (Name and Title): Sheriff Dan Guida		Estimated Time Needed:
Summary of Issue: The Township of Logan has made a generous donation of \$250 to the Aitkin County STS Program. Mille Lac Energy Community Trust has made a generous donation of \$2,500.00 to the Aitkin County STS Program.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Adopt the attached resolutions.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		



Board of County Commissioners Agenda Request

26
Agenda Item #

Requested Meeting Date: 3-26-19

Title of Item: AMC Transportation Funding Resolution

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Hold Public Hearing*

Submitted by: John Welle	Department: Highway Department
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Presenter (Name and Title): NA	Estimated Time Needed: NA
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Summary of Issue:
AMC is asking counties to adopt the attached transportation funding resolution.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Adopt resolution.

Financial Impact:
 Is there a cost associated with this request? Yes No
 What is the total cost, with tax and shipping? \$
 Is this budgeted? Yes No *Please Explain:*

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED March 26, 2019

By Commissioner: xx

20190326-0xx

Transportation Funding

WHEREAS, Minnesota Counties maintain 30,742 miles of County State Aid Highway (CSAH) roads and 14,141 miles of county roads, totaling over 30% of the state's roadways; and

WHEREAS, the total annual need is \$1.084 billion over the next 25 years just to maintain the current CSAH and county road system, not including expansion; and

WHEREAS, the annual funding gap for counties has resulted in deferring basic maintenance, delaying expansion projects with resulting safety concerns, mounting congestion, and missed economic growth for businesses and commuters; and

WHEREAS, a comprehensive and sustainable transportation solution should include robust funding for roads, bridges, and transit, and address the varying needs in different parts of the state; and

WHEREAS, increased funding for Minnesota's Highway User Tax Distribution Fund would provide additional, stable funds for MnDOT, all 87 counties, all cities with a population of 5,000 or more, and townships across the state;

NOW THEREFORE, BE IT RESOLVED that the Aitkin County Board of Commissioners encourages the Minnesota Legislature to pass and the Governor to sign a bill that brings adequate funding to Minnesota's statewide transportation system.

Commissioner xx moved the adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting Yes

STATE OF MINNESOTA}
COUNTY OF AITKIN}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 26th day of March 2019, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 26th day of March 2019

Jessica Seibert
County Administrator



Aitkin
County

Board of County Commissioners Agenda Request

2H
Agenda Item #

Requested Meeting Date: 3-26-19

Title of Item: Enbridge Road Use Agreement

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <small>*provide copy of hearing notice that was published</small>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: John Welle		Department: Highway Department
Presenter (Name and Title): NA		Estimated Time Needed: NA
Summary of Issue: In addition to processing various utility crossing permits, special use permits, and entrance permits for the Enbridge Line 3 project, a Road Use Agreement has been negotiated with Enbridge Energy to outline the use, maintenance, and repair of roads used by the various vehicles that will use county highways during construction of the project. Attached is the proposed agreement with a resolution to authorize this agreement.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Adopt resolution.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED March 26, 2019

By Commissioner: xx

20190326-0xx

Enbridge Road Use Agreement

WHEREAS, Enbridge Energy intends to construct a pipeline through Aitkin County as part of the Line 3 Replacement Project, and

WHEREAS, various Aitkin County Highways will be used by vehicles involved in the construction of this project, and

WHEREAS, Agreement HR-MN-AI-005, has been written to prescribe the terms and conditions of the use, maintenance, and repair of Aitkin County Highways by Enbridge Energy during the construction period.

NOW THEREFORE BE IT RESOLVED, that the Aitkin County Engineer is hereby authorized and directed for and on behalf of the County to execute and enter into Agreement HR-MN-AI-005, a copy of which said agreement was before the County Board and which is made a part hereof by reference.

Commissioner xx moved the adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting Yes

**STATE OF MINNESOTA}
COUNTY OF AITKIN}**

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 26th day of March 2019, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 26th day of March 2019

Jessica Seibert
County Administrator

ROAD USE AGREEMENT

THIS ROAD USE AGREEMENT (this “Agreement”) is made this __ day of _____, 2018 (“Effective Date”), by and between Aitkin County Highway Department (County), County of Aitkin, State of Minnesota, by the County Engineer, John Welle, and Enbridge Energy, Limited Partnership, a Delaware limited partnership, with an office located at 119 N 25th Street East, Superior, Wisconsin 54880, and its affiliates and any of its or its affiliates’ respective agents, employees, contractors, subcontractors, material suppliers, vendors, transport providers, designees and representatives (“Enbridge”). (Collectively, the “Parties” and each a “Party”).

WHEREAS, Enbridge intends to lay, construct, operate, maintain, inspect, remove, alter, abandon in place, replace, relocate and/or reconstruct a pipeline through, around or in the vicinity of various portions of County; and

WHEREAS, Enbridge wishes to use County roads for pipeline construction purposes over which it will be necessary to haul materials and equipment to construct a pipeline and associated facilities (the “Project”); and

WHEREAS, it is the mutual desire and intent of the Parties to permit Enbridge’s use of roads in a manner so that any road used by Enbridge will be undamaged or minimally damaged and that any damage resulting from Enbridge’s use of roads that may occur will be borne by Enbridge as is reasonable and necessary to leave the roads in a condition as good as they existed prior to Enbridge’s use to the extent practicable.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Routing and Access Approval. Execution of this Agreement shall represent a grant to Enbridge by County of access to roads as further detailed in the Principal Road Use Schedule attached hereto as Exhibit A (“Road Schedule”).

- A. The Road Schedule may be revised from time to time by mutual agreement of the Parties, or their designates. As the Road Schedule is revised and roads are added or removed, pre-construction and post-construction improvement details shall be prepared and added to the Road Schedule using the same methodology as was used to establish the improvement descriptions included in the Road Schedule.
- B. During construction, County and Enbridge may meet as needed to disclose and discuss Project activities, including anticipated material and equipment deliveries,

equipment crossings, and traffic movement which may be reflected as changes in the Road Schedule.

2. **Term.** This Agreement shall control Enbridge's use of the roads as outlined in the Road Schedule ("Roads") commencing from the above-stated Effective Date. Enbridge's use of the Roads shall continue until such time that Enbridge provides written notice to the County Engineer of completion of Enbridge's Project, or such earlier time as may be agreed upon by and between the Parties. Upon providing said written notice, Enbridge's access rights to the Roads will be deemed terminated.

3. **Inspection of the Roads.** Either Party may perform an inspection of the Roads prior to the commencement of the Project. The Parties may inspect the Roads using any method, including the use of video, to document the condition of the Roads prior to Enbridge's commencement of the Project. In the event an inspection is performed, the non-inspecting Party may provide a representative to accompany the inspecting Party on its inspection. Upon written request by either Party, the inspecting Party shall provide the requesting party with a copy of documentation from any inspection, including video evidence.

4. **Overweight/Oversize Permits.** For all loads that require oversize/overweight permitting by Minnesota law, County shall issue an oversize/overweight permit upon the filing of the County's permit application on behalf of Enbridge. The County reserves the right to require route modification by the applicant and to deny the permit in instances where County infrastructure is not capable of safely carrying the proposed oversize/overweight load as determined by the County.

5. **Emergency Repairs.** Notwithstanding the foregoing, in the event Enbridge is reasonably believed by County to have caused damage to Roads of a magnitude sufficiently great to create a hazard to the motoring public, which in County's reasonable opinion warrants an immediate repair or road closing, County may unilaterally make or authorize repair, with the reasonable, documented costs thereof paid by Enbridge within thirty (30) days of the date an invoice is submitted for reimbursement. County will make a good faith attempt to contact Enbridge at the time the damage is discovered to allow Enbridge an opportunity to view the damage before a repair is started. County shall photograph, videotape and otherwise document the conditions and make all such documentation available to Enbridge. Any such emergency repair shall be subject to post-repair negotiations by the Parties, involvement of the intermediary, as provided in Section 8, and, if necessary, adjudication. If such post-repair proceedings favor Enbridge, County will reimburse Enbridge for amounts paid to fund the repair, if any.

6. **Post Project.** Enbridge and County shall have mutual obligations to each other upon completion of pipeline construction and project area restoration. These mutual obligations are as follows:

- A. Remedy of compensable haul road damages, if any, shall be accomplished as follows:
 - i. Enbridge shall supply monetary compensation equal to restoration costs in order for County to restore Roads as it sees fit; or
 - ii. Road restoration services shall be performed or contracted by Enbridge on behalf of County in order to restore Roads.
- B. Upon Enbridge's request, County shall assist with determining the most cost effective process for compensation or restoration of Roads.
- C. In conjunction with and at the time of County's receipt of compensation under 6(A)(i) or 6(A)(ii) above, County shall provide Enbridge with a release of claims in connection with Enbridge's obligations pursuant to this Agreement.

7. **Indemnity.** During the term of this Agreement, Enbridge shall indemnify County for all reasonable damages incurred by the County caused by Enbridge's use of the Roads.

8. **Dispute Resolution.** If Enbridge and County do not mutually agree upon road damages, the matter shall be determined by the use of arbitration before three disinterested persons, one to be appointed by County, one by Enbridge, and the third by the two persons aforesaid; and the award of such three arbitrators, or any two of them, in writing, shall be final. The cost of such arbitration shall be borne equally by Enbridge and County. Enbridge and County agree to waive their respective right, whatsoever they may have, to court review of the arbitrators' final decision.

9. **Severability.** If any provision of this Agreement is held wholly or partially invalid under any applicable law, such invalidity shall not affect the validity of the balance of this Agreement.

10. **Entire Agreement.** This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between the Parties, whether written or oral.

11. **Amendment.** Any amendment or modification to this Agreement must be made in writing and signed by both Parties. This provision may not be orally waived.

12. **Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

13. **Enforcement.** Failure of a Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

14. **Assignment.** This Agreement shall enure to the benefit of and shall be binding upon the Parties, their respective successors, permitted assignees, legal representatives and their respective agents, contractors, subcontractors, material suppliers, vendors, employees, respective transport providers and designees.

15. **Counterparts.** The Parties may execute different copies of this Agreement in lieu of executing the same copy, and each Party shall be bound by the terms of this Agreement upon delivery of a copy bearing the Party's signature by e-mail or facsimile to the other Party or its attorney.

Aitkin County

By: _____
Print: _____
Title: _____

**Enbridge Energy, Limited Partnership
By: Enbridge Pipelines (Lakehead) L.L.C.
Its General Partner**

By:  _____

John McKay, Authorized Agent

EXHIBIT A

Aitkin County MN

State	Road	Surface Type	Jurisdiction	Miles	County	Tract #
MN	CSAH 20	Gravel	Aitkin County	3.5	Aitkin	HR-MN-AI-005
MN	CSAH 19/590th St	Gravel	Aitkin County	3	Aitkin	HR-MN-AI-005
MN	CSAH 19/410th Ave	Gravel	Aitkin County	1.85	Aitkin	HR-MN-AI-005
MN	CSAH 19/605th St	Gravel	Aitkin County	2	Aitkin	HR-MN-AI-005
MN	CSAH 29/Osprey Ave	Gravel	Aitkin County	13.5	Aitkin	HR-MN-AI-005
MN	CR-68/ 540th St	Gravel	Aitkin County	3.4	Aitkin	HR-MN-AI-005
MN	CSAH 7/605th St	Asphalt	Aitkin County	2	Aitkin	HR-MN-AI-005
MN	CSAH 7/610th St	Asphalt	Aitkin County	3.25	Aitkin	HR-MN-AI-005
MN	CR-18/560th St	Gravel	Aitkin County	12	Aitkin	HR-MN-AI-005
MN	CR-10/ Great River Rd	Asphalt	Aitkin County	33.35	Aitkin	HR-MN-AI-005
MN	320th Pl	Gravel	Aitkin County	2.4	Aitkin	HR-MN-AI-005
MN	CR-65/Loon Ave	Gravel	Aitkin County	9	Aitkin	HR-MN-AI-005
MN	CR-36/579th St	Asphalt	Aitkin County	4.25	Aitkin	HR-MN-AI-005
MN	CR-3/480th St	Asphalt	Aitkin County	4.75	Aitkin	HR-MN-AI-005
MN	CR-63/255th Ave	Asphalt	Aitkin County	3	Aitkin	HR-MN-AI-005



Board of County Commissioners Agenda Request

21

Agenda Item #

Requested Meeting Date: March 26, 2019

Title of Item: LG214 Premises Permit - Tamarack Sno-Flyers

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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Submitted by: Sally M. Huhta	Department: Auditor's
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Presenter (Name and Title): N/A	Estimated Time Needed: N/A
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Summary of Issue:

Please adopt the following resolution:

BE IT RESOLVED, the Aitkin County Board of Commissioners agrees to approve the following Premises Permit Application - Form LG214, of the Tamarack Sno-Flyers, at Jacks Shack – Rice River Township. This establishment has an address of 29954 State Hwy 65, McGregor, MN 55760

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Adopt Resolution

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*



Aitkin
County

Board of County Commissioners Agenda Request

25
Agenda Item #

Requested Meeting Date: March 26, 2019

Title of Item: LG214 Premises Permit - Minnewawa Sportsmen's Club

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Hold Public Hearing*

Submitted by: Sally M. Huhta	Department: Auditor's
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Presenter (Name and Title):	Estimated Time Needed: N/A
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Summary of Issue:

Please adopt the following resolution:

BE IT RESOLVED, the Aitkin County Board of Commissioners agrees to approve the following Premises Permit Application - Form LG214, of the Minnewawa Sportsmen's Club, at Jackson's Hole – Salo Township. This establishment has an address of 36232 Kestrel Ave., McGregor, MN 55760.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Adopt Resolution

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*



Aitkin
County

Board of County Commissioners Agenda Request

2K
Agenda Item #

Requested Meeting Date: 3/26/2019

Title of Item: Email Contract with LiftOff

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by: Steve Bennett	Department: IT
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Presenter (Name and Title): Steve Bennett	Estimated Time Needed: Consent Agenda
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Summary of Issue:
Aitkin County's email system needs to be upgraded. Our current software has only limited compatibility with mobile devices and functionality of address books and calendars in these environments is inconsistent to not available. We also need to add archiving and legal search abilities.

Microsoft Exchange in the Government Cloud can provide these capabilities, as well as providing the services included in our current system. This item has been budgeted for 2019. Attached is the quote and contract from LiftOff for supplying the licenses and installation of these services.

The contract has been reviewed and approved by the County Attorney.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Permission to purchase the product and sign the contract.

Financial Impact:
Is there a cost associated with this request? Yes No
What is the total cost, with tax and shipping? \$ 22680.00
Is this budgeted? Yes No *Please Explain:*



QUOTE
as of 1/29/2019

Bill to:

Aitkin County, MN
217 2nd Street NW
Aitkin, MN 56431

Ship to:

Aitkin County, MN
217 2nd Street NW
Aitkin, MN 56431

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

Check

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/Month	Licenses	Cost/Year
Exchange Online Plan 1 GCC	3MS-00001	12	4.00	270	\$12,960.00
Exchange Online Archiving GCC	4ES-00001	12	3.00	270	\$9,720.00

Total: \$22,680.00

Pricing Information:

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to rbraatz@liftoffonline.com. Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.

Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **Aitkin County, MN** (“you” and “your”). It is effective when we accept it. Key terms are defined in § 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States. If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement’s terms without the other’s prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

"Portal" means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

"Providers" means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

"SLA" means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

"Subscription" means an order for a quantity of Office 365.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made effective as of February 15, 2019, by and between LiftOff, LLC of 1667 Patrice Circle, Crofton, MD 21114 and Aitkin County, MN ("Client") of 217 2nd Street NW, Aitkin, MN 56431. Therefore, the parties agree as follows:

1. Background, Intent, and Relationship

The purpose of this Agreement is to establish the terms and conditions governing the contractual relationship between the parties. Nothing in this Agreement shall be interpreted or construed as (1) creating or establishing a partnership, joint venture or similar business relationship between the parties; (2) creating or establishing an exclusive relationship between the parties, or (3) creating or establishing any employment relationship between the parties, which hereby acknowledge that LIFTOFF is an independent contractor under this Agreement.

2. Statements of Work

All services performed under this Agreement will be specified in a Statement of Work ("SOW") to be prepared for each engagement and signed by the parties. The initial SOW is incorporated in this Agreement as Exhibit A, attached hereto. To the extent that any term contained in the SOW may be contradictory to any term contained in this Agreement, the parties agree that the SOW shall govern.

It is agreed that the terms and conditions of this Master Agreement shall govern with respect to the services to be provided to Client by LIFTOFF, in accordance with each SOW executed by the parties. Each SOW shall become an Addendum to this Master Agreement. The terms of this Master Agreement will be incorporated into each SOW by reference.

3. Professional Services Agreement

This Agreement is for the performance of professional services only. LIFTOFF reserves the right to incorporate any techniques, skills, and/or procedures known or acquired from this or any other project into this or any future professional services engagements. Any such techniques, skills, or procedures remain the sole intellectual property of LIFTOFF, and may be used in any contemporaneous or future professional services engagements for this or any other Client, without limitation.

This is not a Work for Hire agreement. LIFTOFF does not sell, assign or transfer ownership of any intellectual property used or developed by LIFTOFF in the performance of any services for the Client pursuant to this Agreement. Nothing contained herein or in any SOW hereunder shall be construed or interpreted as any such sale, transfer, conveyance or assignment of any right, title or interest by LIFTOFF in any of its intellectual property.

4. Invoice Remittance

Invoice payments must be sent to the LIFTOFF main office: 1667 Patrice Circle, Crofton, MD 21114. The LIFTOFF Federal ID number is: 27-1914176.

Payment terms are specified on the SOW. Payments are considered late on the 30th day after the due date. Late payments will incur a 2% late payment fee for each block of 30 or fewer days overdue (payments 30-60 days overdue will be assessed a 2% fee, payments 60-90 days overdue will be assessed a 4% fee, etc...)

5. Expenses

In addition to the charges for services as described above and with prior approval of the Client, the Client shall reimburse LIFTOFF for all reasonable and necessary expenses (including travel, lodging, travel meals, and other related costs) incurred in the course of performing services under this Agreement.

6. Confidentiality

Customer and Client acknowledge that, by reason of this Agreement, each may have access to certain information and materials concerning the others business, plans, customers, technology and products that are confidential. Such information and materials are of substantial value to each party, which value would be impaired if such information were disclosed to third parties. Neither party shall disclose to third parties, or use in any way for its own account or for the account of any third party, any such confidential information disclosed as a result of this Agreement.

7. Termination of Agreement

This Agreement shall be in effect until such time as all services have been fully performed by LIFTOFF and all invoices have been fully paid by the Client. This agreement may be terminated by either party for convenience upon sixty (60) days prior written notice. Termination by client for convenience will result in charges for all in-process work. Upon termination of this Agreement for any reason, Sections 3, 6, 8, 9 will survive and bind the parties in their entirety.

8. Indemnity, Disclaimers, Limitation of Liability

A. Intellectual Property Indemnification

LIFTOFF will defend, indemnify, and hold Client harmless from any loss, cost, expense, or liability (including attorneys' fees), that Client may incur or incurs as a result of any and all claims that LIFTOFF or its Providers violate or infringe on any patent, copyright, trade secret, or any other proprietary right of any third party. If such a claim occurs, or is likely to occur, LIFTOFF shall either procure for Client the right to continue using the equipment, software and/or work product, or replace or modify the equipment, software and/or work product, at LIFTOFF's expense. If an option satisfactory to the Client is not reasonably available, upon written request of LIFTOFF, and at the expense of LIFTOFF, Client shall return the equipment, software and/or work product to LIFTOFF. LIFTOFF shall be liable for liquidated damages equal to the sum of the fair market value of the equipment, software and/or work product returned plus ten percent (10%) of the purchase price. This remedy shall be in addition to, and not be exclusive of, other remedies provided in law and equity.

B. General Indemnification

LIFTOFF agrees to defend, indemnify, and hold Client, its employees and officials harmless from any claims, demands, actions

or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of LIFTOFF, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by LIFTOFF or the subcontractors, partners or independent contractors or any of their agents or employees under the Agreement.

C. Limitation of Liability

The aggregate liability of LIFTOFF for any reason, and upon any claim including, without limitation, LIFTOFF's obligation to indemnify and hold harmless under this agreement, shall be limited to the amount of \$4,000,000.00, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts.

Assignment

LIFTOFF shall not assign any of its rights or transfer any of its obligations under this Agreement without the prior written consent of the Client, nor shall Client's consent be unreasonably withheld. Any attempt by LIFTOFF to assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for the Client to immediately terminate the Agreement.

9. Non-Solicitation of Employees

During the term of this Agreement and for twelve (12) months thereafter, neither party will, either directly or indirectly, solicit for employment by itself (or any of its affiliates) any employee of the other party (or any of its affiliates), unless the hiring party obtains the written consent of the other party.

10. Governing Law/Jurisdiction

This contract will be governed by and construed in accordance with the laws of the State of Minnesota, excluding its conflict of laws provisions.

11. Disputes

The parties agree that any dispute arising from this Agreement shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Where disputes are submitted to arbitration, the parties agree to accept the decision of the arbitrators as final and binding on both parties. Arbitration shall be conducted in Maryland in accordance with the laws of Minnesota.

12. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

13. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered as of the date delivered via facsimile, overnight mail or United States certified or registered mail, addressed as follows:

Aitkin County, MN

217 2nd Street NW
Aitkin, MN 56431

LiftOff, LLC
Ron Braatz, President
1667 Patrice Circle
Crofton, MD 21114

Such address may be changed from time to time by either Party by providing written notice to the other in the manner set forth above.

14. Credit and Public Awareness

The Client further agrees to allow LIFTOFF to take public recognition of its engagement through the use of press releases, Internet postings, competition entries or other communication materials. This awareness will not violate any confidentiality provisions of this agreement, nor will it disclose any financial terms of the engagement without the prior written consent of the Client.

15. Waiver

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. Entire Agreement

This Agreement and the referenced SOW constitute the entire agreement between the parties, and supersede all prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. There are no representations or commitments relied upon by either party not contained herein.

17. Data Privacy

Pursuant to Minn. Stat. Ch. 13, LIFTOFF agrees to maintain and protect data on individuals received, or to which LIFTOFF has access, according to the statutory provisions applicable to the data. LIFTOFF understands it is subject to the requirements of the Minnesota Government Data Practices Act. LIFTOFF agrees that all data created, collected, received, stored, used, maintained or disseminated by LIFTOFF in performing government functions is subject to the Minnesota Government Data Practices Act's requirements and that LIFTOFF must comply with those requirements as if it were a government entity. LIFTOFF agrees to indemnify and hold Client, its officials, agents, and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act by LIFTOFF or its agents or employees, including legal fees and disbursements paid or incurred to enforce this provision of this Agreement. The Client's disclosure of data in good faith compliance with the Minnesota Government Data Practices Act shall not be deemed or otherwise considered to be a breach of any of the Client's material confidentiality obligations under this Agreement.

LIFTOFF's records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are

Exhibit A – Initial Statement of Work

1. Work to be Performed:

LIFTOFF will provide **Office 365 Guided Deployment Services (GDS)** focused on the migration to the Microsoft Office 365 solution. The GDS consulting is delivered using a **“Coach/Mentor” approach** in which your IT team will be heavily involved throughout the entire process and will work directly with the LiftOff consultants. Together, we will work through a series of webinar appointments (typically 1-2 hours each) as we work through project milestones to deploy the system efficiently and successfully. We have found this approach of keeping your IT team invested in the project to be an extremely effective training mechanism; once the project is complete, your IT staff is fully capable of managing and maintaining the system in the future.

LiftOff's expertise is laser focused on the Office 365 systems. If you require integration with other third-party applications, you will be responsible for working with your other vendors to remedy issues. For example, phone systems, firewalls, fax systems, anti-spam, anti-virus, archiving, custom code environments, and accounting systems can integrate with Office 365. We will do our best to facilitate, but these integrations will likely require that product vendor.

The Office 365 solution is quickly evolving and the product roadmap changes frequently. It is important to understand that some features may be enhanced or modified during the project. The Microsoft technet articles are the best source of information today.

Specifically, LiftOff's GDS work will:

- 1.1. Consist of an **Office 365 Assessment Workshop** where we will complete an analysis of the current email environment and ensure that requirements are captured, core functionality is reviewed, and details for the migration are discussed and reviewed. This planning session will be conducted via phone and typically takes two hours to complete.
- 1.2. Consist of **Setup and Pre-Staging** in the Office 365 Admin Console where we will access your portal together and begin the initial configuration the new Office 365 tenant. This will include:
 - 1.2.1. Adjusting Microsoft initial, default configurations to meet your specifications.
 - 1.2.2. Adding and verifying your email domains in Office 365 to show ownership.
 - 1.2.3. Adding and licensing users.
 - 1.2.4. Creating administrators of the system.
 - 1.2.5. **No email or data migration is included in this project.** In addition, this does NOT include the setup, configuration, or support of ADFS or other third-party authentication systems.
- 1.3. Provide consulting on **synchronizing your Active Directory to Office 365**, if desired:
 - 1.3.1. LiftOff has installed the **Azure AD Connect** sync tool hundreds of times. **This is required for a hybrid migration.** This process involves several planning sessions to prepare for this process, install the tool and train your IT staff on managing Office 365 while syncing with AD.
- 1.4. **Office 365 IT Admin Training.** These training workshops are usually conducted over several days and encompass 4-5 hours. Specifically, the training sessions include overviews of:
 - 1.4.1. Office 365 Admin Center – onboarding and offboarding users; resetting passwords; creating groups; creating resources; etc.
 - 1.4.2. Exchange Admin Center – configuring the EOP Spam Management System; configuring SMTP relay; creating mail transport rules; conducting mail traces; etc.

-
- 1.4.3. Security and Compliance Center – creating and maintaining retention policies; conducting content searches; conducting eDiscovery searches; etc.
 - 1.4.4. Microsoft Teams Admin Center – configuring policies and review Teams and Office 365 Group functionality and administration.
 - 1.4.5. Administering Office 365 through Azure PowerShell.

- 1.5. **Workstation Configuration.** LiftOff will offer guidance and tools for the workstation configuration for Outlook and Office ProPlus (via “click to run” or the Office Deployment Tool).

This project may require a third-party tool called DeploymentPro (included with a MigrationWiz license) that can automate the process of creating end-user Outlook profiles and reduce the amount of effort that your local IT team needs to spend on client configuration. DeploymentPro will require some testing to confirm it will work in your environment.

NOTE: Although LiftOff will provide guidance regarding workstation configuration and assist with troubleshooting, LiftOff will NOT be directly responsible for the configuration of the workstations. Your IT staff is on-premise and will complete this configuration.

- 1.6. Setting up **SMTP Relay** options for the various devices and apps that relay email. If you require integration with other third-party devices and applications, you will be responsible for working with your other vendors to remedy issues.
 - 1.7. Prior to activating the new system, LiftOff will provide a **pre-GO LIVE planning session called the “T minus 7 session”** to ensure we’re ready to cutover.
 - 1.8. **GO LIVE!** Together, we may change internal and external DNS records to point to Office 365 and verify mail flow.
 - 1.9. **Post Deployment.** With you, we will lead a post GO LIVE call to ensure the system meets your expectations and you understand how to utilize Office 365 support.
- 1.10. **Other Notes**
 - 1.10.1. Client is required to assign LiftOff, LLC as the Partner of Record for a period of 24 months once the solution is purchased. Instructions for this will be provided. LiftOff’s Partner ID number is 2823664.
 - 1.10.2. Thirty days of post deployment support will be provided by LIFTOFF. Any additional consulting/support/training can be billed hourly or through a separate contract.
 - 1.11. This Statement of Work will commence upon acceptance of documents on dates negotiated between LIFT-OFF and Client.

2. Investment & Payment Structure

- 2.1. The cost of the services outlined in Section 1 above is **\$0**. This is the client cost and has already factored in any incentives or promotions. The discounted consulting price requires the Client to purchase AOS-G annual licensing through LIFTOFF for a period of three years. The AOS-G licensing includes a “price-lock” protection for three years. This pricing is valid for 30 days past the date identified in section 3.1. Invoicing is done after the Assessment Process (1.1) and terms are Net 30.
- 2.2. The client acknowledges that the Office 365 Microsoft Partner, LiftOff LLC, may receive payments from Microsoft as a result of the consulting done with LIFTOFF.



Aitkin
County

Board of County Commissioners Agenda Request

2L
Agenda Item #

Requested Meeting Date: March 26, 2019

Title of Item: May 14, 2019 Board Meeting Location

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Jessica Seibert		Department: Administration
Presenter (Name and Title):		Estimated Time Needed:
Summary of Issue: On May 14, 2019 the Aitkin Public Library is holding a book sale and the conference room is not available. Staff has checked on the availability of the Aitkin City Hall meeting room that day. The room is available and has been tentatively reserved.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Schedule the May 14, 2019 County Board meeting for 9:00 a.m. at Aitkin City Hall.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		



Board of County Commissioners Agenda Request

2M

Agenda Item #

Requested Meeting Date: March 26, 2019

Title of Item: County Administrator's Performance Evaluation Summary

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Jessica Seibert, County Administrator		Department: Administration
Presenter (Name and Title): Jessica Seibert, County Administrator		Estimated Time Needed:
Summary of Issue: <p>On March 12, 2019 the County Board held a closed session to evaluate the annual performance of County Administrator, Jessica Seibert. the Board rated Ms. Seibert's performance as "Excellence" noting proficiency in the areas of budget presentation, innovation, and customer service.</p> <p>The Board agrees to establish the number of PTO days accumulated from a 2-year employee (21) to a 5-year employee (27) effective 4/1/19.</p>		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve statement regarding performance evaluation of County Administrator Jessica Seibert and increase in PTO days accumulated annually.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		



Board of County Commissioners Agenda Request

2N
Agenda Item #

Requested Meeting Date: 3/26/19

Title of Item: Job Description Recommendation - Facilities Coordinator Position

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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Submitted by: Bobbie Danielson <i>Bobbie Danielson</i>	Department: HR Dept.
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Presenter (Name and Title): Bobbie Danielson, HR Director	Estimated Time Needed: Consent Agenda
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Summary of Issue:

Approve the consultant's recommendation of Grade 10 for the Facilities Coordinator position.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Motion to approve the consultant's recommendation for the above-named position.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No Please Explain:



Facilities Coordinator

This position is not currently rated.

This position is responsible for planning and managing processes, projects, programs, and related operations for an assigned maintenance unit, which includes supervising staff and contractors, coordinating with internal and external parties, and ensuring compliance with applicable laws, policies, and procedures.

We have examined the essential duties and have classified the position using the Decision Band Method®. The job evaluation shows the following:

Highest Banded Task: C4

Number of Highest Banded Tasks: 11/15 major responsibility areas

Percent of Time on High Banded Tasks: N/A

Degree of Difficulty/Diversity: High

The position performs tasks that require “process” decision making such as: managing projects by developing proposal specifications, negotiating contracts and ensuring compliance with specifications, developing and implementing preventive maintenance and capital improvement plans, researching and analyzing data to develop process improvements, and managing the assigned unit budget.

Overall, decisions made at this level are subject to the limits imposed by available technology and resources, and to the constraints set by higher-level management. Additionally, decisions are related to determining the appropriate processes and methods to achieve the assigned goals established by higher-level management.

The position receives a sub-grade of three (3), because of the high complexity and diversity of C4 tasks performed in relation to similarly banded and graded positions. Thus, we recommend evaluating the position at C43.



Print List in Order By: 2 1 - Fund (Page Break by Fund) Page Break By: 1 1 - Page Break by Fund
2 - Department (Totals by Dept) 2 - Page Break by Dept
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas N

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 General Fund

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
1	DEPT			Commissioners			
86222	Aitkin Independent Age 01-001-000-0000-6230		115.50	synopsis	676740	Printing, Publishing & Adv	N
86222	Aitkin Independent Age		115.50	1 Transactions			
10452	AT&T Mobility 01-001-000-0000-6250		65.96	monthly wireless	04858263	Telephone	N
10452	AT&T Mobility		65.96	1 Transactions			
14289	Pratt/Bill 01-001-000-0000-6330		400.20			Transportation & Travel & Parking	N
	01-001-000-0000-6340		46.39			Meals (Overnight)	N
14289	Pratt/Bill		446.59	2 Transactions			
6097	Verizon Wireless 01-001-000-0000-6250		35.01	mobile broadband	786663881-0002	Telephone	N
6097	Verizon Wireless		35.01	1 Transactions			
1	DEPT Total:		663.06	Commissioners	4 Vendors	5 Transactions	
12	DEPT			Court Administration			
11634	Gammello & Pearson PLLC 01-012-000-0000-6232		82.50	01-jv-18-522		Attorney Services	Y
	01-012-000-0000-6232		691.26	01-pr-19-8		Attorney Services	Y
11634	Gammello & Pearson PLLC		773.76	2 Transactions			
5851	Gustafson Attorney at Law/Jean M. 01-012-000-0000-6232		120.00	01-pr-16-766		Attorney Services	Y
5851	Gustafson Attorney at Law/Jean M.		120.00	1 Transactions			
12	DEPT Total:		893.76	Court Administration	2 Vendors	3 Transactions	
40	DEPT			Auditor			
86222	Aitkin Independent Age 01-040-021-0000-6230		9.03	license center service directo	483161	Printing, Publishing & Adv	N
86222	Aitkin Independent Age		9.03	1 Transactions			
11411	Charter Communications						

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
11411	Charter Communications		174.98	internet	0045865030919	License Center-Phone	N
			174.98	1 Transactions			
2214	Holder/Maryann		825.00	rent	rent	Rentals	1
2214	Holder/Maryann		825.00	1 Transactions			
5649	Loffler Companies Inc		67.50		cw86460	Services, Labor, Contracts	N
5649	Loffler Companies Inc		67.50	1 Transactions			
86235	The Office Shop Inc		34.45		acct 103	Services, Labor, Contracts	N
			12.48		acct 2934	Office & Computer Supplies	N
86235	The Office Shop Inc		46.93	2 Transactions			
40	DEPT Total:		1,123.44	Auditor	5 Vendors	6 Transactions	
41	DEPT			Internal Audit			
12780	CliftonLarsonAllen, LLP		2,500.00	progress billing 4		Services, Labor, Etc	Y
12780	CliftonLarsonAllen, LLP		2,500.00	1 Transactions			
41	DEPT Total:		2,500.00	Internal Audit	1 Vendors	1 Transactions	
42	DEPT			Treasurer			
4689	Metro Sales Inc		135.00	copy machine	1290312	Services, Labor, Contracts	N
4689	Metro Sales Inc		135.00	1 Transactions			
86235	The Office Shop Inc		24.51	ink	1060256-0	Office & Computer Supplies	N
86235	The Office Shop Inc		24.51	1 Transactions			
14330	US Bank		117.53	copier contract	379778780	Services, Labor, Contracts	N
14330	US Bank		117.53	1 Transactions			

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
42	DEPT Total:			277.04	Treasurer	3 Vendors	3 Transactions	
43	DEPT				Assessor			
170	Aitkin Motor Company 01-043-000-0000-6511			45.73	oil - '14 jeep	22147	Gas And Oil	N
170	Aitkin Motor Company			45.73		1 Transactions		
10452	AT&T Mobility 01-043-000-0000-6250			155.16	monthly wireless	287250162187	Telephone	N
10452	AT&T Mobility			155.16		1 Transactions		
4641	Holiday Credit Office 01-043-000-0000-6511			441.14	feb fuel	1400000147443	Gas And Oil	N
4641	Holiday Credit Office			441.14		1 Transactions		
3018	Marshall & Swift-Boeckh, LLC 01-043-000-0000-6405			364.95	res cost handbook		Office, Film & Computer Supplies	N
3018	Marshall & Swift-Boeckh, LLC			364.95		1 Transactions		
86235	The Office Shop Inc 01-043-000-0000-6405			307.74	copier contract	303607	Office, Film & Computer Supplies	N
86235	The Office Shop Inc			307.74		1 Transactions		
6097	Verizon Wireless 01-043-000-0000-6250			114.28	monthly cell	9825272493	Telephone	N
6097	Verizon Wireless			114.28		1 Transactions		
43	DEPT Total:			1,429.00	Assessor	6 Vendors	6 Transactions	
44	DEPT				Central Services			
14945	Bobcat Properties 01-044-000-0000-6231			100.00	off site storage		Services, Labor, Contracts	N
14945	Bobcat Properties			100.00		1 Transactions		
3336	Office Of MN. IT Services 01-044-000-0000-6231			1,300.00	feb 2019		Services, Labor, Contracts	N
3336	Office Of MN. IT Services			1,300.00		1 Transactions		

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
9261	RTVision, Inc. 01-044-000-0000-6231		2,757.07	timecard annual support	2019-100636	Services, Labor, Contracts	N
9261	RTVision, Inc.		2,757.07	1 Transactions			
44	DEPT Total:		4,157.07	Central Services	3 Vendors	3 Transactions	
45	DEPT			Motor Pool			
11960	ASAP Towing 01-045-000-0000-6302		144.00	road service 15 escape #47	5495	Car Maintenance	N
11960	ASAP Towing		144.00	1 Transactions			
12445	BrandI Chevrolet, Buick GMC 01-045-000-0000-6512		394.90	fobs/keys #53		Car Equipment	N
12445	BrandI Chevrolet, Buick GMC		394.90	1 Transactions			
45	DEPT Total:		538.90	Motor Pool	2 Vendors	2 Transactions	
49	DEPT			Information Technologies			
10452	AT&T Mobility 01-049-000-0000-6231		38.75	ipad data	218-513-9345	Programming, Services, Contracts	N
10452	AT&T Mobility		38.75	1 Transactions			
5649	Loffler Companies Inc 01-049-000-0000-6231		33.75	t remote	CW86927	Programming, Services, Contracts	N
5649	Loffler Companies Inc		33.75	1 Transactions			
6097	Verizon Wireless 01-049-000-0000-6231		35.01	mobile broadband		Programming, Services, Contracts	N
6097	Verizon Wireless		35.01	1 Transactions			
49	DEPT Total:		107.51	Information Technologies	3 Vendors	3 Transactions	
52	DEPT			Administration			
10452	AT&T Mobility 01-052-000-0000-6250		47.28	monthly wireless	04858263	Telephone	N
10452	AT&T Mobility		47.28	1 Transactions			
86235	The Office Shop Inc						

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Descripti	1099	On Behalf of Name
		01-052-000-0000-6405			19.21	office supplies		1060514		Office & Computer Supplies	N	
		01-052-000-0000-6405			5.40	name badges		303782-0		Office & Computer Supplies	N	
86235	The Office Shop Inc				24.61		2 Transactions					
52	DEPT Total:				71.89	Administration		2 Vendors		3 Transactions		
53	DEPT					Human Resources						
86222	Aitkin Independent Age	01-053-000-0000-6230			123.86	help wanted ads				Printing, Publishing & Adv	N	
86222	Aitkin Independent Age				123.86		1 Transactions					
10452	AT&T Mobility	01-053-000-0000-6250			65.51	monthly wireless		04858263		Telephone	N	
10452	AT&T Mobility				65.51		1 Transactions					
12048	McDowell Agency, Inc./The	01-053-000-0000-6234			91.00	background screening		112281		Background Check Fees	N	
12048	McDowell Agency, Inc./The				91.00		1 Transactions					
15155	Top 20 Training, LLC	01-053-000-0000-6208	Z		5,095.00	top 20 training		4370		Staff Development/Training	N	
15155	Top 20 Training, LLC				5,095.00		1 Transactions					
53	DEPT Total:				5,375.37	Human Resources		4 Vendors		4 Transactions		
60	DEPT					Elections						
86222	Aitkin Independent Age	01-060-000-0000-6231			29.00	pub acc test				Services, Labor, Contracts	N	
86222	Aitkin Independent Age				29.00		1 Transactions					
60	DEPT Total:				29.00	Elections		1 Vendors		1 Transactions		
90	DEPT					Attorney						
10452	AT&T Mobility	01-090-000-0000-6250			275.88	cell phones				Telephone	N	
10452	AT&T Mobility				275.88		1 Transactions					
10855	Culligan											

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
10855	Culligan 01-090-000-0000-6213		74.00	monthly water	150x01032309	Drug & Forfeiture Ms387.213	N
			74.00	1 Transactions			
2140	Hennepin County Sheriff's Office 01-090-000-0000-6234		240.00	subpoenas	83054/53/52	Co Sheriff Services	N
2140	Hennepin County Sheriff's Office		240.00	1 Transactions			
4036	Ratz/James 01-090-000-0000-6330		44.54	real estate seminar		Transportation & Travel & Parking	N
4036	Ratz/James		44.54	1 Transactions			
11176	Schiferl/Natalie 01-090-000-0000-6330		138.04	MCAPS feb meeting		Transportation & Travel & Parking	N
11176	Schiferl/Natalie		138.04	1 Transactions			
10879	Shred-It 01-090-000-0000-6231		456.16	shredding	812678100	Services, Labor, Contracts	N
10879	Shred-It		456.16	1 Transactions			
3578	Skaj/Karen 01-090-000-0000-6233		80.50	transcript	2019-2	Court Reporter Services	Y
3578	Skaj/Karen		80.50	1 Transactions			
86235	The Office Shop Inc 01-090-000-0000-6405		85.14	air pur filters	1060016-0	Office & Computer Supplies	N
86235	The Office Shop Inc		85.14	1 Transactions			
90	DEPT Total:		1,394.26	Attorney	8 Vendors	8 Transactions	
110	DEPT			Courthouse Maintenance			
12106	Antoine Electric 01-110-000-0000-6231		82.00	repair sts garage door	16796	Services, Labor, Contracts	Y
12106	Antoine Electric		82.00	1 Transactions			
10452	AT&T Mobility 01-110-000-0000-6250		60.08	monthly wireless	04858263	Phone	N
10452	AT&T Mobility		60.08	1 Transactions			
88628	Dalco						

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
88628	Dalco		18.49	quick connect handle	3422450	Janitorial Supplies	N
			18.49	1 Transactions			
1754	Garrison Disposal Company, Inc		584.50	march billing	78513	Garbage	N
			584.50	1 Transactions			
4641	Holiday Credit Office		90.67	gas	1400000135208	Gas And Oil	N
			90.67	1 Transactions			
2340	Hyytinen Hardware Hank		60.76	hardware - court hse maint	ACCT00004	Janitorial Supplies	N
			60.76	1 Transactions			
89765	Minnesota Elevator, Inc		172.27	march service	791637	Services, Labor, Contracts	N
			172.27	1 Transactions			
3532	Nelson Lawn & Landscaping		4,860.00	snow plowing	1388	Services, Labor, Contracts	Y
			4,860.00	1 Transactions			
13146	The Retrofit Companies, Inc		224.18	recycling charges	0103023-IN	Services, Labor, Contracts	N
			224.18	1 Transactions			
110	DEPT Total:		6,152.95	Courthouse Maintenance	9 Vendors	9 Transactions	
120	DEPT			Service Officer			
10981	Bakken/Glen A.J.		50.00	vet van		Per Diem	Y
			50.00	1 Transactions			
4641	Holiday Credit Office		242.50	feb 2019	1400000136034	Gas And Oil	N
			242.50	1 Transactions			
2448	Janzen/Carroll Mark						

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name	
			Paid On Bhf #		
2448 Janzen/Carroll Mark		50.00	vet van	Per Diem	Y
		50.00	1 Transactions		
14508 Janzen/Hugh		50.00	vet van	Per Diem	Y
		50.00	1 Transactions		
5767 Lamke/Dennis		50.00	vet van	Per Diem	Y
		50.00	1 Transactions		
10677 Olsen/Gerald D		50.00	vet van	Per Diem	Y
		50.00	1 Transactions		
3912 Peterson/Richard		100.00	vet van	Per Diem	Y
		100.00	1 Transactions		
86235 The Office Shop Inc		84.99	hew toner black	Office & Computer Supplies	N
		84.99	1 Transactions		
6097 Verizon Wireless		13.88	vet van	Telephone	N
		13.88	1 Transactions		
3518 Voyageur Press Of Mcgregor/The		100.00	display ad	Printing, Publishing & Adv	N
		100.00	1 Transactions		
11970 Wikelius/Charles		50.00	vet van	Per Diem	Y
		50.00	1 Transactions		
5960 Wilmo/Wesley S.		50.00	vet van	Per Diem	Y
		50.00	1 Transactions		

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
9063	Workman/Jeff 01-120-000-0000-6350		100.00	vet van		Per Diem	Y
9063	Workman/Jeff		100.00		1 Transactions		
120	DEPT Total:		991.37	Service Officer	13 Vendors	13 Transactions	
122	DEPT			Planning & Zoning			
86222	Aitkin Independent Age 01-122-000-0000-6230		130.25	notice of hearing	673028	Printing, Publishing & Adv	N
	01-122-000-0000-6230		68.25	notice of hearing	674635	Printing, Publishing & Adv	N
86222	Aitkin Independent Age		198.50		2 Transactions		
14320	Benson/Lin 01-122-000-0000-6350		90.00	boa meeting		Per Diem	Y
	01-122-038-0000-6330		109.62	boa meeting		Boa/Pc Mileage	Y
14320	Benson/Lin		199.62		2 Transactions		
15142	Christensen/Charles 01-122-000-0000-6350		90.00	boa meeting		Per Diem	N
	01-122-038-0000-6330		81.20	boa meeting		Boa/Pc Mileage	N
15142	Christensen/Charles		171.20		2 Transactions		
4641	Holiday Credit Office 01-122-000-0000-6511		19.16	fuel charges	1400000135321	Gas And Oil	N
4641	Holiday Credit Office		19.16		1 Transactions		
5516	Paquette/Jeremy M 01-122-000-0000-6350		80.00	boa meeting		Per Diem	Y
	01-122-038-0000-6330		104.40	boa meeting		Boa/Pc Mileage	Y
5516	Paquette/Jeremy M		184.40		2 Transactions		
86235	The Office Shop Inc 01-122-000-0000-6231		546.72	copier contract	303620	Services, Labor, Contracts, Programm	N
86235	The Office Shop Inc		546.72		1 Transactions		
122	DEPT Total:		1,319.60	Planning & Zoning	6 Vendors	10 Transactions	
123	DEPT			Coroner			

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
2939	McGee P.A./M.B.						
	01-123-000-0000-6231		500.00	ME 19-0183	01/19/19	Coroner Fees	6
	01-123-000-0000-6231		500.00	ME 18-3062	11/02/18	Coroner Fees	6
	01-123-000-0000-6231		500.00	ME 18-3255	11/17/18	Coroner Fees	6
	01-123-000-0000-6231		500.00	ME 18-3360	11/27/18	Coroner Fees	6
	01-123-000-0000-6231		500.00	ME 18-3359	11/27/18	Coroner Fees	6
	01-123-000-0000-6231		500.00	ME 18-3606	12/21/18	Coroner Fees	6
2939	McGee P.A./M.B.		3,000.00	6 Transactions			
3987	Ramsey County Medical Examiner						
	01-123-000-0000-6260		1,622.75	ME 19-0183, Medex 024749	01/19/19	Autopsies--Pathologist, Xrays, Etc	N
3987	Ramsey County Medical Examiner		1,622.75	1 Transactions			
123	DEPT Total:		4,622.75	Coroner	2 Vendors	7 Transactions	
200	DEPT			Enforcement			
170	Aitkin Motor Company						
	01-200-000-0000-6302		78.75	spark plugs #210	21927	Car Maintenance	N
	01-200-000-0000-6302		868.30	repair remote start #217 2015	22013	Car Maintenance	N
170	Aitkin Motor Company		947.05	2 Transactions			
5944	Arrowhead Region Law Enforcement						
	01-200-003-0000-6241		840.00	#202, 224, 210, 219, 218, 212	418795	Registration Fee	N
5944	Arrowhead Region Law Enforcement		840.00	1 Transactions			
86467	Auto Value Aitkin						
	01-200-000-0000-6405		22.99	squad adhesive cleaner	40135193	Office Supplies	N
	01-200-000-0000-6302		43.96	wipers #210	40135513	Car Maintenance	N
86467	Auto Value Aitkin		66.95	2 Transactions			
13725	Beartooth True Value						
	01-200-000-0000-6405		37.99	paint for #221 office	B81428	Office Supplies	N
13725	Beartooth True Value		37.99	1 Transactions			
15151	Breitbarth/Chaplain Steve						
	01-200-000-0000-6231		352.08	chaplain services 03/09/19		Services & Labor (Incl Contracts)	N
15151	Breitbarth/Chaplain Steve		352.08	1 Transactions			
13325	Bruggman/Paul						

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Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099				
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name					
			Paid On Bhf #						
13325	Bruggman/Paul	786.50	13325	01-200-040-0000-6304	786.50	tzd feb		TZD Grant Expenses	Y
783	Canon Financial Services, Inc	164.95	783	01-200-000-0000-6231	164.95	admin copier lease	19803444	Services & Labor (Incl Contracts)	N
1059	CMI, Inc.	77.07	1059	01-200-000-0000-6409	77.07	mouthpieces, valved	8021257	Deputy Supplies	N
88880	Datacomm Computers & Networks Inc	914.00	88880	01-200-000-0000-6625	914.00	#221 new computer	11513	Office Equipment	N
3392	Exsted/Debra	12.20	3392	01-200-000-0000-6511	12.20	gas Hill City w/ med box	03/07/19	Gas And Oil	N
12808	Gallagher Benefit Services, Inc.	350.00	12808	01-200-000-0000-6231	350.00	evaluations	201901559	Services & Labor (Incl Contracts)	N
1775	Galls LLC	408.75	1775	01-200-000-0000-6410	81.35	uniform shirt #216	011952104	Clothing Allowance	N
				01-200-000-0000-6410	87.35	uniform shirt #222	011952108	Clothing Allowance	N
				01-200-000-0000-6410	152.70	uniform shirts #217	012061532	Clothing Allowance	N
				01-200-000-0000-6410	87.35	uniform shirt #222	012061539	Clothing Allowance	N
4641	Holiday Credit Office	59.16	4641	01-200-000-0000-6511	59.16	#221 gas	1400000288942	Gas And Oil	N
2340	Hyytinen Hardware Hank	6.98	2340	01-200-000-0000-6405	6.98	watch & cal battery #222	1505928	Office Supplies	N
		12.37		01-200-000-0000-6405	12.37	padlock for caged area	1508140	Office Supplies	N
		5.98		01-200-000-0000-6405	5.98	windshield washer fluid #208	1508228	Office Supplies	N

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
2340	Hyytinen Hardware Hank		25.33		3 Transactions		
2375	Intoximeters Inc 01-200-000-0000-6405		180.00	ASIV mouthpieces	621071	Office Supplies	N
2375	Intoximeters Inc		180.00		1 Transactions		
2925	L & M Supply, Inc. 01-200-019-0000-6405		3.59	bisquits	9054386	Office & Computer Supplies	N
2925	L & M Supply, Inc.		3.59		1 Transactions		
3760	Palisade Cooperative Oil Assoc 01-200-000-0000-6511		14.76	#209 gas	423035	Gas And Oil	N
3760	Palisade Cooperative Oil Assoc		14.76		1 Transactions		
12110	Revelin Vehicle Solutions, LLC 01-200-000-0000-6302		260.00	move #221 camera to #223	209	Car Maintenance	Y
	01-200-000-0000-6302		230.00	bat maintainers in #209 & #223	209	Car Maintenance	Y
	01-200-000-0000-6302		130.00	service equipment #222	209	Car Maintenance	Y
	01-200-000-0000-6302		75.00	replace fuses #224 squad	209	Car Maintenance	Y
	01-200-000-0000-6302		2,200.00	outfit new #204 squad	210	Car Maintenance	Y
12110	Revelin Vehicle Solutions, LLC		2,895.00		5 Transactions		
13864	Sandberg/Kristi 01-200-000-0000-6150		1,000.00	sandberg health ins		Health Insurance-Employer	N
13864	Sandberg/Kristi		1,000.00		1 Transactions		
4681	Streichers 01-200-000-0000-6409		24.99-	cuff belt loop	CM281883	Deputy Supplies	N
	01-200-000-0000-6409		93.94	handcuff, cuff key	I1355000	Deputy Supplies	N
4681	Streichers		68.95		2 Transactions		
86235	The Office Shop Inc 01-200-000-0000-6405		67.16	office supplies	1059853-0	Office Supplies	N
86235	The Office Shop Inc		67.16		1 Transactions		
13934	Tire Barn 01-200-000-0000-6302		58.05	oil change, rotate #225	46870	Car Maintenance	N
	01-200-000-0000-6302		684.00	4 tires, balance #204 Taurus	47057	Car Maintenance	N
	01-200-000-0000-6302		58.05	oil change, rotate #209	47087	Car Maintenance	N

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
	01-200-000-0000-6302		44.05	oil change #218	47139	Car Maintenance	N
13934	Tire Barn		844.15	4 Transactions			
200	DEPT Total:		10,115.64	Enforcement	22 Vendors	37 Transactions	
252	DEPT			Corrections			
116	Aitkin Pet & Farm Supply Inc						
	01-252-000-0000-6590		293.51	softener salt	667463	Repair & Maintenance Supplies	N
116	Aitkin Pet & Farm Supply Inc		293.51	1 Transactions			
86467	Auto Value Aitkin						
	01-252-000-0000-6302		133.99	battery	40135212	Car Maintenance	N
86467	Auto Value Aitkin		133.99	1 Transactions			
11715	Granite Electronics						
	01-252-000-0000-6231		554.16	UPS batteries service call	154000507-1	Services & Labor (Incl Contracts)	N
	01-252-000-0000-6231		436.03	GRE site TTA polyphaser	154000553-1	Services & Labor (Incl Contracts)	N
11715	Granite Electronics		990.19	2 Transactions			
11889	Honeywell International Inc.						
	01-252-000-0000-6590		466.25	replace unit 2 cooling fan	5247303307	Repair & Maintenance Supplies	N
11889	Honeywell International Inc.		466.25	1 Transactions			
2340	Hyytinen Hardware Hank						
	01-252-000-0000-6590		5.98	oven bulbs	1508054	Repair & Maintenance Supplies	N
2340	Hyytinen Hardware Hank		5.98	1 Transactions			
13691	MEnD Correctional Care, PLLC						
	01-252-000-0000-6262		7,371.06	March Heathcare Services	3817	Medical Expenses & Supplies - Inmat	6
13691	MEnD Correctional Care, PLLC		7,371.06	1 Transactions			
89765	Minnesota Elevator, Inc						
	01-252-000-0000-6231		179.16	March monthly charge	791269	Services & Labor (Incl Contracts)	N
89765	Minnesota Elevator, Inc		179.16	1 Transactions			
3789	Pan-O-Gold Baking Company						
	01-252-000-0000-6418		104.76	groceries	10002419059010	Groceries	N
	01-252-000-0000-6418		109.88	groceries	10002419066018	Groceries	N

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
3789	Pan-O-Gold Baking Company		214.64		2 Transactions		
4010	Rasley Oil Company 01-252-000-0000-6330		98.84	Feb gas	02/28/19	Prisoner Transportation & Travel	N
4010	Rasley Oil Company		98.84		1 Transactions		
15152	Rehwinkle/James 01-252-000-0000-5541		679.00	Pay to Stay overcharge		Pay To Stay Incountry Boarding Mn64	N
15152	Rehwinkle/James		679.00		1 Transactions		
9295	Reinhart Foodservice 01-252-000-0000-6418		3,034.97	groceries	635260	Groceries	Y
	01-252-000-0000-6418		1,948.00	groceries	643147	Groceries	Y
9295	Reinhart Foodservice		4,982.97		2 Transactions		
12110	Revelin Vehicle Solutions, LLC 01-252-000-0000-6302		650.00	swap xport equipment	209	Car Maintenance	Y
12110	Revelin Vehicle Solutions, LLC		650.00		1 Transactions		
86235	The Office Shop Inc 01-252-000-0000-6405		67.17	office supplies	1059853-0	Office & Computer Supplies	N
86235	The Office Shop Inc		67.17		1 Transactions		
11608	Thrifty White Pharmacy-McGregor 01-252-000-0000-6262		1,915.14	inmate meds	02/28/2019	Medical Expenses & Supplies - Inmat	N
11608	Thrifty White Pharmacy-McGregor		1,915.14		1 Transactions		
13934	Tire Barn 01-252-000-0000-6302		58.05	oil change, rotate 316 expl	47029	Car Maintenance	N
	01-252-000-0000-6302		11.99	windshield wiper Impala	47092	Car Maintenance	N
13934	Tire Barn		70.04		2 Transactions		
252	DEPT Total:		18,117.94	Corrections	15 Vendors	19 Transactions	
253	DEPT			Sentence to Serve			
86467	Auto Value Aitkin 01-253-000-0000-6302		31.98	pair windshield wipers	40135249	Car Maintenance	N
86467	Auto Value Aitkin		31.98		1 Transactions		

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
1430	Dotzler Power Equipment 01-253-000-0000-6405		34.90	round file, bar oil	7139	Operating Supplies	Y
	01-253-000-0000-6405		123.50	saw chain, 5 gal mix	7144	Operating Supplies	Y
1430	Dotzler Power Equipment		158.40	2 Transactions			
2340	Hyytinen Hardware Hank 01-253-000-0000-6405		7.98	razor blade scraper	1508184	Operating Supplies	N
2340	Hyytinen Hardware Hank		7.98	1 Transactions			
12927	Midwest Machinery Co. 01-253-000-0000-6231		154.57	clutch drum, brake band	WO 314765	Services, Labor, Contracts	N
12927	Midwest Machinery Co.		154.57	1 Transactions			
4010	Rasley Oil Company 01-253-000-0000-6511		180.51	Feb gas	02/28/19	Gas And Oil	N
4010	Rasley Oil Company		180.51	1 Transactions			
13934	Tire Barn 01-253-000-0000-6302		54.44	oil change, rotate '09 Econo	46951	Car Maintenance	N
13934	Tire Barn		54.44	1 Transactions			
253	DEPT Total:		587.88	Sentence to Serve	6 Vendors	7 Transactions	
255	DEPT			General Crime Victim Grant			
86235	The Office Shop Inc 01-255-000-0000-6405		363.10	copier contract 303520	303670	Office & Computer Supplies	N
86235	The Office Shop Inc		363.10	1 Transactions			
255	DEPT Total:		363.10	General Crime Victim Grant	1 Vendors	1 Transactions	
257	DEPT			Community Corrections			
14563	Anoka County Corrections 01-257-255-0000-6204		8,827.70	amn - predispo detention	750-1-1	Juvenile Detention	N
14563	Anoka County Corrections		8,827.70	1 Transactions			
4641	Holiday Credit Office 01-257-251-0000-6335		17.19	fuel charges	1400000155373	Gas/Vehicle Fuel Charges	N
	01-257-257-0000-6335		17.74	fuel charges	1400000155373	Gas/Vehicle Fuel Charges	N

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4641	Holiday Credit Office		98.52	fuel charges	1400000155373	Gas/Vehicle Fuel Charges	N
			63.59				
11997	Minnesota Monitoring		3,835.25	elec home monitoring	6588/6720	Equipment Rental	N
			3,835.25				
11997	Minnesota Monitoring		3,835.25				
14411	MnATSA		380.00	MnATsa conf 2019-1075	2019-797	Registration Fee	N
			380.00				
14411	MnATSA		380.00				
87101	North Homes-Standard		7,959.46	juv detention fees		Juvenile Detention	N
			7,959.46				
87101	North Homes-Standard		7,959.46				
11289	North Star Group Home East		1,692.60	ml pre dispo		Juvenile Detention	N
			1,692.60				
11289	North Star Group Home East		1,692.60				
89269	Northwestern MN Juv Ctr-Primary Resid		269.00	pre dispo detention	153-89-1	Juvenile Detention	N
			269.00				
89269	Northwestern MN Juv Ctr-Primary Resid		269.00				
9489	Redwood Toxicology Laboratory, Inc		126.36	UA testing	02239920192	Drug Testing Fee	6
			126.36				
9489	Redwood Toxicology Laboratory, Inc		126.36				
11030	Tougas/Janet		65.28	MACCAC Mileage		Gas/Vehicle Fuel Charges	N
			17.25	MACCAC Meals		Meals (Overnight)	N
			33.60	Check-ins		Mileage	N
11030	Tougas/Janet		116.13				
13239	Village Ranch, Inc.		5,826.24	juv detention fees	054654	Juvenile Detention	N
			5,826.24				
13239	Village Ranch, Inc.		5,826.24				
13951	West Central Regional Juvenile Center		300.00	juv detention fees	1-1-1	Juvenile Detention	N
			300.00				

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13951	West Central Regional Juvenile Center		300.00	1 Transactions			
257	DEPT Total:		29,431.26	Community Corrections	11 Vendors	15 Transactions	
390	DEPT			Environmental Health (FBL)			
4641	Holiday Credit Office 01-390-000-0000-6511		23.26	fuel charges	1400000135321	Gas And Oil	N
4641	Holiday Credit Office		23.26	1 Transactions			
390	DEPT Total:		23.26	Environmental Health (FBL)	1 Vendors	1 Transactions	
391	DEPT			Solid Waste			
170	Aitkin Motor Company 01-391-000-0000-6302		45.76	16 escape fuel saver	21931	Car Maintenance	N
170	Aitkin Motor Company		45.76	1 Transactions			
4641	Holiday Credit Office 01-391-000-0000-6511		17.93	fuel charges	1400000135321	Gas And Oil	N
4641	Holiday Credit Office		17.93	1 Transactions			
391	DEPT Total:		63.69	Solid Waste	2 Vendors	2 Transactions	
392	DEPT			Water Wells			
2353	Idexx Laboratories, Inc 01-392-000-0000-6405		834.18	gamma irradi	3043895353	Office & Film Supplies	N
2353	Idexx Laboratories, Inc		834.18	1 Transactions			
392	DEPT Total:		834.18	Water Wells	1 Vendors	1 Transactions	
600	DEPT			Ag Society, Soil & Water, Ag Inspect			
89856	Aitkin Co Agricultural Society 01-600-550-0000-6843		10,000.00	2019 capital appropriation		Ag Society Capital Improvements	N
89856	Aitkin Co Agricultural Society		10,000.00	1 Transactions			
600	DEPT Total:		10,000.00	Ag Society, Soil & Water, Ag Inspect	1 Vendors	1 Transactions	
700	DEPT			Promotion,AEOA Tran,Airport,RC&D,Tou			

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
15153	Forester Pontoons 01-700-909-0000-6800		1,000.00	walleye tank winner		Tourism Miscellaneous	N
15153	Forester Pontoons		1,000.00		1 Transactions		
13473	The Home Magazine 01-700-909-0000-6800		389.00	ad		Tourism Miscellaneous	N
13473	The Home Magazine		389.00		1 Transactions		
700	DEPT Total:		1,389.00	Promotion,AEOA Tran,Airport,RC&D,T	2 Vendors	2 Transactions	
711	DEPT			Economic Development			
10140	Aitkin Health Services 01-711-000-0000-6303		500.00	2nd place walleye tank		Mcnight/Blandin Grant Expenses	N
10140	Aitkin Health Services		500.00		1 Transactions		
14555	The Butler Building 01-711-000-0000-6303		250.00	walleye tank 3rd place		Mcnight/Blandin Grant Expenses	N
14555	The Butler Building		250.00		1 Transactions		
86235	The Office Shop Inc 01-711-000-0000-6405		11.28	document holders	303686	Office & Computer Supplies	N
86235	The Office Shop Inc		11.28		1 Transactions		
711	DEPT Total:		761.28	Economic Development	3 Vendors	3 Transactions	
1	Fund Total:		103,334.20	General Fund		176 Transactions	

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
301	DEPT			R&B Administration			
10855	Culligan 03-301-000-0000-6400		10.50	RENTAL-MARCH	STMT	Supplies And Materials	N
10855	Culligan		10.50	1 Transactions			
11406	Innovative Office Solutions 03-301-000-0000-6400		82.58	OFFICE SUPPLIES	IN2422773	Supplies And Materials	N
11406	Innovative Office Solutions		82.58	1 Transactions			
9671	Pitney Bowes 03-301-000-0000-6205		74.04	LEASE	3102951037	Postage	N
9671	Pitney Bowes		74.04	1 Transactions			
301	DEPT Total:		167.12	R&B Administration	3 Vendors	3 Transactions	
302	DEPT			R&B Engineering/Construction			
2340	Hyytinen Hardware Hank 03-302-000-0000-6449		59.00	ENGINEERING SUPPLIES	1505672	Rd/Br Engr. Supplies	N
2340	Hyytinen Hardware Hank		59.00	1 Transactions			
15085	STODDARD/FRANK 03-302-000-0000-6296		217.85	ROOM		Meeting Expense/Physicals	N
	03-302-000-0000-6296		17.72	SUPPER		Meeting Expense/Physicals	N
	03-302-000-0000-6296		35.35	LUNCH		Meeting Expense/Physicals	N
	03-302-000-0000-6296		26.26	SUPPER-MAXED DAILY LIMIT		Meeting Expense/Physicals	N
	03-302-000-0000-6296		88.80	MILEAGE		Meeting Expense/Physicals	N
15085	STODDARD/FRANK		385.98	5 Transactions			
302	DEPT Total:		444.98	R&B Engineering/Construction	2 Vendors	6 Transactions	
303	DEPT			R&B Highway Maintenance			
10452	AT&T Mobility 03-303-000-0000-6254		32.98	PAUL'S IPAD SVC	287266104878X0	Utilities	N
10452	AT&T Mobility		32.98	1 Transactions			
11945	Brainerd General Rental 03-303-000-0000-6521		630.00	BITUMINOUS PLOWING-SNOWBLOWER	114024-0	Maintenance Supplies	N

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
11945	Brainerd General Rental		630.00		1 Transactions		
14887	Cintas Corporation						
	03-303-000-0000-6298		19.55	SHOP LAUNDRY	4017565372	Shop Maintenance	N
	03-303-000-0000-6298		37.59	SHOP LAUNDRY	4017964054	Shop Maintenance	N
14887	Cintas Corporation		57.14		2 Transactions		
1010	City Of Aitkin						
	03-303-000-0000-6825		11,114.85	2019/2020 MUNICIPAL MAINT		Maintenance Agreements	N
1010	City Of Aitkin		11,114.85		1 Transactions		
175	City Of Mcgregor						
	03-303-000-0000-6825		9,574.18	2019/2020 MUNICIPAL MAINT		Maintenance Agreements	N
175	City Of Mcgregor		9,574.18		1 Transactions		
15149	COLLINS BROTHERS TOWING OF ST CLO						
	03-303-000-0000-6590		325.00	TOWING	10763	Repair & Maintenance Supplies	N
15149	COLLINS BROTHERS TOWING OF ST CLO		325.00		1 Transactions		
5893	Consolidated Telecommunications Co.						
	03-303-000-0000-6254		150.00	HIGH SPEED INTERNET	20636338	Utilities	N
5893	Consolidated Telecommunications Co.		150.00		1 Transactions		
5484	Darlow Excavating						
	03-303-000-0000-6521		2,262.50	FEB 2019 PLOWING	FEBRUARY	Maintenance Supplies	N
5484	Darlow Excavating		2,262.50		1 Transactions		
7060	Federated Co-Ops Inc.						
	03-303-000-0000-6297		946.42	MCGREGOR SHOP PROPANE	59021739	Shop Fuel	N
	03-303-000-0000-6297		1,046.45	MCGREGOR SHOP PROPANE	59022195	Shop Fuel	N
7060	Federated Co-Ops Inc.		1,992.87		2 Transactions		
8622	Frontier						
	03-303-000-0000-6254		68.38	JACOBSON	218-752-6591	Utilities	N
	03-303-000-0000-6254		68.38	MCGREGOR	218-768-4481	Utilities	N
	03-303-000-0000-6254		68.38	PALISADE	218-845-2607	Utilities	N
	03-303-000-0000-6254		88.38	MCGRATH	320-592-3580	Utilities	N
8622	Frontier		293.52		4 Transactions		

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
2340	Hyytinen Hardware Hank 03-303-000-0000-6298		37.98	SWATARA SHOP SUPPLIES	1506043	Shop Maintenance	N
	03-303-000-0000-6298		50.94	AITKIN SHOP SUPPLIES	1506916	Shop Maintenance	N
	03-303-000-0000-6590		5.76	REPAIR PARTS	1508046	Repair & Maintenance Supplies	N
2340	Hyytinen Hardware Hank		94.68	3 Transactions			
2763	J & H Transfer Station-Lakes Sanitary 03-303-000-0000-6254		76.05	MARCH-PALISADE	151977	Utilities	Y
	03-303-000-0000-6254		111.15	MARCH-MCGREGOR	152080	Utilities	Y
2763	J & H Transfer Station-Lakes Sanitary		187.20	2 Transactions			
91187	Lake Country Power 03-303-000-0000-6254		130.13	JAN-FEB JACOBSON	1400073000	Utilities	N
	03-303-000-0000-6254		63.38	JAN-FEB CSAH 14	141979801	Utilities	N
	03-303-000-0000-6254		66.72	JAN-FEB CSAH 6	141979901	Utilities	N
91187	Lake Country Power		260.23	3 Transactions			
10824	Maney International Inc 03-303-000-0000-6590		198.72	FILTERS	805948	Repair & Maintenance Supplies	N
	03-303-000-0000-6590		460.34	REPAIR PARTS	805948	Repair & Maintenance Supplies	N
10824	Maney International Inc		659.06	2 Transactions			
3100	McGregor Oil 03-303-000-0000-6513		1,754.25	PALISADE DIESEL	3683	Motor Fuel & Lubricants	N
	03-303-000-0000-6513		1,201.91	JACOBSON DIESEL	3754	Motor Fuel & Lubricants	N
	03-303-000-0000-6513		1,674.57	PALISADE DIESEL	3799	Motor Fuel & Lubricants	N
	03-303-000-0000-6513		1,193.64	SWATARA DIESEL	3800	Motor Fuel & Lubricants	N
3100	McGregor Oil		5,824.37	4 Transactions			
12927	Midwest Machinery Co. 03-303-000-0000-6590		78.20	REPAIR PARTS	1841517	Repair & Maintenance Supplies	N
12927	Midwest Machinery Co.		78.20	1 Transactions			
5917	Mike's Bobcat Service 03-303-000-0000-6521		600.00	PLOWING	FEB 2019	Maintenance Supplies	N
5917	Mike's Bobcat Service		600.00	1 Transactions			
8540	Minnesota Department Of Public Safety 03-303-000-0000-6298		25.00	HAZARDOUS CHEM INV FEE	M-103244	Shop Maintenance	N

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			03-303-000-0000-6298		25.00	HAZARDOUS CHEM INV FEE		M-103252		Shop Maintenance	N	
			03-303-000-0000-6298		25.00	HAZARDOUS CHEM INV FEE		M-103257		Shop Maintenance	N	
			03-303-000-0000-6298		25.00	HAZARDOUS CHEM INV FEE		M-103269		Shop Maintenance	N	
			03-303-000-0000-6298		25.00	HAZARDOUS CHEM INV FEE		M-103272		Shop Maintenance	N	
			03-303-000-0000-6298		25.00	HAZARDOUS CHEM INV FEE		M-103273		Shop Maintenance	N	
8540	Minnesota Department Of Public Safety				150.00		6 Transactions					
9692	Minnesota Energy Resources Corporation											
			03-303-000-0000-6297		1,456.31	NAT GAS: AITKIN SHOP		FEB		Shop Fuel	N	
9692	Minnesota Energy Resources Corporation				1,456.31		1 Transactions					
8446	Northern Star Coop Service											
			03-303-000-0000-6297		844.85	LP: SWATARA SHOP		10792		Shop Fuel	N	
8446	Northern Star Coop Service				844.85		1 Transactions					
8436	Northland Parts											
			03-303-000-0000-6590		14.99	REPAIR PARTS		378281		Repair & Maintenance Supplies	N	
8436	Northland Parts				14.99		1 Transactions					
10720	Nuss Truck & Equipment											
			03-303-000-0000-6590		193.88	REPAIR PARTS		6115442P		Repair & Maintenance Supplies	N	
			03-303-000-0000-6590		132.20	REPAIR PARTS		6115454P		Repair & Maintenance Supplies	N	
			03-303-000-0000-6590		1,148.52	REPAIR PARTS		6115977P		Repair & Maintenance Supplies	N	
			03-303-000-0000-6590		27.45	REPAIR PARTS		6116073P		Repair & Maintenance Supplies	N	
10720	Nuss Truck & Equipment				1,502.05		4 Transactions					
4070	Riley Auto Supply											
			03-303-000-0000-6590		15.96	REPAIR PARTS		605321		Repair & Maintenance Supplies	N	
			03-303-000-0000-6590		91.99	REPAIR PARTS		605395		Repair & Maintenance Supplies	N	
			03-303-000-0000-6590		6.72	REPAIR PARTS		605411		Repair & Maintenance Supplies	N	
			03-303-000-0000-6298		398.99	AITKIN SHOP SUPPLIES		605427		Shop Maintenance	N	
			03-303-000-0000-6590		364.99	REPAIR PARTS		605438		Repair & Maintenance Supplies	N	
			03-303-000-0000-6590		9.99	REPAIR PARTS		605475		Repair & Maintenance Supplies	N	
			03-303-000-0000-6590		899.88	REPAIR PARTS		605523		Repair & Maintenance Supplies	N	
			03-303-000-0000-6590		339.96-	REPAIR PARTS		605524		Repair & Maintenance Supplies	N	
			03-303-000-0000-6590		70.30	REPAIR PARTS		605545		Repair & Maintenance Supplies	N	
			03-303-000-0000-6590		17.00	REPAIR PARTS		605550		Repair & Maintenance Supplies	N	
			03-303-000-0000-6590		214.00	REPAIR PARTS		605637		Repair & Maintenance Supplies	N	
			03-303-000-0000-6590		18.00-	REPAIR PARTS		605639		Repair & Maintenance Supplies	N	

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		03-303-000-0000-6590			51.99	REPAIR PARTS		605661		Repair & Maintenance Supplies	N	
		03-303-000-0000-6298			319.80	AITKIN SHOP SUPPLIES		605699		Shop Maintenance	N	
		03-303-000-0000-6298			66.51	MCGREGOR SHOP SUPPLIES		605729		Shop Maintenance	N	
		03-303-000-0000-6590			85.81	REPAIR PARTS		605763		Repair & Maintenance Supplies	N	
		03-303-000-0000-6590			14.18	REPAIR PARTS		605764		Repair & Maintenance Supplies	N	
		03-303-000-0000-6590			51.83	REPAIR PARTS		605773		Repair & Maintenance Supplies	N	
		03-303-000-0000-6590			280.00	REPAIR PARTS		605814		Repair & Maintenance Supplies	N	
4070	Riley Auto Supply				2,601.98		19 Transactions					
8671	Village Laundromat & Car Wash, Inc											
		03-303-000-0000-6298			26.00	RAGS		841498		Shop Maintenance	N	
8671	Village Laundromat & Car Wash, Inc				26.00		1 Transactions					
8279	Winzer Corporation											
		03-303-000-0000-6298			483.49	AITKIN SHOP SUPPLIES		62321923		Shop Maintenance	N	
8279	Winzer Corporation				483.49		1 Transactions					
303	DEPT Total:				41,216.45	R&B Highway Maintenance		25 Vendors		65 Transactions		
307	DEPT					R&B Capital Infrastructure						
15148	GILLITZER/RICHARD											
		03-307-000-0000-6362			1,200.00	DAMAGES PART OF LOT 2		PARCEL NO 34		Right Of Way	N	
		03-307-000-0000-6362			100.00	LAND R-W PART OF LOT 2		PARCEL NO 34		Right Of Way	S	
15148	GILLITZER/RICHARD				1,300.00		2 Transactions					
307	DEPT Total:				1,300.00	R&B Capital Infrastructure		1 Vendors		2 Transactions		
3	Fund Total:				43,128.55	Road & Bridge				76 Transactions		

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
257	DEPT			Community Corrections			
10855	Culligan 05-257-000-0000-6342		16.19	Cooler Rental Service 03/01/2019 03/31/2019	150-10016285-1	Office Equipment Rental/Contracts	N
10855	Culligan		16.19	1 Transactions			
89765	Minnesota Elevator, Inc 05-257-000-0000-6300		19.71	Elevator Service - Mar '19 03/01/2019 03/31/2019	791636	Maintenance-Service Contracts	N
89765	Minnesota Elevator, Inc		19.71	1 Transactions			
257	DEPT Total:		35.90	Community Corrections	2 Vendors	2 Transactions	
390	DEPT			Environmental Health (FBL)			
10855	Culligan 05-390-000-0000-6342		2.94	Cooler Rental Service 03/01/2019 03/31/2019	150-10016285-1	Office Equipment Rental/Contracts	N
10855	Culligan		2.94	1 Transactions			
89765	Minnesota Elevator, Inc 05-390-000-0000-6300		3.58	Elevator Service - Mar '19 03/01/2019 03/31/2019	791636	Maintenance-Service Contracts	N
89765	Minnesota Elevator, Inc		3.58	1 Transactions			
390	DEPT Total:		6.52	Environmental Health (FBL)	2 Vendors	2 Transactions	
400	DEPT			Public Health Department			
10855	Culligan 05-400-440-0410-6301		20.61	Cooler Rental Service 03/01/2019 03/31/2019	150-10016285-1	Equipment Lease/Space Rental	N
10855	Culligan		20.61	1 Transactions			
2340	Hyytinen Hardware Hank 05-400-440-0410-6405		1.98	Agency-Picture hangers/anchors 02/28/2019 02/28/2019	1508413	Office Supplies	N
2340	Hyytinen Hardware Hank		1.98	1 Transactions			
89765	Minnesota Elevator, Inc						

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
	05-400-440-0410-6300		25.08	Elevator Service - Mar '19 03/01/2019 03/31/2019	791636	Maintenance/Service Contracts	N
89765	Minnesota Elevator, Inc		25.08	1 Transactions			
10948	MN Dept of Labor & Industry 05-400-440-0410-6300		16.00	Elevator Inspection 03/02/2019 03/02/2020	ALR0093688I	Maintenance/Service Contracts	N
10948	MN Dept of Labor & Industry		16.00	1 Transactions			
89081	North Ambulance Brainerd 05-400-401-0000-6809		1,800.00	Ambulance Runs - Feb '19		No. Memorial Ambulance-Aitkin	N
89081	North Ambulance Brainerd		1,800.00	1 Transactions			
88859	Spee*Dee-St Cloud 05-400-440-0410-6205		116.07	PH Service 02/04/2019 03/02/2019	3713768	Postage	N
88859	Spee*Dee-St Cloud		116.07	1 Transactions			
86235	The Office Shop Inc 05-400-440-0410-6231		16.00	Repair fax machine 02/05/2019	1058936-0	Services/Labor/Contracts	N
	05-400-440-0410-6405		3.20	Agency-Highlighters/Laminate 02/05/2019	1058949-0	Office Supplies	N
	05-400-440-0410-6405		3.34	Agency - Planner 02/11/2019	1058949-1	Office Supplies	N
	05-400-440-0410-6405		29.76	Agency - Fax toner 02/05/2019	1058976-0	Office Supplies	N
	05-400-440-0410-6405		6.67	Agency - Casters 02/07/2019	1059085-0	Office Supplies	N
	05-400-440-0410-6405		20.32	Agency - Toner/CB 02/11/2019	1059162-0	Office Supplies	N
	05-400-440-0410-6231		4.00	Repair shredder power cord 02/21/2019	1059655-0	Services/Labor/Contracts	N
	05-400-440-0410-6405		27.24	Agency-Pens/markers/highlighte 02/27/2019	1059903-0	Office Supplies	N
	05-400-440-0410-6405		12.24	Agency - #14 kraft envelopes 02/27/2019	1059906-0	Office Supplies	N
	05-400-440-0410-6450		30.40	Agency- Fax Machine 02/05/2019	303344-0	Small Equipment: Telephones,Chairs,	N

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Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
86235	The Office Shop Inc		153.17		10 Transactions		
10930	Tidholm Productions 05-400-440-0410-6405		32.07	Agency-#10 printed window env 03/13/2019	0477 8028	Office Supplies	Y
	05-400-440-0410-6405		39.45	Agency-#10 printed security en 03/13/2019	0478 8026	Office Supplies	Y
	05-400-440-0410-6405		36.09	Agency-#9 printed envelope 03/13/2019	0479 8027	Office Supplies	Y
10930	Tidholm Productions		107.61		3 Transactions		
6097	Verizon Wireless 05-400-410-0413-6250		47.24	WIC - Monthly phone charge 03/02/2019 04/01/2019	9825218718	Telephone	N
	05-400-410-0413-6402		20.02	WIC MIFI air card 03/02/2019 04/01/2019	9825218718	Computer/Technology Supplies	N
	05-400-440-0410-6250		12.48	Agency Data Bundle Mo Charge 03/02/2019 04/01/2019	9825218718	Telephone	N
	05-400-440-0410-6250		8.06	DIR - Monthly phone charge 03/02/2019 04/01/2019	9825218718	Telephone	N
6097	Verizon Wireless		87.80		4 Transactions		
400	DEPT Total:		2,328.32	Public Health Department	9 Vendors	23 Transactions	
420	DEPT			Income Maintenance			
10855	Culligan 05-420-600-4800-6301		42.69	Cooler Rental Service 03/01/2019 03/31/2019	150-10016285-1	Equipment Lease/Space Rental	N
10855	Culligan		42.69		1 Transactions		
2340	Hyytinen Hardware Hank 05-420-600-4800-6405		4.08	Agency-Picture hangers/anchors 02/28/2019 02/28/2019	1508413	Office Supplies	N
2340	Hyytinen Hardware Hank		4.08		1 Transactions		
89765	Minnesota Elevator, Inc 05-420-600-4800-6300		51.96	Elevator Service - Mar '19 03/01/2019 03/31/2019	791636	Maintenance/Service Contracts	N

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
89765	Minnesota Elevator, Inc		51.96		1 Transactions		
10948	MN Dept of Labor & Industry 05-420-600-4800-6300		33.00	Elevator Inspection 03/02/2019 03/02/2020	ALR0093688I	Maintenance/Service Contracts	N
10948	MN Dept of Labor & Industry		33.00		1 Transactions		
88859	Spee*Dee-St Cloud 05-420-600-4800-6205		61.20	IM Service 02/04/2019 03/02/2019	3713768	Postage	N
88859	Spee*Dee-St Cloud		61.20		1 Transactions		
86235	The Office Shop Inc 05-420-600-4800-6231		33.00	Repair fax machine 02/05/2019	1058936-0	Services/Labor/Contracts	N
	05-420-600-4800-6405		6.59	Agency-Highlighters/Laminate 02/05/2019	1058949-0	Office Supplies	N
	05-420-600-4800-6405		6.88	Agency - Planner 02/11/2019	1058949-1	Office Supplies	N
	05-420-600-4800-6405		61.37	Agency - Fax toner 02/05/2019	1058976-0	Office Supplies	N
	05-420-600-4800-6405		13.76	Agency - Casters 02/07/2019	1059085-0	Office Supplies	N
	05-420-600-4800-6405		41.91	Agency - Toner/CB 02/11/2019	1059162-0	Office Supplies	N
	05-420-640-4800-6405		3.32	CS - Labels 02/11/2019	1059162-0	Office Supplies	N
	05-420-600-4800-6405		92.99	IM - Fax toner 02/20/2019	1059597-0	Office Supplies	N
	05-420-600-4800-6231		8.25	Repair shredder power cord 02/21/2019	1059655-0	Services/Labor/Contracts	N
	05-420-600-4800-6405		56.18	Agency-Pens/markers/highlighte 02/27/2019	1059903-0	Office Supplies	N
	05-420-600-4800-6405		25.24	Agency - #14 kraft envelopes 02/27/2019	1059906-0	Office Supplies	N
	05-420-600-4800-6450		82.05	IM - Chair mat/stapler 02/28/2019	1059988-0	Small Equipment: Telephones,Chairs,	N
	05-420-600-4800-6450		62.70	Agency- Fax Machine 02/05/2019	303344-0	Small Equipment: Telephones,Chairs,	N

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86235	The Office Shop Inc		494.24				
				13 Transactions			
10930	Tidholm Productions 05-420-600-4800-6405		66.13	Agency-#10 printed window env 03/13/2019	0477 8028	Office Supplies	Y
	05-420-600-4800-6405		81.38	Agency-#10 printed security en 03/13/2019	0478 8026	Office Supplies	Y
	05-420-600-4800-6405		74.45	Agency-#9 printed envelope 03/13/2019	0479 8027	Office Supplies	Y
10930	Tidholm Productions		221.96	3 Transactions			
6097	Verizon Wireless 05-420-600-4800-6250		25.74	Agency Data Bundle Mo Charge 03/02/2019 04/01/2019	9825218718	Telephone	N
	05-420-600-4800-6250		16.63	DIR - Monthly phone charge 03/02/2019 04/01/2019	9825218718	Telephone	N
	05-420-640-4800-6402		26.02	CS MIFI air card 03/02/2019 04/01/2019	9825218718	Computer/Technology Supplies	N
6097	Verizon Wireless		68.39	3 Transactions			
420	DEPT Total:		977.52	Income Maintenance	8 Vendors	24 Transactions	
430	DEPT			Social Services			
10855	Culligan 05-430-700-4800-6301		64.77	Cooler Rental Service 03/01/2019 03/31/2019	150-10016285-1	Equipment Lease/Space Rental	N
10855	Culligan		64.77	1 Transactions			
2340	Hyytinen Hardware Hank 05-430-700-4800-6405		6.30	Agency-Picture hangers/anchors 02/28/2019 02/28/2019	1508413	Office Supplies	N
2340	Hyytinen Hardware Hank		6.30	1 Transactions			
89765	Minnesota Elevator, Inc 05-430-700-4800-6300		78.83	Elevator Service - Mar '19 03/01/2019 03/31/2019	791636	Maintenance/Service Contracts	N
89765	Minnesota Elevator, Inc		78.83	1 Transactions			
10948	MN Dept of Labor & Industry						

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		05-430-700-4800-6300			51.00	Elevator Inspection	03/02/2019 03/02/2020	ALR0093688I		Maintenance/Service Contracts	N	
10948	MN Dept of Labor & Industry				51.00		1 Transactions					
86177	Sheriff Aitkin County	05-430-700-4800-6231			60.00	RR Detox	03/01/2019	C1900091		Services/Labor/Contracts	N	
86177	Sheriff Aitkin County				60.00		1 Transactions					
86235	The Office Shop Inc	05-430-700-4800-6231			51.00	Repair fax machine	02/05/2019	1058936-0		Services/Labor/Contracts	N	
		05-430-700-4800-6405			10.19	Agency-Highlighters/Laminate	02/05/2019	1058949-0		Office Supplies	N	
		05-430-700-4800-6405			13.00	SS - 2 Pocket folders	02/05/2019	1058949-0		Office Supplies	N	
		05-430-700-4800-6405			10.63	Agency - Planner	02/11/2019	1058949-1		Office Supplies	N	
		05-430-700-4800-6405			94.85	Agency - Fax toner	02/05/2019	1058976-0		Office Supplies	N	
		05-430-700-4800-6405			21.27	Agency - Casters	02/07/2019	1059085-0		Office Supplies	N	
		05-430-700-4800-6405			64.77	Agency - Toner/CB	02/11/2019	1059162-0		Office Supplies	N	
		05-430-700-4800-6405			12.13	HCBS-2 pocket folders	02/21/2019	1059597-1		Office Supplies	N	
		05-430-700-4800-6231			12.75	Repair shredder power cord	02/21/2019	1059655-0		Services/Labor/Contracts	N	
		05-430-700-4800-6405			51.86	HCBS-9x12 envelopes	02/25/2019	1059815-0		Office Supplies	N	
		05-430-700-4800-6405			86.82	Agency-Pens/markers/highlighte	02/27/2019	1059903-0		Office Supplies	N	
		05-430-700-4800-6405			39.00	Agency - #14 kraft envelopes	02/27/2019	1059906-0		Office Supplies	N	
		05-430-700-4800-6450			96.89	Agency- Fax Machine	02/05/2019	303344-0		Small Equipment: Telephones,Chairs,	N	
86235	The Office Shop Inc				565.16		13 Transactions					
10930	Tidholm Productions											

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
	05-430-700-4800-6405		102.20 Agency-#10 printed window env 03/13/2019	0477 8028	Office Supplies	Y
	05-430-700-4800-6405		125.77 Agency-#10 printed security en 03/13/2019	0478 8026	Office Supplies	Y
	05-430-700-4800-6405		115.06 Agency-#9 printed envelope 03/13/2019	0479 8027	Office Supplies	Y
10930	Tidholm Productions		343.03		3 Transactions	
6097	Verizon Wireless					
	05-430-700-4800-6250		39.78 Agency Data Bundle Mo Charge 03/02/2019 04/01/2019	9825218718	Telephone	N
	05-430-700-4800-6250		25.70 DIR - Monthly phone charge 03/02/2019 04/01/2019	9825218718	Telephone	N
	05-430-700-4800-6250		42.06 SS - Monthly phone charge 03/02/2019 04/01/2019	9825218718	Telephone	N
6097	Verizon Wireless		107.54		3 Transactions	
430	DEPT Total:		1,276.63	Social Services	8 Vendors	24 Transactions
5	Fund Total:		4,624.89	Health & Human Services		75 Transactions

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Descripti</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
0	DEPT		Undesignated		
	4580 Mn Dept Of Finance				
	09-000-000-0000-2030		105.00 marriage license fees feb 2019		State Fees, Assessments & Surcharge: N
	4580 Mn Dept Of Finance		105.00	1 Transactions	
0	DEPT Total:		105.00 Undesignated	1 Vendors	1 Transactions
9	Fund Total:		105.00 State		1 Transactions

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
900	DEPT			Timber Permit Bonds			
10764	Pisarek/John 10-900-000-0000-2300		934.54	timber permit #13294		Timber Permit Bonds	N
10764	Pisarek/John		934.54	1 Transactions			
5791	Sappi 10-900-000-0000-2300		1,787.70	timber bond refund	13885	Timber Permit Bonds	N
5791	Sappi		1,787.70	1 Transactions			
900	DEPT Total:		2,722.24	Timber Permit Bonds	2 Vendors	2 Transactions	
921	DEPT			Co. Development			
12808	Gallagher Benefit Services, Inc. 10-921-000-0000-6231		350.00	evaluations	201901559	Services, Labor, Contracts	N
12808	Gallagher Benefit Services, Inc.		350.00	1 Transactions			
921	DEPT Total:		350.00	Co. Development	1 Vendors	1 Transactions	
923	DEPT			Forfeited Tax Sales			
195	Aitkin Tire Shop 10-923-000-0000-6590		280.00	tow max	58814	Repair & Maintenance Supplies	Y
195	Aitkin Tire Shop		280.00	1 Transactions			
10452	AT&T Mobility 10-923-000-0000-6254		115.81	cell phone charges		Utilities	N
10452	AT&T Mobility		115.81	1 Transactions			
86467	Auto Value Aitkin 10-923-000-0000-6590		6.09	red female 60val	40134889	Repair & Maintenance Supplies	N
86467	Auto Value Aitkin		6.09	1 Transactions			
13725	Beartooth True Value 10-923-000-0000-6406		158.00	hardware	acct 1009	Field Supplies	N
13725	Beartooth True Value		158.00	1 Transactions			
4641	Holiday Credit Office 10-923-000-0000-6511		354.18	fuel charges	1400000134961	Gas And Oil	N

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
4641	Holiday Credit Office		354.18		1 Transactions		
2340	Hyytinen Hardware Hank 10-923-000-0000-6406		6.94	clamps/strap	105815/1508427	Field Supplies	N
2340	Hyytinen Hardware Hank		6.94		1 Transactions		
10412	O'Reilly Auto Parts 10-923-000-0000-6590		84.66	parts	743996	Repair & Maintenance Supplies	N
10412	O'Reilly Auto Parts		84.66		1 Transactions		
4010	Rasley Oil Company 10-923-000-0000-6511		1,309.11	Feb Gas		Gas And Oil	N
4010	Rasley Oil Company		1,309.11		1 Transactions		
86235	The Office Shop Inc 10-923-000-0000-6405		7.36	office supplies	acct 108	Office Supplies	N
86235	The Office Shop Inc		7.36		1 Transactions		
923	DEPT Total:		2,322.15	Forfeited Tax Sales	9 Vendors	9 Transactions	
926	DEPT			Law Library			
5173	Thomson Reuters-West Publishing 10-926-000-0000-6408		1,348.00	west info charges	839870698	Law Books	N
	10-926-000-0000-6408		801.33	west complete library	839951320	Law Books	N
5173	Thomson Reuters-West Publishing		2,149.33		2 Transactions		
926	DEPT Total:		2,149.33	Law Library	1 Vendors	2 Transactions	
10	Fund Total:		7,543.72	Trust		14 Transactions	

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
924	DEPT			Forest Resource			
10452	AT&T Mobility 11-924-000-0000-6250		61.76	cell phone charges		Telephone	N
10452	AT&T Mobility		61.76		1 Transactions		
14742	Berg/James 11-924-000-0000-6330		22.04	nat res advisory comm		Transportation & Travel	N
	11-924-000-0000-6350		35.00	nat res advisory comm		Per Diem	N
14742	Berg/James		57.04		2 Transactions		
12526	Bixby/James 11-924-000-0000-6330		37.12	nat res advisory comm		Transportation & Travel	Y
	11-924-000-0000-6350		35.00	nat res advisory comm		Per Diem	Y
12526	Bixby/James		72.12		2 Transactions		
589	Blomberg/Judith 11-924-000-0000-6350		35.00	nat res advisory comm		Per Diem	Y
589	Blomberg/Judith		35.00		1 Transactions		
2270	Hoppe/Russell Peter 11-924-000-0000-6330		34.80	nat res comm meeting		Transportation & Travel	Y
	11-924-000-0000-6350		35.00	nat res comm meeting		Per Diem	Y
2270	Hoppe/Russell Peter		69.80		2 Transactions		
2448	Janzen/Carroll Mark 11-924-000-0000-6330		32.48	nat res comm meeting		Transportation & Travel	Y
	11-924-000-0000-6350		35.00	nat res comm meeting		Per Diem	Y
2448	Janzen/Carroll Mark		67.48		2 Transactions		
5784	Lake/Robert 11-924-000-0000-6330		16.24	nat res comm meeting		Transportation & Travel	Y
	11-924-000-0000-6350		35.00	nat res comm meeting		Per Diem	Y
5784	Lake/Robert		51.24		2 Transactions		
11990	Lange/David 11-924-000-0000-6330		38.86	nat res comm meeting		Transportation & Travel	Y
	11-924-000-0000-6350		35.00	nat res comm meeting		Per Diem	Y
11990	Lange/David		73.86		2 Transactions		

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
12512	MARCUM/ROBERT 11-924-000-0000-6330 11-924-000-0000-6350		27.84 35.00	nat res comm meeting nat res comm meeting		Transportation & Travel Per Diem	Y Y
12512	MARCUM/ROBERT		62.84	2 Transactions			
924	DEPT Total:		551.14	Forest Resource	9 Vendors	16 Transactions	
925	DEPT			Resource Management			
1701	Forestry Suppliers Inc 11-925-000-0000-6406		552.19	supplies	32557	Field Supplies	N
1701	Forestry Suppliers Inc		552.19	1 Transactions			
13234	Western EcoSystems Technology, Inc. 11-925-000-0000-6231		5,685.00	conservation plan/bat surveys	63914/63752	Services, Labor, Contracts	N
13234	Western EcoSystems Technology, Inc.		5,685.00	1 Transactions			
925	DEPT Total:		6,237.19	Resource Management	2 Vendors	2 Transactions	
939	DEPT			County Surveyor			
6097	Verizon Wireless 11-939-000-0000-6250		4.24	cell service	9825254068	Telephone	N
6097	Verizon Wireless		4.24	1 Transactions			
939	DEPT Total:		4.24	County Surveyor	1 Vendors	1 Transactions	
11	Fund Total:		6,792.57	Forest Development		19 Transactions	

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Descripti</u>	<u>1099</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
0	DEPT			Undesignated		
	1010 City Of Aitkin					
	12-000-000-0000-2280		1,914.29	SA collected on parcel		Prepaid Property Taxes N
	1010 City Of Aitkin		1,914.29	1 Transactions		
	175 City Of Mcgregor					
	12-000-000-0000-2280		4,448.30	SA collected on parcel		Prepaid Property Taxes N
	175 City Of Mcgregor		4,448.30	1 Transactions		
0	DEPT Total:		6,362.59	Undesignated	2 Vendors	2 Transactions
12	Fund Total:		6,362.59	Agency		2 Transactions

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Descripti</u>	<u>1099</u>
<u>No.</u> <u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
451 DEPT			Collaborative-Hill City School		
88401 Hill City Public Schools					
15-451-000-0000-6231		15,000.00	18-'19 LCTS Allocation		Hill City School Services N
88401 Hill City Public Schools		15,000.00	1 Transactions		
451 DEPT Total:		15,000.00	Collaborative-Hill City School	1 Vendors	1 Transactions
15 Fund Total:		15,000.00	Aitkin County Collaborative		1 Transactions

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
521	DEPT			LLCC Administration			
8622	Frontier 19-521-000-0000-6250		466.45	long distance	2187684653	Telephone	N
8622	Frontier		466.45	1 Transactions			
2763	J & H Transfer Station-Lakes Sanitary 19-521-000-0000-6255		105.30	garbage service	150691	Garbage	Y
2763	J & H Transfer Station-Lakes Sanitary		105.30	1 Transactions			
5892	McGregor Printing & Graphics, Inc 19-521-000-0000-6230		315.00	program brochures	195150	Printing, Publ & Adv Promotion	N
5892	McGregor Printing & Graphics, Inc		315.00	1 Transactions			
3160	Mille Lacs Energy Coop-Albert Lea 19-521-000-0000-6254		2,446.82	LLCC Electric		Utilities	N
3160	Mille Lacs Energy Coop-Albert Lea		2,446.82	1 Transactions			
521	DEPT Total:		3,333.57	LLCC Administration	4 Vendors	4 Transactions	
523	DEPT			LLCC Food			
5662	McGregor Dairy, Inc 19-523-000-0000-6418		1,020.07	groceries 29255/29352/29383	29422	Groceries-Students	N
5662	McGregor Dairy, Inc		1,020.07	1 Transactions			
4761	Sysco Minnesota Inc 19-523-000-0000-6418		1,907.63	groceries inv 153484853	153468425	Groceries-Students	N
	19-523-000-0000-6420		115.43	groceries inv 153484853	153468425	Food Service Supplies	N
4761	Sysco Minnesota Inc		2,023.06	2 Transactions			
4968	Upper Lakes Foods, Inc 19-523-000-0000-6418		3,122.73	groceries	ACCT 306198	Groceries-Students	N
	19-523-000-0000-6420		247.02	groceries	ACCT 306198	Food Service Supplies	N
4968	Upper Lakes Foods, Inc		3,369.75	2 Transactions			
523	DEPT Total:		6,412.88	LLCC Food	3 Vendors	5 Transactions	
524	DEPT			LLCC Maintenance			
86467	Auto Value Aitkin						

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
	19-524-000-0000-6302		22.43	plow truck parts	40132367	Vehicle Maintenance	N
86467	Auto Value Aitkin		22.43	1 Transactions			
13725	Beartooth True Value						
	19-524-000-0000-6302		6.29	atv plow spring	acct 1075	Vehicle Maintenance	N
	19-524-000-0000-6422		102.94	parts	acct 1075	Janitorial Services/Supplies	N
13725	Beartooth True Value		109.23	2 Transactions			
3760	Palisade Cooperative Oil Assoc						
	19-524-000-0000-6511		34.31	fuel splitter atv	422651	Gas And Oil	N
3760	Palisade Cooperative Oil Assoc		34.31	1 Transactions			
4010	Rasley Oil Company						
	19-524-000-0000-6511		222.48	Fuel Charges	LONGLAKES	Gas And Oil	N
4010	Rasley Oil Company		222.48	1 Transactions			
13934	Tire Barn						
	19-524-000-0000-6422		5.99	tube for tire	19727	Janitorial Services/Supplies	N
13934	Tire Barn		5.99	1 Transactions			
524	DEPT Total:		394.44	LLCC Maintenance	5 Vendors	6 Transactions	
19	Fund Total:		10,140.89	Long Lake Conservation Center		15 Transactions	

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
520	DEPT			Parks			
10452	AT&T Mobility 21-520-000-0000-6250		38.60	cell phone charges		Telephone	N
10452	AT&T Mobility		38.60		1 Transactions		
7525	Hometown Bldg Supply 21-520-000-0000-6406		25.50	concrete block	a1203	Field Supplies	N
7525	Hometown Bldg Supply		25.50		1 Transactions		
2340	Hyytinen Hardware Hank 21-520-000-0000-6406		8.97		1508032	Field Supplies	N
2340	Hyytinen Hardware Hank		8.97		1 Transactions		
9692	Minnesota Energy Resources Corporation 21-520-000-0000-6254		544.29	heating gas	0502544561-001	Utilities	N
9692	Minnesota Energy Resources Corporation		544.29		1 Transactions		
10906	Shipp/Dale 21-520-000-0000-6330		18.56	nat res comm meeting		Transportation & Travel	Y
	21-520-000-0000-6350		35.00	nat res comm meeting		Per Diem	Y
10906	Shipp/Dale		53.56		2 Transactions		
90805	Temco 21-520-000-0000-6590		62.00	metal	23634	Repair & Maintenance Supplies	Y
90805	Temco		62.00		1 Transactions		
4927	Turnock/Franklin Allen 21-520-000-0000-6330		34.80	nat res comm meeting		Transportation & Travel	Y
	21-520-000-0000-6350		35.00	nat res comm meeting		Per Diem	Y
4927	Turnock/Franklin Allen		69.80		2 Transactions		
10017	Tveit/Galen 21-520-000-0000-6330		20.88	nat res comm meeting		Transportation & Travel	Y
	21-520-000-0000-6350		35.00	nat res comm meeting		Per Diem	Y
10017	Tveit/Galen		55.88		2 Transactions		
12065	Warnest/Timothy 21-520-000-0000-6330		36.54	nat res comm meeting		Transportation & Travel	Y
	21-520-000-0000-6350		35.00	nat res comm meeting		Per Diem	Y

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
12065	Warnest/Timothy		71.54	2 Transactions		
520	DEPT Total:		930.14	Parks	9 Vendors	13 Transactions
21	Fund Total:		930.14	Parks		13 Transactions
	Final Total:		197,962.55	249 Vendors	392 Transactions	

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	103,334.20	General Fund
3	43,128.55	Road & Bridge
5	4,624.89	Health & Human Services
9	105.00	State
10	7,543.72	Trust
11	6,792.57	Forest Development
12	6,362.59	Agency
15	15,000.00	Aitkin County Collaborative
19	10,140.89	Long Lake Conservation Center
21	930.14	Parks
All Funds	197,962.55	Total

Approved by,

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Print List in Order By: 2 1 - Fund (Page Break by Fund) Page Break By: 1 1 - Page Break by Fund
2 - Department (Totals by Dept) 2 - Page Break by Dept
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas N

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Descripti</u>	<u>1099</u>
	<u>No. Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
307	DEPT			R&B Capital Infrastructure			
	10891 Roth Construction						
	03-307-000-0000-6262		6,481.39	Contract Partial Payment No. 2		Contract Payments	Y
	10891 Roth Construction		6,481.39	1 Transactions			
307	DEPT Total:		6,481.39	R&B Capital Infrastructure	1 Vendors	1 Transactions	
3	Fund Total:		6,481.39	Road & Bridge		1 Transactions	

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
0	DEPT		Undesignated			
1091	Commissioner Of Revenue 09-000-000-0000-2044		3,572.73	2018 SM 20% Share		20% Severed Mineral Tax N
1091	Commissioner Of Revenue		3,572.73	1 Transactions		
4580	Mn Dept Of Finance 09-000-000-0000-2051		448.96	2018 Tiff Admin Fee		State Share Of Tif Tax N
4580	Mn Dept Of Finance		448.96	1 Transactions		
0	DEPT Total:		4,021.69	Undesignated	2 Vendors	2 Transactions
9	Fund Total:		4,021.69	State		2 Transactions

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
930	DEPT 90081 ARDC 12-930-000-0000-6801		49,574.72	ARDC 2018 Share		Apportionments	N
	90081 ARDC		49,574.72		1 Transactions		
930	DEPT Total:		49,574.72	ARDC	1 Vendors	1 Transactions	
931	DEPT 5838 Nw Carlton Co Ambulance District 12-931-162-0000-2045		1,583.42	Towns 2018 Amb District Levy		Nw Carlton Co Ambulance District	N
	5838 Nw Carlton Co Ambulance District		1,583.42		1 Transactions		
931	DEPT Total:		1,583.42	Towns	1 Vendors	1 Transactions	
12	Fund Total:		51,158.14	Agency		2 Transactions	

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Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
949	DEPT			Courthouse Addition			
13725	Beartooth True Value 14-949-000-0000-6231		46.96	Aitkin County Gov't Center	A70488	Services, Labor, Contracts	N
	14-949-000-0000-6231		21.35	Aitkin County Gov't Center	B80672	Services, Labor, Contracts	N
13725	Beartooth True Value		68.31	2 Transactions			
14044	Boarman Kroos Vogel Group Inc 14-949-000-0000-6231		8,970.00	Aitkin County Gov't Center	49650 fee	Services, Labor, Contracts	N
	14-949-000-0000-6231		364.33	Aitkin County Gov't Center	49650 reim	Services, Labor, Contracts	N
14044	Boarman Kroos Vogel Group Inc		9,334.33	2 Transactions			
13545	Contegrity Group, Inc. 14-949-000-0000-6231		7,858.34	Aitkin County Gov't Center	2019027	Services, Labor, Contracts	N
	14-949-000-0000-6231		18,920.08	Aitkin County Gov't Center	2019208	Services, Labor, Contracts	N
13545	Contegrity Group, Inc.		26,778.42	2 Transactions			
10855	Culligan 14-949-000-0000-6231		228.20	Aitkin County Gov't Center	150-10046118-8	Services, Labor, Contracts	N
	14-949-000-0000-6231		21.00	Aitkin County Gov't Center	15010046092-5	Services, Labor, Contracts	N
10855	Culligan		249.20	2 Transactions			
12150	Eagle Construction Inc. 14-949-000-0000-6231		4,936.00	Aitkin County Gov't Center	cut flooring	Services, Labor, Contracts	N
12150	Eagle Construction Inc.		4,936.00	1 Transactions			
9969	Fransen Decorating 14-949-000-0000-6231		6,708.82	Aitkin County Gov't Center	1	Services, Labor, Contracts	N
9969	Fransen Decorating		6,708.82	1 Transactions			
1754	Garrison Disposal Company, Inc 14-949-000-0000-6231		1,130.00	Aitkin County Gov't Center	76874	Services, Labor, Contracts	N
1754	Garrison Disposal Company, Inc		1,130.00	1 Transactions			
5845	Goble Portable Toilets 14-949-000-0000-6231		280.00	Aitkin County Gov't Center	11619	Services, Labor, Contracts	N
5845	Goble Portable Toilets		280.00	1 Transactions			
8803	Gopher State Contractors Inc 14-949-000-0000-6231		16,362.04	Aitkin County Gov't Center	3	Services, Labor, Contracts	N

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
8803	Gopher State Contractors Inc		16,362.04		1 Transactions		
15071	Heater Rental Services						
	14-949-000-0000-6231		1,620.00	Aitkin County Gov't Center	13752B	Services, Labor, Contracts	N
	14-949-000-0000-6231		2,648.89	Aitkin County Gov't Center	14348	Services, Labor, Contracts	N
15071	Heater Rental Services		4,268.89		2 Transactions		
14958	Holden Electric Co.						
	14-949-000-0000-6231		283,767.85	Aitkin County Gov't Center	9	Services, Labor, Contracts	N
14958	Holden Electric Co.		283,767.85		1 Transactions		
7525	Hometown Bldg Supply						
	14-949-000-0000-6231		126.60	Aitkin County Gov't Center	20388	Services, Labor, Contracts	N
	14-949-000-0000-6231		51.60	Aitkin County Gov't Center	20444	Services, Labor, Contracts	N
7525	Hometown Bldg Supply		178.20		2 Transactions		
11889	Honeywell International Inc.						
	14-949-000-0000-6231		5,320.00	Aitkin County Gov't Center	3	Services, Labor, Contracts	N
11889	Honeywell International Inc.		5,320.00		1 Transactions		
15004	LVC (Low Voltage Contractors)						
	14-949-000-0000-6231		37,715.00	Aitkin County Gov't Center	3	Services, Labor, Contracts	N
15004	LVC (Low Voltage Contractors)		37,715.00		1 Transactions		
14926	Masters Plumbing Heating & Cooling LLC						
	14-949-000-0000-6231		59,186.90	Aitkin County Gov't Center	10	Services, Labor, Contracts	Y
14926	Masters Plumbing Heating & Cooling LLC		59,186.90		1 Transactions		
3532	Nelson Lawn & Landscaping						
	14-949-000-0000-6231		1,863.75	Aitkin County Gov't Center	1366	Services, Labor, Contracts	Y
3532	Nelson Lawn & Landscaping		1,863.75		1 Transactions		
3950	Public Utilities						
	14-949-000-0000-6231		1,613.89	Aitkin County Gov't Center	25 jan 19	Services, Labor, Contracts	N
3950	Public Utilities		1,613.89		1 Transactions		
4777	Thelen Heating & Roofing Inc						
	14-949-000-0000-6231		184,690.45	Aitkin County Gov't Center	4	Services, Labor, Contracts	N

JKK1
 3/11/19 4:31PM
 14 Capital Project

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Descripti	1099
						Service Dates	Paid On Bhf #	On Behalf of Name	
4777	Thelen Heating & Roofing Inc				184,690.45		1 Transactions		
14927	Thurnbeck Steel Fabrication, Inc.	14-949-000-0000-6231			16,804.05	Aitkin County Gov't Center	8	Services, Labor, Contracts	N
14927	Thurnbeck Steel Fabrication, Inc.				16,804.05		1 Transactions		
949	DEPT Total:				661,256.10	Courthouse Addition	19 Vendors	25 Transactions	
14	Fund Total:				661,256.10	Capital Project		25 Transactions	
	Final Total:				722,917.32	24 Vendors	30 Transactions		

Aitkin County

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	3	6,481.39	Road & Bridge
	9	4,021.69	State
	12	51,158.14	Agency
	14	661,256.10	Capital Project
	All Funds	722,917.32	Total

Approved by,

.....

.....



Board of County Commissioners Agenda Request

3A
Agenda Item #

Requested Meeting Date: March 26, 2019

Title of Item: Set Public Hearing for Food and Lodging Ordinance Revisions

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input checked="" type="checkbox"/> Hold Public Hearing*
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Submitted by: Terry Neff, Environmental Services Director	Department: Environmental Services
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Presenter (Name and Title): Terry Neff, Environmental Services Director	Estimated Time Needed: 10 minutes
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Summary of Issue:

The Minnesota Department of Health has updated the state food code and it is necessary that we update our Food Protection Ordinance to be in compliance.

The Lodging Establishments Ordinance is being proposed for amendment to update definitions, address regulations in the fire code and remove language regarding assisted living as per change in statute.

Set a public hearing date to take public comments on the two above mentioned ordinances.

Alternatives, Options, Effects on Others/Comments:

The alternative would be to continue administering outdated ordinances, which would likely result in problems with our delegation agreement with the Department of Health.

Recommended Action/Motion:

Approve setting a public hearing date for May 14, 2019, to hear public comments on the proposed amendments to the Food Protection Ordinance and Lodging Establishments Ordinance.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*

Cost would be for publication of the proposed amendments which should be less than \$500.00

April 24 and May 8, 2019

NOTICE OF HEARING

The Aitkin County Board of Commissioners will hold a public hearing on the adoption of amendments to the Aitkin County Food Protection and Lodging Establishment Ordinances. The hearing will be conducted on May 14, 2019 at 9:30am in the Aitkin City Hall meeting room located at 109 1st Ave NW, Aitkin, MN 56431.

The Aitkin County Board has entered into a Delegation Agreement with the Minnesota Department of Health based on MN Statutes Section 145A.07. Through this delegation of authority, the Aitkin County Board has been charged with protecting the public health as outlined under MN Statutes Chapters 144, 157, and 327. The Food Protection and Lodging Establishment Ordinances are being updated to maintain consistency with Statute and Rule as required in the Scope of the Delegation Agreement.

A summary of the areas for proposed changes within the Food Protection Ordinance are:

SECTIONS 2.00 SCOPE; 4.00 DEFINITIONS; 5.00 ADOPTION OF FOOD AND BEVERAGE ESTABLISHMENT STANDARDS; 6.00 LICENSING; 7.00 INSPECTIONS; 10.00 SOLID WASTE; adding Section 11.00 HANDWASH SINK REQUIREMENTS and SECTION 12.00 FOOD AND BEVERAGE EQUIPMENT REQUIREMENTS, and renumbering in SECTIONS 13.00 thru 17.00.

Proposed changes within the Lodging Ordinance are:

SECTIONS 2.00 SCOPE; 4.00 DEFINITIONS; 5.00 GENERAL REQUIREMENTS; 14.00 FIRE PROTECTION; eliminate SECTION 20.00 PROVISION OF SPECIAL SERVICES; SECTION 21 VARIANCES and renumbering in SECTIONS 20.00 thru 23.00.

Language that is proposed for deletion is in ~~strikethrough~~ and proposed new language is in red.

Copies of these Ordinances with the proposed amendments are available for review and inspection at the Aitkin County Planning and Zoning Office and the Aitkin County Auditor's Office in the Aitkin County Courthouse during regular business hours. A copy with proposed amendments can also be viewed in their entirety on the Aitkin County website at www.co.aitkin.mn.us. Comments can be submitted in writing to the Aitkin County Planning and Zoning Office 209 2nd St NW, Aitkin, MN 56431, by fax# (218) 927-4372, or by e-mail to aitkinpz@co.aitkin.mn.us before 4:30pm on May 10, 2019. Please include a full name and a complete address with all correspondence.

AITKIN COUNTY ORDINANCE REGULATING LODGING ESTABLISHMENTS

SECTION 1.00 PURPOSE.

The purpose of this ordinance is to establish standards for all lodging establishments and to protect the health, safety and general welfare of the people of Aitkin County.

SECTION 2.00 SCOPE.

This ordinance shall provide for the licensing and inspection of all lodging establishments; regulation of the design, construction, operation and maintenance of such establishments; and the enforcement of violations of this ordinance.

This ordinance shall be applicable to all lodging establishments, such as hotels, motels, lodging houses, bed and breakfasts, ~~vacation/private home rentals~~ and resorts as defined in ~~this ordinance~~ or Minnesota Statutes Chapters 157 and 327, and Rule 4625.

SECTION 3.00 AUTHORITY.

This ordinance is adopted by the Board pursuant to Minnesota Statutes Chapter ~~157A.05-157~~ and Rule 145A.07 which authorizes the Commissioner of Health to enter into a delegation agreement with counties or cities organized under the provisions of to perform all or part of the licensing, inspection and enforcement duties.

SECTION 4.00 DEFINITIONS.

For the purpose of this ordinance, the following words shall have the following meanings:

- 4.01 Approved.** "Approved" shall mean acceptable to the Department as determined by conformance to applicable standards and good public health practices.
- 4.02 Bed and Breakfast.** ~~"Bed & Breakfast" are owner-occupied establishments which offer lodging and breakfast, without a limitation on the number of rooms offered.~~ shall mean an eating and lodging establishment that is the owner's personal residence, is occupied by the owner at the time of rental and in which guests are only provided with a breakfast meal. ~~If breakfast is offered to more than 10 persons, a commercial kitchen is required.~~
- 4.03 Boarding House.** "Boarding House" shall mean a lodging establishment maintained as, or advertised as, or held out to be an enclosure where meals or lunches are furnished to five or more regular boarders, whether with or without sleeping accommodations, for periods of one week or more.
- 4.04 Clean.** "Clean" shall mean the absence of dirt, grease, rubbish, garbage and other offensive, unsightly or extraneous matter.
- 4.05 Commercial Planned Unit Developments.** "Commercial Planned Unit Developments" shall mean land uses that provide transient, short-term lodging spaces, rooms, or parcels and their operations are essentially service-oriented. For example, hotel/motel accommodations, resorts, recreational vehicle and camping parks, and other service-oriented activities.
- 4.06 County.** "County" shall mean the County of Aitkin.
- 4.07 County Board.** "County Board" shall mean the Aitkin County Board of Commissioners and its authorized representatives.
- 4.08 Deck.** "Deck" means a horizontal, unenclosed platform with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site and at any point the deck surface extends more than ~~30~~ **six (6)** inches above ground.

- 4.09 Department.** "Department" shall mean the Aitkin County Environmental Services Department and its authorized representatives.
- 4.10 Good Repair.** "Good Repair" shall mean free of corrosion, breaks, cracks, chips, pitting, excessive wear and tear, leaks, obstructions and similar defects so as to constitute a good and sound condition.
- 4.11 Hotel or Motel.** "Hotel or Motel" means a lodging structure maintained as, advertised as, or held out to be a place where sleeping accommodations are furnished to the public and furnishing accommodations for periods of less than one week.
- 4.12 Individual Sewage Treatment System.** "Individual Sewage Treatment System" shall mean a system as described and regulated in the Aitkin County Individual Sewage Treatment System and Wastewater Ordinance No. 1.
- 4.13 Landing.** "Landing" shall mean the top or bottom of a section of stairway, with or without railings.
- 4.14 Lodging Establishment.** "Lodging Establishment" shall mean a hotel, motel, lodging house, bed and breakfast, resort, ~~vacation/private home rental~~ or other establishment that meets the definition of Lodging Establishment as defined in Minn. Stat., Chapter 157.
- 4.15 Person.** "Person" shall mean any individual, firm, partnership, public or private corporation, municipality, or other organization, receiver, trustee, assignee or agent, and with respect to acts prohibited or required herein, shall include employees or licensees.
- ~~**4.16 Platform.** "Platform" shall mean a horizontal, unenclosed structure with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site and the platform surface extends less than 30 inches above ground.~~
- 4.16 Resort.** "Resort" means a lodging structure located on or near any lake, stream, skiing or hunting area, or any recreational area for convenient access, and held out to the public to be a place where sleeping accommodations are furnished to the public for recreational periods of one day, one week, or longer, and having for rent ~~three~~ five or more cottages, units or enclosures.
- ~~**4.17 Single Service Articles.** "Single Service Articles" shall mean tableware, utensils and other items such as bags, containers, stirrers, straws, toothpicks and wrappers, that are designed and constructed to be used one time by one person, after which they are intended to be discarded.~~
- 4.18 Usable Floor Space.** "Usable Floor Space" shall mean all floor space in a sleeping room not occupied by closets, toilet rooms, shower or bathrooms.
- ~~**4.19 Vacation/Private Home Rental.** "Vacation/Private Home Rental" means a single family dwelling and/or related structure that is rented out on a transient basis for a charge. A transient basis shall be any period of time less than thirty (30) consecutive days.~~

SECTION 5.00 GENERAL REQUIREMENTS.

- 5.01 Space.** Every room occupied for sleeping purposes by one person shall contain at least 70 sq. ft. of usable floor space, and every room occupied for sleeping purposes by more than one person shall contain not less than 60 sq. ft. of usable floor space for each occupant thereof. Under no circumstances shall there be provided less than 400 cu. ft. of air space per occupant. Beds shall be spaced at least 3 ft. apart when placed side by side. No sleeping quarters shall be provided in any basement having more than half its clear floor to ceiling height below the average grade of the adjoining ground. When strict compliance herewith is impracticable, the Department may waive any of the provisions of this paragraph subject to such conditions as may be deemed desirable in the individual case.

- 5.02 Bedding and Linen.** All beds, bunks, cots, and other sleeping places provided for guests in ~~lodging establishments hotels, motels, resorts and lodging houses~~ shall be supplied with suitable pillow slips and under and top sheets. All bedding including mattresses, quilts, blankets, pillows, sheets, spreads, and all bath linen shall be kept clean. No bedding including mattresses, quilts, blankets, pillows, bed and bath linen, shall be used that are worn out or unfit for further use. Pillow slips, sheets, and bath linen after being used by one guest shall be washed before they are used by another guest, a clean set being furnished each succeeding guest. For any guests occupying a guest room for an extended period of time, a fresh set of sheets and pillow slips shall be furnished at least once each week, and at least two clean towels shall be furnished each day, except that the proprietor will not be responsible for the sheets, towels, pillow slips, and bath linen furnished by a guest.
- 5.03 Room Furnishings.** All equipment, fixtures, furniture and furnishings, including windows, draperies, curtains and carpets, shall be kept clean and free of dust, dirt, vermin and other contaminants, and shall be maintained in good order and repair.
- 5.04 Toilets.** Every ~~lodging establishment hotel, motel and lodging house~~ shall be equipped with adequate and conveniently located water closets for the accommodation of its employees and guests. Water closets, lavatories and bathtubs or showers, shall be available on each floor when not provided in each individual room. Toilet, lavatory and bath facilities shall be provided in the ratio of one toilet and one lavatory for every ten occupants, or fraction thereof, and one bath tub or shower for every twenty occupants, or fraction thereof. Toilet rooms shall be well ventilated by natural or mechanical methods. The doors of all toilet rooms serving the public and employees shall be self-closing. Toilets and bathrooms shall be kept clean and in good repair and shall be well lighted and ventilated. Hand washing signs shall be posted in each toilet room used by employees. Every resort shall be equipped with adequate and convenient toilet facilities for its employees and guests. If privies are provided they shall be separate buildings and shall be constructed, equipped, and maintained in conformity with the standard of the Department and shall be kept clean.
- 5.05 Hand Washing.** All lavatories for public use or furnished in guestrooms shall be supplied with hot and cold running water and with soap. Scullery sinks should not be used as hand washing sinks.

Individual or other approved sanitary towels or warm-air dryers shall be provided at all lavatories for use by employees or the public.

5.06 Eating Utensils and Drinking Vessels Provided in Guestrooms.

- 5.061** After each usage, all multi-use eating utensils and drinking vessels shall be thoroughly washed in hot water containing a suitable soap or synthetic detergent, rinsed in clean water, and effectively subjected to a bactericidal process approved by the Department. Approved facilities for manual dishwashing shall consist of a three-compartment sink with stacking and drain boards at each end. All mechanical dishwashing machines ~~must be certified or classified for sanitation by an American National Standards Institute (ANSI) accredited certification program. shall conform to Standard Number 3 of the NSF International, dated 1996 and any subsequent revisions.~~
- 5.062** All dishes, glasses, utensils and equipment after washing and bactericidal treatment shall be permitted to drain and air dry.
- 5.063** Single service ~~articles utensils or vessels as defined in the Aitkin County Food Protection Ordinance~~ must be handled in a sanitary manner. Such ~~articles utensils may~~ shall not be reused.

- 5.07 Insect and Rodent Control.** Every ~~lodging establishment~~ ~~hotel, motel, lodging house and resort~~ shall be so constructed and equipped as to prevent the entrance, harborage or breeding of flies, roaches, bedbugs, rats, mice and all other insects and vermin, and specific means necessary for the elimination of such pests such as cleaning, renovation or fumigation shall be used. The Department may order the facility to hire an exterminator licensed by the state to exterminate pests when:
- 5.071** The infestation is so extensive that it is unlikely that a non-professional can eradicate the pests effectively, or
- 5.072** The extermination method of choice can only be carried out by a licensed exterminator, or
- 5.073** Upon reinspection, it is found that an establishment has not been brought into compliance with a prior order to rid the establishment of pests.
- 5.08 Personnel Health and Cleanliness.** No person shall resume work after visiting the toilet without first thoroughly washing their hands.
- Personnel of ~~lodging establishments~~ ~~hotels, motels, lodging houses and resorts~~ may be required to undergo medical examination to determine whether or not they are cases or carriers of a communicable disease.
- 5.09 Cleanliness of Premises.** The premises of all ~~lodging establishments~~ ~~hotels, motels, lodging houses, and resorts~~ shall be kept clean and free of litter or rubbish.
- 5.10 Food Service.** If food is served at a lodging establishment the food service is subject to all requirements of the Aitkin County Food Protection Ordinance.
- 5.11 Carbon Monoxide Alarms.** Carbon monoxide alarms must be provided as required per the 2015 Minnesota State Building Code MR1305.0908 and Minnesota Statutes 299F.50 and 299F.51.

SECTION 6.00 LICENSING.

- 6.01 License Required.** No person shall operate a lodging establishment within Aitkin County unless a license for the current year has been obtained pursuant to this ordinance.
- 6.02 Transfer and Display of License.** Only a person who complies with the requirements of this ordinance shall be entitled to receive a license. Licenses shall not be transferable as to person or place. All licenses obtained for a lodging establishment shall be conspicuously displayed.
- 6.03 License Fees.** Fees for licenses issued hereunder shall be those established by resolution of the County Board.
- 6.04 Application.** License application shall be made on forms furnished by the Department and shall set forth the general nature of the business, the location, and other information as the County Board may require. The issuance, maintenance, termination and administration of such licenses shall be in accordance with and subject to all conditions of the Aitkin County Administrative Procedure Ordinance relative to the general requirements for licenses in Aitkin County.

SECTION 7.00 INSPECTION.

- 7.01 Inspection Prior to Approval of Application.** Prior to approval of an application for a license for a new lodging establishment or an establishment that has not previously been licensed by Aitkin County or the Minnesota Department of Health, the Department shall inspect the proposed establishment to determine compliance with the requirements of this ordinance.

7.02 Inspection Frequency. The Department shall inspect every high-risk establishment at least once every 12 months; every medium-risk establishment at least once every 18 months; and all low-risk establishments at least once every two years.

High-risk, medium-risk and low-risk have the meaning given to them in Minn. Stat. Section 157.20.

7.03 Notification of Inspection Results. The Department shall notify the licensee in writing regarding the results of each inspection. The inspection report shall be delivered to the licensee or his authorized agent in person or by first class, certified or registered mail. A copy of the inspection report shall be filed with the records of the Department and the Licensee shall maintain a copy for at least three (3) years of the date of the last inspection

7.04 Removal and Correction of Violations. All licensees, owners, or operators of establishments having received a report giving notification of one or more violations of this ordinance shall correct or remove each violation in a reasonable length of time determined by the Department. The length of time for the correction or removal of each such violation shall be noted on the inspection report. The failure to remove or correct each such violation within the time period noted on the inspection report shall constitute a separate violation of this ordinance.

SECTION 8.00 CONSTRUCTION - PLAN REVIEW.

8.01 Plan Review. All persons who hereafter construct, remodel or convert buildings or facilities for use as lodging establishments, shall submit a complete set of plans and specifications to the Department for review and approval before construction, remodeling, or conversion shall begin. The plans and specifications shall show the layout; arrangement; mechanical, plumbing and electrical specifications; construction materials of work areas; and location, size and type of equipment and facilities. The plans must be drawn to scale and must be legible and complete in all details. Plumbing specifications must be submitted to the Minnesota Department of Labor and Industry.

8.02 Plan Approval. The Department shall review and approve or not approve the plans and specifications within 30 days of the time a complete set of plans and specifications are submitted. The Department shall notify the applicant, in writing, of the results of the review.

8.03. Plan Review Fees. The appropriate fee, as established by resolution of the County Board, shall be submitted at the time construction plans are submitted.

8.04 A city or town shall not issue a building permit for a lodging establishment or remodeling or alteration permit for such establishment until such plans have the approval of the Department.

8.05 Construction Inspection. The Department shall inspect the lodging establishment as frequently as it may deem necessary during construction to ensure that construction occurs in conformance with this ordinance.

8.06 Final Inspection. The Department shall conduct a final inspection prior to the start of operations and issuance of an approved license. The lodging establishment shall be constructed and finished in conformance with the approved plans.

8.07 Expansion.

8.071 An expansion, conversion or change of use of a lodging establishment shall be through a Conditional Use Permit through the Aitkin County Planning and Zoning Office. Expansions, conversions or changes in use within Shorelands of Aitkin County shall meet the requirements set forth in Section 8.0 (Commercial Planned Unit Development) of the Aitkin County Shoreland Ordinance.

8.072 A compliance inspection of all individual sewage treatment systems on the property shall be completed prior to acceptance of an application for a Conditional Use Permit. Any individual sewage treatment systems not in compliance shall be repaired, replaced or otherwise brought into compliance when the Conditional Use Permit is approved or as otherwise agreed upon, in writing, by the Department.

SECTION 9.00 BUILDING REQUIREMENTS.

- 9.01 Building Maintenance.** Every building, structure or enclosure used to provide lodging accommodations for the public shall be kept in good repair, and so maintained as to promote the health, comfort, safety and well-being of persons accommodated.
- 9.02 Floors.** The floors of all guestrooms, hallways, bathrooms, storerooms, and all other spaces used or traversed by guests shall be of such construction as to be easily cleaned, shall be smooth, and shall be kept clean and in good repair. Cleaning of floors shall be done as to minimize the raising of dust and the exposure of guests thereto. The requirements of this section shall not prevent the use of rugs, carpets or natural stone, which can be kept clean. Abrasive strips for safety purposes may be used wherever deemed necessary to prevent accidents.
- 9.03 Walls and Ceilings.** The walls and ceilings of all rooms, halls and stairways shall be kept clean and in good repair. Studs, joists or rafters shall not be left exposed except when suitably finished and kept clean.
- 9.04 Screening.** When flies, mosquitoes, and other insects are prevalent, all outside doors, windows and other outer openings shall be screened; provided that such screening shall not be required for rooms deemed by the Department to be located high enough in the upper stories of the building as to be free of such insects, or in such areas where other effective means are provided to prevent their entrance.
- 9.05 Lighting and Ventilation.** All rooms and areas used by patrons and guests and all other rooms or spaces in which lighting and ventilation, either natural or artificial, are essential to the efficiency of the business operation shall be well lighted and ventilated.

An area shall be considered well ventilated when excessive heat, odors, fumes, vapors, smoke or condensation is reduced to a negligible level and barely perceptible to the normal senses. During seasons when weather conditions require tempering of make-up air, adequate equipment shall be provided to temper the make-up air. Every gas-fired or oil-fired room heater and water heater shall be vented to the outside air.

SECTION 10.00 WATER SUPPLY.

- 10.01 Water Source.** A safe adequate supply shall be located, constructed and operated in accordance with Minn. Rules Chapter 4720 or Minn. Rules Chapter 4725.
- 10.02 Water Temperature.** The temperature of hot water that is provided in any public area or guestroom, including but not limited to lavatories, bathtubs or showers shall not exceed 130 degrees F (approximately 55 degrees C).

SECTION 11.00 REGISTRATIONS OF GUESTS.

- 11.01** Persons operating a lodging establishment, as defined in this Ordinance, furnishing overnight accommodations for transient guests shall provide and keep a guest register. Upon arrival, every guest shall provide the name and home address of all persons in their party, the make of the party's motor vehicle, vehicle registration number, the state the vehicle is registered and other identifying letters or characters appearing on the plate. Such registration shall be kept in an accurate and orderly manner and retained for one year.

11.02 Guest Registration. Every person, upon arriving at a lodging establishment applying for guest accommodations shall furnish the operator or other attendant in charge the information necessary to complete registration.

11.03 Registration Records, Inspection. The registration records shall be open to the inspection of all state and local law enforcement officers.

SECTION 12.00 SEWAGE DISPOSAL.

All sewage shall be managed in accordance with the Aitkin County Individual Sewage Treatment System and Wastewater Ordinance No. 1.

SECTION 13.00 SOLID WASTE.

13.01 Solid Waste. The storage, collection and disposal of refuse and garbage shall be in accordance with the Aitkin County Solid Waste Ordinance. All garbage, trash and refuse shall be removed from the premises frequently to prevent nuisance and unsightly conditions, and shall be disposed of in a sanitary manner. All garbage receptacles shall be kept clean and in good repair. All refuse and garbage storage shall be kept in fly-tight, watertight rodent-proof containers.

13.02 Open Burning. Burning of solid waste except at a licensed facility is prohibited.

SECTION 14.00 FIRE PROTECTION.

All fire protection measures shall be in accordance with requirements of Minnesota Statute, the State Fire Marshall Chapter 299F. ~~All lodging establishments shall provide suitable fire escapes, which shall be kept in good repair, and accessible at all times. Hallways shall be marked and exit lights provided; fire extinguishers shall be provided and shall be recharged annually and kept accessible for use. No sleeping quarters shall be maintained in rooms which do not have unobstructed egress to the outside or to a central hall leading to a fire escape. All fire protection measures shall be in accordance with requirements of the state fire marshal.~~

14.01 Fire Exits and Escapes. Suitable fire escapes and emergency exit routes must be provided, maintained in good repair and accessible at all times. Multi-unit dwellings must post signs indicating fire escapes and emergency exit routes and provide suitable exit lighting.

14.02 Fire Extinguishers. At least one easily accessible fire extinguisher per lodging establishment and no fewer than the number required by the state fire marshal must be provided. Fire extinguishers must be inspected annually by an approved extinguisher servicing company.

14.03 Egress Escape. No sleeping quarters shall be maintained in rooms which do not have unobstructed egress to the outside.

14.04 Smoke Alarm Installation. Smoke alarms must be installed as required in the Minnesota State Fire Code, adopted per Minnesota Statute 299F.011.

14.05 Smoke Alarm Replacement. Smoke alarms must be replaced as required in the Minnesota State Fire Code, adopted per Minnesota Statute 299F.011.

SECTION 15.00 PLUMBING.

All new plumbing in hotels, motels, lodging houses and resorts, and all plumbing reconstructed after January 1968 shall be designed, constructed and maintained in accordance with Minn. Rules, Chapter 4714 4715.

SECTION 16.00 SWIMMING POOLS.

All swimming pools and other artificial recreational bathing facilities shall be located, constructed and operated in conformity with Minn. Rules.

SECTION 17.00 SANITARY DISPENSING OF ICE.

Any lodging establishment which makes ice available in public areas, including but not limited to lobbies, hallways, and outdoor areas, shall restrict access to such ice in accordance with the following provisions:

- 17.01** After the effective date of this rule, any newly-constructed lodging establishment which installs ice-making equipment, and any existing lodging establishment which replaces its ice-making equipment, shall install only automatic dispensing, sanitary ice-making and storage equipment in areas that the public has access. Any such establishment may install open-type ice bins only if the ice therefrom is dispensed in the manner provided in Subsection 2.
- 17.02** After December 31, 1984, any existing lodging establishment which has not converted to automatic dispensing ice-making and storage equipment shall no longer permit unrestricted public access to open-type ice bins, and shall dispense ice to guests only by having employees give out prefilled, individual, sanitary containers of ice, or by making available prefilled, disposable, closed, bags of ice.

SECTION 18.00 ACCESSIBILITY.

All new establishments and any major remodeling or renovation of an existing establishment shall, when appropriate, bring the establishment into compliance with Minn. Rules Chapter 1341, cited as the Minnesota Accessibility Code.

SECTION 19.00 INDOOR AIR QUALITY.

The person in charge of a lodging establishment shall ensure that the requirements of the Minnesota Clean Indoor Act, Minn. Stat. Chapter 144 are met throughout the establishment.

~~**SECTION 20.00 PROVISION OF SPECIAL SERVICES.**~~

~~A boarding and lodging establishment or a lodging establishment that provides special services such as "Health Supervision Services" or "Supportive Services", as defined in Minn. Stat. Section 157.17, must obtain a license from Aitkin County. In addition, the applicant must register with the Commissioner of Health, on forms provided by the Minnesota Department of Health and comply with the provisions of Minn. Stat. Section 157.17.~~

~~This section does not prohibit the provision of health care services to residents of a board and lodging establishment by family members or the resident or by a registered or licensed home care agency employed by the resident.~~

SECTION 20.00 VARIANCE.

In any case where, upon application of responsible persons, the Department finds that by reason of exceptional circumstances the strict enforcement of Section 5.01, Section 5.04 and Section 9.03. and Section 14.00 except the last sentence, and Section 17.00 would cause undue hardship and would be unreasonable, impractical or not feasible, the Department in its discretion may permit a variance therefrom. The Department shall grant a variance only to these sections according to the procedures set forth in Minnesota Rules, Section 4625.2355.

Such variances may be reviewed periodically and rescinded or altered as necessary to protect the public health or eliminate nuisance conditions.

SECTION 21.00 ENFORCEMENT.

- 21.01 Misdemeanor.** Any person who violates a provision of this County ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished therefor as provided by law. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

21.02 Equitable Relief. In the event of a violation or a threat of violation of this ordinance, the County Attorney may take appropriate action to enforce this ordinance, including application of injunctive relief, action to compel performance, or other appropriate action in court, if necessary, to prevent, restrain, correct or abate such violations or threatened violations.

SECTION 22.00 SEVERABILITY.

If any provision or application of any provision of this ordinance is held invalid, that invalidity shall not affect other provisions or applications of this ordinance.

SECTION 23.00 EFFECTIVITY.

This ordinance shall be effective upon passage by the County Board and publication according to law.

AITKIN COUNTY FOOD PROTECTION ORDINANCE

SECTION 1.00 PURPOSE AND INTENT.

- 1.01 Purpose.** The purpose of this ordinance is to establish standards for food and beverage service establishments and to protect the health, safety and general welfare of the people of Aitkin County.
- 1.02 Intent.** The intent of this ordinance is to prevent foodborne illnesses; to correct and prevent conditions that may adversely affect the health and safety of persons utilizing food and beverage service establishments; to provide minimum standards for the design, construction, operation, and maintenance of food and beverage service establishments; and to meet consumer expectations of the quality and safety of food and beverage service establishments.

SECTION 2.00 SCOPE.

This ordinance shall provide for the Licensing and Inspection of all establishments providing food and beverage services; regulation of the design, construction, operation and maintenance of such establishments; and the enforcement of violations of this ordinance.

This ordinance shall be applicable to all food and beverage **service** establishments, such as restaurants, boarding houses and places of refreshments, as defined in Minn. Stat. Chapter 157 and this ordinance, and shall include temporary, **seasonal**, push cart **and mobile food unit** commissaries, taverns, bars, **food** caterers, clubs, lodges, eating facilities at resorts and youth camps, bed and breakfasts, schools, public buildings, day care facilities and churches, except as exempted in Minn. Stat. Section 157.22 and all other businesses and establishments where food or beverages are served.

SECTION 3.00 AUTHORITY.

This ordinance is adopted by the Board pursuant to Minnesota Statutes Chapter **157A.05 157** and Section 145A.07 which authorizes the Commissioner of Health to enter into a delegation agreement with counties or cities organized under the provisions of to perform all or part of the licensing, inspection and enforcement duties.

SECTION 4.00 DEFINITIONS.

For the purpose of this ordinance, the following words shall have the following meanings:

- 4.01 Bed and Breakfast.** "Bed and Breakfast" shall mean an eating and lodging establishment that is the owner's personal residence, is occupied by the owner at the time of rental and in which guests are only provided with a breakfast meal.
- 4.02 Commissary.** "Commissary" shall mean a licensed food and beverage service establishment where food is prepared, portioned, packaged or stored and where such food is intended for consumption at another establishment or place. It is also a place which is used as the base of operations for servicing, cleaning, supplying and maintaining food catering, mobile food units, push carts and seasonal food stands.
- 4.03 County Board.** "County Board" shall mean the Aitkin County Board of Commissioners and its authorized representatives.
- 4.04 Certified Food Protection Manager.** "Certified Food **Protection Manager**" means an individual who has a valid Minnesota Food **Protection Manager's** certification under Part 6.05.
- 4.05 Department.** "Department" shall mean the Aitkin County Environmental Services Department and its authorized representatives.

- 4.06 Food and Beverage Service Establishment.** "Food and Beverage Service Establishment" shall mean those establishments as defined in Minnesota Statutes Chapter 157 ~~and shall include drive-ins, bars, taverns, drive-in cafes, clubs, lodges, eating facilities at resorts, schools, group day care facilities, children's camps, fairs, circuses, carnivals, churches, and public buildings, except as exempted by Minnesota Statutes Section 157.22, and all other businesses and establishments where meals, lunches or beverages are served.~~ and shall include a building, structure, enclosure, or any part of a building, structure, or enclosure used as, maintained as, advertised as, or held out to be an operation that prepares, serves, or otherwise provides food or beverages, or both, for human consumption.
- 4.07 Food Catering.** "Food Catering" shall mean the preparation of food in a licensed food and beverage service establishment and may include the transportation of such food for service and consumption at some other site. A food establishment doing food catering is responsible for maintaining control of and ensuring the safety of the food from preparation to service to the consumer.
- 4.08 Mobile Food Unit.** "Mobile Food Unit" shall mean a vehicle-mounted food service establishment, or trailered, designed to be readily movable.
- 4.09 Person.** "Person" shall mean any individual, firm, partnership, public or private corporation, municipality or other organization, receiver, trustee, assignee or agent, and with respect to acts prohibited or required herein, shall include employees or licensees.
- 4.10 Push (FOOD) Cart.** "Push Cart" shall mean a non-self-propelled vehicle limited to serving non-potentially hazardous foods or commissary-wrapped food maintained at proper temperatures, or limited to the preparation and serving of frankfurters.
- 4.11 Seasonal Food Stand.** "Seasonal Food Stand" shall mean a food and beverage service establishment that is either permanent or temporary of a "knock-down" nature and moved around with both operating no more than 14 consecutive days at a time.
- 4.12 Temporary Food Service Establishment.** "Temporary Food Service Establishment" shall mean a mobile food unit or seasonal food stand that operates at a fixed location for a temporary period of time of not more than 10 consecutive days in conjunction for 3 times a year maximum with a fair, carnival, circus, public exhibition, special event or celebration or similar transitory gathering.

SECTION 5.00 ADOPTION OF FOOD AND BEVERAGE SERVICE ESTABLISHMENT STANDARDS.

The standards for Food & Beverage Service Establishments as defined in Minnesota Rules Chapter 4626.0010 to 4626.1855, ~~except Section 4626.0033 subparts G to O~~ are hereby incorporated in and made part of this ordinance whose authority is the Minnesota Department of Health, and those authorities which are the responsibility of the Minnesota Department of Agriculture. ~~The standards for Certified Food Protection Manager requirements outlined in Minnesota Rules Chapter 4626.0033 to 4626.2010 are hereby incorporated in and made part by adoption of this ordinance.~~ Where Minnesota Rules Chapter 4626 refer to the Commissioner, Commissioner shall mean the Aitkin County Board and its designated agents.

SECTION 6.00 LICENSING.

- 6.01 License Required.** No person shall operate a food establishment within Aitkin County unless a license for the current year has been obtained pursuant to this ordinance.
- 6.02 Application.** License application shall be made on forms furnished by the Department and shall set forth the general nature of the business, the location, and other information as the County Board may require. The issuance, maintenance, termination and administration of such licenses shall be in accordance with and subject to all conditions of the Aitkin County Administrative Ordinance relative to the general requirements for licenses in Aitkin County.

- 6.03 License Fees.** Fees for licenses issued hereunder shall be those established by resolution of the County Board.
- 6.04 Transfer and Display of License.** Only a person who complies with the requirements of this ordinance shall be entitled to receive a license. Licenses shall not be transferable as to person or place. All licenses obtained for a food and or beverage service establishment shall be conspicuously displayed in public areas of said establishment.
- 6.05 Certified Food Protection Manager Requirements for Food and Beverage Service Establishments.** The standards for a Certified Food Protection Manager as defined in Minnesota Rules Chapter 4626.0033.A to F are hereby incorporated in and made part of this ordinance. ~~An owner or operator of a food establishment must either possess or employ a certified food manager for each food establishment except for a satellite or catered feeding location. Exemption from needing a CFM shall be:~~
- ~~6.051. Where a food establishment's preparation activities are solely limited to one or more of the following:~~
- ~~(1) heating or serving precooked hot dog or sausage products, popcorn, nachos, pretzels, or frozen pizza;~~
 - ~~(2) preparing or serving a continental breakfast such as rolls, coffee, juice, milk, and cold cereal;~~
 - ~~(3) preparing or serving nonalcoholic or alcoholic beverages or ice;~~
 - ~~(4) grinding coffee beans;~~
 - ~~(5) packaging foods that are not potentially hazardous foods;~~
 - ~~(6) serving bulk food as defined in Minnesota Statutes, section 31.80, subdivision 2;~~
 - ~~(7) processing raw meat, poultry, fish, or wild game intended for cooking after sale;~~
 - ~~(8) heating as the only preparation step for a bakery product;~~
 - ~~(9) providing prepackaged food in its original package; or~~
 - ~~(10) cleaning or sanitizing eating, drinking, or cooking utensils, when the only food served is prepared off site;~~
- ~~6.052 — The following establishments if food is prepared for 18 or fewer persons per mealtime: a boarding establishment as defined in Minnesota Statutes, section 157.15, subdivision 4, a bed and breakfast, a child care facility, or an adult day care center;~~
- ~~6.053 — A food cart, mobile food unit, seasonal permanent food stand, seasonal temporary food stand, or special event food stand, as defined in Minnesota Statutes, section 157.15, subdivisions 6, 9, 12a, 13, and 14, respectively;~~
- ~~6.054 — A retail food vehicle, portable structure, cart, or vending machine; and~~
- ~~6.055 — A food establishment that provides meals no more than one day in a seven-day period and that is owned and operated by a business or a nonprofit organization whose primary activity is not food service.~~

SECTION 7.00 INSPECTIONS.

- 7.01 Access to Premises.** The person operating the food and or beverage service establishment shall, upon request of the Department and after proper identification,

permit access to all parts of the establishment at any reasonable time for the purpose of inspection and shall exhibit and allow copying of any records necessary to ascertain sources of foods or beverages. No persons shall interfere with or hinder the Department in the performance of their duties, or refuse to permit the Department to make such inspections.

- 7.02 Inspection Prior to Approval of Application.** Prior to approval of an application for a license for a new food and or beverage service establishment or an establishment that has not previously been licensed by Aitkin County or the Minnesota Department of Health, the Department shall inspect the proposed establishment to determine compliance with the requirements of this ordinance.
- 7.03 Inspection Frequency.** The Department shall inspect every high-risk establishment at least every 12 months; every medium-risk establishment at least once every 18 months; and all low-risk establishments at least once every 2 years.
- High-risk, medium-risk and low-risk have the meaning given to them in Minn. Stat. Section 157.20.
- 7.04 Notification of Inspection Results.** The Department shall notify the licensee in writing regarding the results of each inspection. The inspection report shall be delivered to the licensee or his authorized agent in person or by first-class, certified or registered mail. A copy of the inspection report shall be filed with the records of the Department and the Licensee shall maintain a copy for at least three (3) years of the date of the last inspection.
- 7.05 Removal and Correction of Violations.** All licensees, owners, or operators of establishments having received a report giving notification of one or more violations of this ordinance shall correct or remove each violation in a reasonable length of time determined by the Department. The length of time for the correction or removal of each such violation shall be noted on the inspection report. The failure to remove or correct each such violation within the time period noted on the inspection report shall constitute a separate violation of this ordinance.

SECTION 8.00 CONSTRUCTION - PLAN REVIEW.

- 8.01 Plan Review.** All persons who hereafter construct, remodel or convert buildings or facilities for use as a food and or beverage service establishments, shall submit a complete set of plans and specifications to the Department for review and approval before construction, remodeling, or conversion begins. The plans and specifications shall show the layout; arrangement; mechanical, plumbing and electrical specifications; construction materials of work areas; and location, size and type of equipment and facilities. The plans must be drawn to scale and must be legible and complete in all details. Plumbing specifications must be submitted to the Minnesota Department of Labor and Industry Health.
- 8.02 Building Permit.** A city or town shall not issue a building permit for a food and or beverage service establishment or remodeling or alteration permit for such establishment until such plans have the approval of the Department.
- 8.03 Plan Review Fees.** The appropriate fee, as established by resolution of the County Board, shall be submitted at the time construction plans are submitted.
- 8.04 Plan Approval.** The Department shall review and approve or not approve the plans and specifications within 30 days of the time a complete set of plans and specifications are submitted. The Department shall notify the applicant, in writing, of the results of the review.
- 8.05 Construction Inspection.** The Department shall inspect the establishment as frequently as it may deem necessary during construction to ensure that construction occurs in conformance with this ordinance.

- 8.06 Final Inspection.** The Department shall conduct a final inspection prior to the start of operations and issuance of an approved license. The food ~~and or~~ beverage service establishment shall be constructed and finished in conformance with the approved plans.

SECTION 9.00 SEWAGE DISPOSAL.

All sewage and other water carried wastes shall be managed in accordance with the Aitkin County Individual Sewage Treatment System and Wastewater Ordinance No. 1.

SECTION 10.00 SOLID WASTE.

- 10.01** The storage, collection and disposal of refuse and garbage ~~at a food and beverage service establishment in the manufactured home parks and recreational camping areas~~ shall be so conducted as to create no health hazards, rodent harborage, insect-breeding areas, accident or fire hazards or air pollution. All refuse and garbage shall be stored in fly-tight, water-tight ~~and~~ rodent-proof containers. ~~which shall be located convenient to any manufactured home site, provided that, on days of collection plastic garbage and refuse bags may be used for outside storage as long as no nuisance conditions are created. In recreational camping areas, garbage and refuse containers shall be provided on the ratio of at least one for every four sites or centrally located facilities may be provided.~~ Refuse and garbage collection shall be made as often as necessary, but not less frequently than once per week, to prevent nuisance conditions. Final disposal of refuse and garbage shall be accomplished in accordance with the criteria and standards established by the Aitkin County Solid Waste Ordinance.

- 10.02 Open Burning.** Open burning of solid waste is prohibited.

SECTION 11.00 HANDWASH SINK REQUIREMENTS.

Warm water measuring between 100°F and 120°F must be provided at any handwash sink in a food and beverage service establishment.

SECTION 12.00 FOOD AND BEVERAGE EQUIPMENT REQUIREMENTS.

When a food and beverage service establishment is located in a child care center, residential care home, supervised living facility, apartment building with congregate dining, boarding establishment, bed and breakfast or similar establishment, all food service equipment must meet the requirements in Minnesota Rules 4626.0506.

SECTION 13.00 PROCEDURE WHEN INFECTION IS SUSPECTED.

When the Department has reasonable basis to suspect the possibility of disease transmission from a food ~~and or~~ beverage service establishment employee, the Department shall secure an illness or morbidity history of the suspected employee, and/or make other investigations as may be required, and take appropriate action. The Department may require any or all of the following measures:

- 13.01** The immediate exclusion of the food employee from all food service establishments;
- 13.02** The immediate closure of the food service establishment concerned until, with the facts provided to the Environmental Service Director, no further danger of disease outbreak exists;
- 13.03** Restriction of the employee's services to some area of the establishment where there would be no danger of transmitting disease, and;
- 13.04** Adequate medical and laboratory examinations of the employee, or other employees, and their bodily fluids and discharges.

SECTION 14.00 EMERGENCY CLOSURE.

- 14.01 Emergency Closure.** Notwithstanding the other provisions of this ordinance, whenever the Department finds an imminent health hazard to exist, such as, but not limited to, those listed below; the establishment shall immediately cease food service operations

according to the procedures outlined in this section. Operations shall not be resumed until authorized in writing by the Department.

14.02 Imminent Health Hazard. An imminent health hazard may include, but not necessarily be limited to, the following:

12.021 Lack of any basic facilities such as water, electricity or sewer;

12.022 Evidence of a sewer backup in the food preparation or food storage areas;

12.023 The presence of a food service worker ~~in~~ with a communicable disease or infected wound who refuses to comply with the orders of the Department;

12.024 An infestation of rodents or insects; or

12.025 Evidence of an on-going foodborne illness associated with the operation of the establishment.

14.03 If following an on-site inspection the Department determines that closure of a food establishment is required in order to protect public health, the Department shall order the immediate closure of the establishment in writing. The order shall identify the food establishment, describe the specific grounds upon which the closure is based, direct the immediate closure of the establishment and vacating of the premises by consumers, list the corrective actions necessary to re-open the establishment, and state that a hearing on the emergency closure may be requested by the licensee. The order shall be served in person to the owner, manager, or person in charge.

14.031 The person receiving the order shall immediately close the establishment and require all persons to vacate. The establishment shall remain closed until the Department rescinds the order for emergency closure. Failure to close the establishment or keep the establishment closed is a misdemeanor.

14.032 In the event the person receiving the order fails to close the establishment, the Department may order all persons to vacate the premises. Failure to leave upon said orders is a misdemeanor. If a person fails to vacate the premises as ordered by the Department, the Aitkin County Sheriff or local police may be summoned to assist in vacating the premises and issuing such citations or making such arrests as may be necessary to comply with this Ordinance.

14.033 The licensee may request, in writing, a hearing on the emergency closure order, and the conditions for reopening the establishment. The hearing shall be held within two (2) business days following the request. The hearing shall be before The Environmental Services Director who shall render a written decision within two (2) business days after the conclusion of the hearing. The decision of the Department may be appealed to the County Board as provided in the Aitkin County Administrative Procedures Ordinance.

14.034 Whenever a food service establishment is required under the provisions of this Ordinance to cease operations, it shall not resume operations until it is shown on re-inspection that conditions responsible for the order to cease operation no longer exist. Opportunity for re-inspection shall be offered within a reasonable time.

SECTION 15.00 ENFORCEMENT.

15.01 Misdemeanor. Any person who violates a provision of this County ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished therefore as provided by law. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

15.02 Equitable Relief. In the event of a violation or a threat of violation of this ordinance, the County Attorney may take appropriate action to enforce this ordinance, including application of injunctive relief, action to compel performance,

or other appropriate action in court, if necessary, to prevent, restrain, correct or abate such violations or threatened violation.

SECTION 16.00 SEVERABILITY.

If any provision or application of any provision of this ordinance is held invalid, that invalidity shall not affect other provisions or applications of this ordinance.

SECTION 17.00 EFFECTIVITY.

This shall be effective upon passage by the County Board and publication according to law.



Board of County Commissioners Agenda Request

3B
Agenda Item #

Requested Meeting Date: March 26, 2019

Title of Item: Set Public Hearing for SW Ordinance and ZO Amendments

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input checked="" type="checkbox"/> Hold Public Hearing*
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Submitted by: Terry Neff, Environmental Services Director	Department: Environmental Services
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Presenter (Name and Title): Terry Neff, Environmental Services Director	Estimated Time Needed: 5 minutes
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Summary of Issue:

The Ordinance Committee met on March 14, 2019, to review proposed amendments to the zoning ordinance and a proposed new solid waste ordinance (see attachments). Minor changes were made and the committee recommended the proposed ordinances be sent out for public comment.

The proposed changes to the zoning ordinance are - new language is in red lettering and language to be deleted is in strikethrough. The proposed solid waste ordinance is all new language.

I propose we set a public hearing before the Aitkin County Planning Commission on May 20, 2019 at 4:00pm, to review the proposed ordinance changes.

Alternatives, Options, Effects on Others/Comments:

The alternative would be to continue administering and enforcing the existing ordinances.

Recommended Action/Motion:

Approve setting a public hearing date for May 20, 2019, to hear public comments on the proposed amendments to the Solid Waste Ordinance Ordinance No.2 and the Zoning Ordinance.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*

Cost would be for publication of the proposed amendments which should be less than \$500.00

April 24 and May 8, 2019

NOTICE OF HEARING

The Aitkin County Planning Commission will hold a public hearing on the adoption of amendments to the Aitkin County Zoning Ordinance and adoption of the Aitkin County Solid Waste Ordinance No.2. The hearing will be conducted on May 20, 2019, at 4:00pm in the Aitkin County Courtroom Room No.3 of the Aitkin County Courthouse. The Planning Commission will make a recommendation on the proposed ordinance and ordinance amendments to the County Board of Commissioners for final review at a regularly scheduled board meeting on or after June 11, 2019.

A summary of the sections of the Aitkin County Zoning Ordinance proposed for amendment are: Section 3 (Definitions) - add Overnight Occupant; Section 13 (Violation and Penalties) – ability to enforce solid waste violations through MN Statute 375.18, Subp.14; Section 17 (Vacation/Private Home Rental) – renewal of application through a Lodging License, non-overnight guest regulations, clarify building code and fire code requirements, requirements for a contact person, require an informational handbook, clarify seven day rental time frame, and add APPENDIX D – sample conditions; and Appendix A (Classification List) – include Fish Hatchery, Fish Farm, public/private as a Conditional Use Permit in all zoning districts except Not Permitted in the Residential zoning district.

Language that is proposed for deletion is in ~~strikethrough~~ and proposed new language is in red.

A summary of the Aitkin County Solid Waste Ordinance No.2 are: Article I – (Repeal Purpose, Authority, and Policy); Article II – (Definitions, Rules and Word Usage); Article III – (General Provisions) – Department Powers and Duties, Boundaries of Service Area, Highest Standards Prevail, Jurisdiction, Planning and Zoning Approval, Waivers, Agency Approval, Indemnification, Financial Assurance, No Consent, False Information, Data Privacy, Severability; Article IV – (Waste Abatement, Storage, Collection, Processing and Disposal); Article V – (Hauler Licensing Provisions); Article VI – (Facility Requirements and Licenses/Permits); and Article VII – (Inspections, Violations and Enforcement).

The above is only a summary; a full text version is available for public review at the Aitkin County Planning and Zoning Office and the Aitkin County Auditor's Office in the Aitkin County Courthouse during regular business hours. A copy of the proposed ordinance amendments can also be viewed in its entirety on the Aitkin County website at www.co.aitkin.mn.us. Comments can be submitted in writing to the Aitkin County Planning and Zoning Office: 209 2nd St NW, Rm 100, Aitkin, MN 56431, by facsimile (218) 927-4372, or by e-mail to aitkinpz@co.aitkin.mn.us before 4:00pm on May 13, 2019. Please include a full name and complete mailing address with all correspondences.

c:\ordinance\noticeofhearing

March 15, 2019

(SECTION 3)

DEFINITIONS

3.40 Overnight Occupant: "Overnight Occupant" means anyone present at the vacation/private home rental between the hours of 10:00pm and 8:00am.

[SECTION 13]

VIOLATIONS AND PENALTIES

- 13.00 Complaints Regarding Violations: Whenever a violation of this ordinance occurs or is alleged to have occurred, any person may file a written complaint with the Zoning Administrator, stating fully the causes and basis thereof. The Zoning Administrator shall maintain a record of such complaints and shall take appropriate action pursuant to the provisions of this ordinance.
- 13.01 Any unauthorized change in the official Zoning Map shall be considered a violation of the provisions of this ordinance.
- 13.02 No building, structure, or land shall hereafter be used or occupied and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved, or structurally altered unless in conformity with the provisions of this ordinance.
- 13.03 The county shall have power to bring action for injunctive relief to enforce the provisions of this ordinance.
- 13.04 Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or who resists the enforcement of any other provisions of this ordinance shall be guilty of a misdemeanor, punishable by \$1,000.00 and 90 days imprisonment, or both. Each day that a violation is permitted to exist shall constitute a separate offense. The County Attorney shall have the authority to prosecute any and all violations of this Ordinance.
- 13.05 In the event of a violation or threatened violation of this ordinance, Aitkin County, in addition to other remedies, may institute appropriate actions or proceedings to prevent, restrain, or abate such violations or threatened violations. The Department may and is empowered to issue citations and/or cease and desist orders to halt the progress of any ongoing violation. When the work has been stopped by the Department for any valid reason whatsoever, it shall not again be resumed until the reason for the work stoppage has been completely satisfied and the cease and desist order lifted.
- 13.06 After two or more attempts to achieve compliance, the Department may charge for the enforcement of violations of this Ordinance to recover actual costs for staff time, mileage and supplies. This cost shall be above and beyond any other fee imposed by this Ordinance.

13.07 In the event the Department discovers an unauthorized deposit of solid waste, the Department shall issue a notice of violation requiring the property owner(s) to remove the solid waste and to provide evidence establishing that the solid waste was properly disposed of. If the property owner does not comply with the notice of violation the Department may abate the violations. The Department has the authority to enter the property, to perform the Corrective Actions, and to recover the costs of the same from the property owner through MN Statute section 375.18, Subp.14. The county may also seek civil penalties and damages from persons responsible for unauthorized deposit of solid waste under MN Statutes section 115A.99, which, if unpaid, may be imposed as a lien on property owned by the responsible persons and collected as a special assessment.

[SECTION 17]

17.0 Vacation/Private Home Rental

The following standards apply to vacation/private homes renting for thirty (30) days or less except those located within Planned Unit Developments whose legal documents regulate unit rentals.

- (1) The owner of a vacation/private home rental must apply for and receive an Interim Use Permit from the County. The initial Interim Use Permit will be valid for five (5) years in order to determine the compliance level of the owner with the conditions of approval.

For vacation/private home rentals with compliance issues during the initial term of their IUP, subsequent renewals shall be for five (5) years or less as established by the Aitkin County Planning Commission. ~~The County will establish fees for the application and renewal.~~

For vacation/private home rentals without any compliance issues during the term of the IUP, subsequent renewals will be through obtaining a Lodging License from Aitkin County Environmental Services Department and future compliance will be monitored through the licensing and inspection. All existing IUP requirements and ordinance performance standards remain in effect. The conditions in Appendix D must be complied with during the lodging license period(s). Termination of the IUP will be when there is a change in ownership of the vacation/private home rental property; or if compliance issues occur during the lodging license period, the IUP may be revoked or amended after a hearing before the Planning Commission. If the IUP is revoked the lodging license will be terminated.

- (2) The application for an Interim Use Permit shall include:
 - a. All information required for a conditional use permit,
 - b. Floor plan of the structure drawn to scale, including the number of bedrooms with dimensions and all other sleeping accommodations, smoke detector and carbon monoxide detector locations,

- c. A to-scale site plan which shows locations and dimensions of property lines, the structure intended for licensing, accessory structures, parking areas, shore recreational facilities (docking plan, fire pit area, swim beach, etc) and sewage treatment systems.
 - d. Emergency contact information (police, fire, hospital, septic tank pumper) be posted in the home.
 - e. Current compliance inspection on the septic system.
 - f. Current water test from an accredited laboratory with test results for nitrate-nitrogen and coliform bacteria.
 - g. Plan for garbage disposal.
 - h. Applicant must submit a pet policy.
 - i. In each bedroom and any room used for sleeping, show the dimensions of egress windows on the drawing and the style (double hung, sliding or casement).
 - j. Provide a detailed list of all advertising sources pertaining to the vacation/private home rental and notify Environmental Services with any changes to the advertising within 30 days.
- (3) The occupancy (**overnight occupants**) of a vacation/private home rental shall be limited to no more than two (2) persons per bedroom (**see #7 below for allowable number of occupants per bedroom**) plus two (2) additional persons per building, or no more than one (1) person for every seventy-five (75) gallons of water per day that the building subsurface sewage treatment system (SSTS) is designed to handle, whichever is less. **The maximum number of occupants, including both overnight and non-overnight occupants shall not exceed twice the approved overnight occupancy.**
- (4) The vacation/private home rental shall be connected to an approved SSTS. The SSTS shall be designed and constructed with a design flow of seventy-five (75) gallons of water per person per day to handle the maximum number of guests for which the facility is permitted. The SSTS shall include a flow measuring device. Flow measurement readings and monitoring of the SSTS shall be recorded monthly and records shall be made available to the Department upon request. The use of holding tanks for vacation/private home rental units shall be prohibited.
- (5) On-site parking shall be provided which is sufficient to accommodate the occupants of the vacation/private home rental. Public streets and septic systems may not be used for calculating parking by renters or guests. Parking areas must be setback a minimum distance of five (5) feet from the property lines.
- (6) Attempting to obtain additional occupancy by use of recreational vehicles, tents, accessory structures or fish houses is prohibited.
- (7) Rooms used for sleeping shall be provided with egress windows **that comply with the Minnesota State Building Code** and **with** smoke detectors in locations that comply with ~~the Minnesota State Building Code~~ **MN Statute chapter 299F** or the requirements of the Department, whichever is ~~stricter~~ **more restrictive**. Every room occupied for sleeping purposes by one person shall contain at least 70 square feet of usable floor space, and every room occupied for sleeping purposes by more than one person shall contain not less than 60 square feet of usable floor space for each occupant thereof. **Carbon**

monoxide detectors shall be installed in locations that comply with MN Statute section 299F.51.

- (8) On premise advertising signs are prohibited.
- (9) The owner shall provide a visual demarcation of the property lines.
- (10) The owner shall keep a report, detailing use of the home by recording the full name, address, phone number and vehicle license number of guests using the property. A copy of the report shall be provided to the Department upon request.
- (11) No more than two (2) vacation/private home rentals will be allowed on a parcel. More than two (2) vacation/private home rentals on the same parcel or on contiguous parcels under common ownership shall constitute a resort and must meet the standards set forth in Section 15 and/or 16 of this ordinance and Section 7 of the Aitkin County Shoreland Management Ordinance.
- (12) The Planning Commission may impose conditions that will reduce the impacts of the proposed use on neighboring properties, public services, and nearby water bodies as well as other concerns including, but not limited to, public safety, and safety of guests. Said conditions may include but not be limited to – fencing or vegetative screening, native buffer along the shoreline, noise standards, duration of permit, restrictions as to the docking of watercraft, and number of guests.
- (13) A vacation/private home rental shall be licensed by the County and shall meet the requirements of all statutes, rules, regulations, and ordinances including, but not limited to, Aitkin County's Lodging Ordinance, if applicable.
- (14) The Planning Commission may impose noise standards in order to assist in reducing potential impacts on neighboring properties.
- (15) Websites and all other advertising of the rental property must be in compliance with the occupancy allowance and all other conditions per approved application.
- (16) Vacation/private home rentals may not be rented or leased to more than one separate party in a seven day period, unless licensed to do so by the Aitkin County Environmental Services Department (MN Statute Chapter 157).
- (17) The applicant/owner shall keep on file with the County Environmental Services Department the name and telephone number of a contact person who shall be responsible for responding to questions or concerns regarding the operation of the vacation/private home rental. This information must be kept current. This information shall also be posted in a conspicuous location within the dwelling unit. The contact person must be available to accept telephone calls on a 24 hour basis at all times that the vacation/private homes is rented and occupied. The contact person must have a key to the vacation/private home rental and be able to respond to the vacation/private home rental within 60 minutes to address issues or must have arranged for another person to address issues within the same timeframe.

(18) Each vacation rental must have a property information handbook available for renters that includes the name and contact information for the owner and/or caretaker; quiet hours as per approved IUP; maximum number of overnight occupants; maximum number of non-overnight occupants; property rules related to the use of outdoor features such as decks, patios, fire pit, sauna and other recreational facilities; list of the conditions that were placed on the approved IUP; and a notice that all ordinances and IUP conditions will be enforced by the Aitkin County Sheriff's Office and the Aitkin County Environmental Services Department.

APPENDIX D

Sample Conditions for Application # 20XX-00XXXX

1. Must comply with all local, state and federal regulations that pertain to this type of operation.
2. No launching of guests motorized watercraft from this property.
3. Quiet hours are from 10:00pm to 8:00am. IUP occupants must refrain from loud party noises, music, etc.
4. Maximum number of occupants allowed under this IUP is (per the approved application).
5. A flow measuring device must be installed on the septic system and/or well.
6. Websites and all other advertising of the rental property must be in compliance with the occupancy allowance per approved Application #2017-002341.
7. Install carbon monoxide detectors as per MN Statute section 299F.51.
8. Install smoke detectors as required by the MN Statute chapter 299F.
9. All watercraft are to be moored at the dock.
10. Must obtain lodging license from Aitkin County Environmental Services for rental periods of less than one week.
11. Conditions #5, 6, 7, and 8 must be met prior to renting under the terms of this IUP.
12. No discharge of firearms under the terms of this IUP.
13. Upon request, the IUP holder must submit to the Environmental Services Department the record book with the dates, names, addresses, telephone number, and vehicle license number of the guests using the property.
14. This IUP is issued to the present landowners and expires with the change of ownership.
15. No use of fireworks under the terms of this IUP.

[CLASSIFICATION LIST]

Fish Hatchery, Fish Farm, public private – CUP in all zoning districts, NP in Residential zone.
(Per BOA on March 6, 2019)

c:\ordinance\draftgenzoningord2019

3/19/19

**SOLID WASTE
ORDINANCE NO.2**

COUNTY OF AITKIN

AITKIN COUNTY, MINNESOTA

Adopted by Aitkin County Board of Commissioners on _____,

DISCLAIMER

The Minnesota Solid Waste Administrator's Association (MSWAA) offers the following guide for general information purposes only to Minnesota counties in developing solid waste ordinances. It is not intended and should not be construed to be legal advice on any matter. It is not intended that all provisions will be applicable to all counties. This ordinance and any provision in this ordinance should not be adopted by any county without meaningful consultation with their county attorney, nor before thorough review of each provision to determine its appropriateness for the county and its compliance and consistency with federal, state, county and other local laws, rules and regulations.

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ARTICLE I PURPOSE, AUTHORITY, & POLICY

SECTION 1.0 REPEAL OF PRIOR REGULATIONS

The Aitkin County Solid Waste Ordinance, effective March 28, 1990, is hereby repealed.

SECTION 2.0 PURPOSE & AUTHORITY

An Ordinance establishing standards and procedures governing Solid Waste Management; establishing Solid Waste Management Charges and programs; requiring licenses and license fees; establishing penalties for lack of compliance; all in order to promote the health, welfare and safety of the public, and to protect the environment. This Ordinance is enacted pursuant to Minn. Stat. Chapters 400, 145, 115A and 116.

SECTION 3.0 POLICY

The policy of Aitkin County is to provide for the management of Solid Waste in a manner that will protect the public health, welfare and safety, prevent the spread of disease, prevent the creation of nuisances, conserve natural resources, and protect the State's water, air and land resources. It is also the policy of the County to conform to the purposes outlined in Minn. Stat. §115A.02 and to establish and implement a County Solid Waste Management Plan pursuant to Minn. Stat. §115A.46

ARTICLE II DEFINITIONS RULES & WORD USAGE

SECTION 1.0 DEFINITIONS

Unless the context clearly indicates otherwise, the following words and phrases shall have the meanings ascribed to them in this Article. Unless specifically defined herein, terms used in this Ordinance shall have the same definition as provided in the Waste Management Act, Minn. Stat. § 115A.01 *et seq.* and if not defined there, shall have common usage meaning. For purposes of this Ordinance, the words “must” and “shall” are mandatory and not permissive.

Acceptable Waste: means those Solid Wastes that are not prohibited from Processing or Disposal as defined by a Solid Waste Management Facility pursuant to local, State and federal laws and the requirements of the Facility.

Agency: means the Minnesota Pollution Control Agency.

Agricultural Site: means land zoned and/or operated for agricultural purposes, but excludes the Residential Site on said premises.

Authorized Representative: means an employee or agent of the Aitkin County Environmental Services/Solid Waste Department.

Certificate of Need (CON): an issuance from the State of Minnesota to certify needed Disposal capacity.

City: a statutory or home rule charter City or town located within the County.

Charge: means a Solid Waste Management Charge.

Closure: means actions to prevent or minimize the threat to public health and the environment posed by a closed Facility including removing contaminated soil and equipment, removing liners, applying final cover, grading and seeding final cover, installing monitoring devices, constructing ground water and surface water diversion structures, and installing gas control systems, as necessary.

Collection or Collects: means the aggregation of Solid Waste from the place at which it is generated and includes all activities up to the time the Solid Waste is delivered to a Solid Waste Management Facility.

Commercial Site: means any business, commercial, industrial, institutional or governmental establishment. These include home-operated businesses, industries, commercial and institutional enterprises, and such non-residential institutions as churches, nursing homes, nonprofit associations, schools, and the like. If a Site has

dwelling units, but also has one or more units not used for dwelling purposes, such as a store or a restaurant, then it is considered a Commercial Site.

Compost or Composting: means the controlled microbial degradation of organic waste to yield a humus-like product.

Compost Facility: means a site used to compost or co-compost Solid Waste, including all structures or Processing equipment used to control drainage, collect and treat Leachate, and storage areas for the incoming waste, the final product, and residuals resulting from the composting process.

Construction and Demolition Debris: means Solid Waste resulting from construction, remodeling, repair, erection and demolition of buildings, roads and other artificial structures, including: concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, plastic building parts, plumbing fixtures, roofing materials, wallboard, and built-in cabinetry. Construction and Demolition Debris does not include: asbestos waste; auto glass; wood treated with chemical preservatives; furniture; lighting equipment; vermiculite; contaminated soil; firebrick; food waste; machinery; engine parts; liquid paints; paint thinners or solvents; varnishes; street sweepings; tar; carpet/padding if not affixed to a structure; mattresses; adhesives, caulking, sealants and applicators, brushes, containers, tubes, filters contaminated with these materials; sandblasting materials; agricultural chemicals or containers (including empty pesticide, herbicide, and insecticide containers); chemical containers; animal carcasses, parts, or rendering and slaughterhouse wastes; appliances (including white goods and brown goods); ashes or hot wastes that could spontaneously combust or ignite other wastes due to high temperatures; ash from incinerators, resource recovery facilities and power plants; batteries; carbon filters; fluorescent tubes and ballasts; high-intensity discharge lamps; foundry wastes; Hazardous Waste; household Refuse or garbage; infectious waste; liquids (any type), liquid non-hazardous materials; medical waste; mercury containing wastes (thermostats, switches); PCB contaminated wastes; petroleum products and their containers or filters (including oil, grease or fuel); radioactive waste (unless natural materials at normal background levels); septic tank pumpings; sludges (including ink, lime, wood, sewage or paper); live coal tar (including applicators, containers, and tubes); Waste Tires; vehicles; Yard Waste; and packaging materials, including cardboard, paper, shrink-wrap and Styrofoam. Mixtures of Construction and Demolition Debris with other Solid Waste is not Construction and Demolition Debris.

Construction and Demolition Debris Land Disposal Facility: means a site used to Dispose of Construction and Demolition Debris.

Construction Site: means a place where the erection of buildings, roads or other improvements to real property is occurring.

County: means Aitkin County, Minnesota.

County Board: means the Aitkin County Board of Commissioners.

Curbside Collection: means a Mixed Municipal Solid Waste, Yard Waste, and/or Recyclable Materials Collection system whereby the Generators set Solid Waste containers at the curb adjacent to a roadway or, where this is not practical, in locations easily accessible for Collection by a Hauler.

Department: means the Aitkin County Environmental Services/Solid Waste Department.

Disposal or Dispose: means the discharge, deposit, injection, Dumping, spilling, leaking, or placing of any waste into or on any land or water so that the waste or any constituent thereof may enter the environment or be emitted into the air, or discharged into any waters, including ground waters.

Dumping: means the illegal placement of any Solid Waste, including Construction and Demolition Debris, Hazardous Waste, Industrial Solid Waste, Mixed Municipal Solid Waste, or Recyclable Materials, anywhere other than in an approved container or at a Solid Waste Management Facility during hours of operation.

Environmental Services Department or Department: means the Aitkin County Environmental Services/Solid Waste Department.

Environmental Services Director: means the Solid Waste Administrator; and Planning and Zoning Administrator.

Financial Assurance: means monetary mechanisms that are used to assure proper Closure, post Closure care, and contingency action at a Site or Solid Waste Management Facility.

Generator: means any Person who generates or aggregates Solid Waste.

Hauler: means any Person who Collects or Transports Solid Waste, Recyclable Materials or Yard Waste, but does not include a Self-Hauler or haulers of just construction/demolition debris.

Hauler Services: means the Mixed Municipal Solid Waste Services provided by a Hauler or Self-Hauler.

Hazardous Waste: means any Refuse, sludge, or other waste material or combinations of Refuse, sludge or other waste materials in solid, semisolid, liquid, or contained gaseous form which because of its quantity, concentration, or chemical, physical, or infectious characteristics may:

- A. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or
- B. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or Disposed of, or otherwise managed. Categories of Hazardous Waste materials include, but are not limited

to: explosives, flammables, oxidizers, poisons, irritants, and corrosives. Hazardous Waste does not include source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

Imminent Hazard: means an actual or potential immediate threat to the health, safety, or well being of humans or livestock, or that may cause environmental degradation.

Industrial Solid Waste: means Solid Waste generated from an industrial or manufacturing process and Solid Waste generated from non-manufacturing activities that is Collected, Processed, or Disposed of as a separate waste stream. Industrial Solid Waste does not include office materials, restaurant and food preparation waste, discarded machinery, Construction and Demolition Debris, Mixed Municipal Solid Waste, or Mixed Municipal Solid Waste combustor ash.

Industrial Solid Waste Land Disposal Facility: means a site used to Dispose of Industrial Solid Waste in or on the land.

Leachate: means liquid that has contacted or percolated through Solid Waste and has extracted, dissolved, or suspended materials from it.

Leachate Management System: means the structures constructed and operated to contain, transport, and treat Leachate, including liners, collection pipes, detection systems, holding areas, and treatment Facilities.

License/Permit: means authorization by the County Board to conduct business services that may be limited to a specific period of time, specific person, and or a specific site in the County.

Licensee/Permittee: means the Person who has been issued a license/permit by the County to carry out any of the activities for which a license/permit is required under the provisions of this Ordinance.

Major Appliance: means clothes washers and dryers, dishwashers, hot water heaters, heat pumps, furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, dehumidifiers, refrigerators, freezers and other appliances designated by State law or this Ordinance.

Medical Waste: means biological waste originating from the diagnosis, care, or treatment of a Person or animal, or waste resulting from biological research, whether or not the waste has been rendered non-infectious.

Mixed Municipal Solid Waste: means,

- A. garbage, Refuse, and other Solid Waste from residential, Non-Residential, industrial, and community activities, except as provided in paragraph B.

- B. Mixed Municipal Solid Waste does not include auto hulks, street sweepings, ash, Construction and Demolition Debris, mining waste, sludges, tree and agricultural wastes, Waste Tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and Disposed of as separate waste streams, but does include Source-Separated Compostable Materials.

Mixed Municipal Solid Waste Fee: means a fee established by the County Board and paid by Generators to the County for Solid Waste Management Services.

Mixed Municipal Solid Waste Land Disposal Facility: means a Solid Waste Disposal Facility used for Mixed Municipal Solid Waste.

Mixed Municipal Solid Waste Services: means Collection, Transportation, Processing, or Disposal of Mixed Municipal Solid Waste Generated in the County, including but not limited to regularly scheduled service, on-call service, one-time service, rental and other use of equipment such as Solid Waste containers, compactors, compactor boxes, and the like, and any other service that involves or facilitates Collection, Transportation, Processing, or Disposal of Solid Waste materials as Mixed Municipal Solid Waste. It does not include the sale of equipment used for the Collection, Transportation, Processing, or Disposal of Mixed Municipal Solid Waste. It does not include Collection, Transportation, or management of Recyclable Materials, Yard Waste, food waste, source separated compostable materials, problem materials, or other waste materials when these materials are segregated by the Generator for the purpose of Recycling or composting and are delivered to a Recycling Facility or Compost Facility, or the sale, rental, or other use of equipment necessary to facilitate Collection, transportation, or management of these materials.

Multi-Unit Residential Building: means any building with four or more residential units.

Municipality: means an incorporated city or town within the County.

Non-Residential Accounts: means Solid Waste Management Services provided to any non-Residential Building or parcel.

Non-Residential Property: means all property that generates waste within the County that is not defined as a Residential Property as determined by the County.

Non-Residential Rate: means the rate of the Fee imposed on any Person who pays for Mixed Municipal Solid Waste Services for Mixed Municipal Solid Waste Generated from any source in the County other than a Residential Building.

Open Area: means areas outside of a building or structure.

Open Burning: means burning any Solid Waste whereby the resultant combustion products are emitted directly to the open atmosphere.

Operating License: means the license required by this Ordinance.

Operator: means the Person responsible for the operation of a Solid Waste Management Facility.

Owner: means any person or persons having a legal interest in real or personal property or any persons in possession or control of real or personal property including, but not limited to, mortgages, contract for deed vendees, and contract for deed vendors.

Permit: mean the same as a license.

Person: means any human being, any municipality or other governmental or political subdivision or other public agency, any public or private corporation, any partnership, firm, association, or other organization, any receiver, trustee, assignee, agent, or other legal representative of any of the foregoing, or any other legal entity, unless exempted by statute or rule.

Problem Material: means a material that, when processed or disposed of with Mixed Municipal Solid Waste, contributes to one of the following results: 1) the release of a hazardous substance, or pollutant or contaminant as defined in Minn. Stat. §115B.02; 2) pollution of water as defined in Minn. Stat. §115.01; 3) air pollution as defined in Minn. Stat. §116.06; or 4) a significant threat to the safe or efficient operation of a Solid Waste Management Facility.

Processing: means the treatment of Solid Waste after Collection and before Disposal. Processing includes but is not limited to reduction, separation, exchange, resource recovery, physical, chemical, or biological modification.

Public Health Nuisance: means the creation of conditions or acts that unreasonably annoy, injure, or endanger the safety, health, comfort, or repose of any number of members of the public.

Putrescible Material: means Solid Waste that is capable of rotting or is in a foul state of decay or decomposition.

Radioactive Waste Management Facility: means a geographic site, including buildings, structures, and equipment in or upon which radioactive waste is retrievably or irretrievably Disposed by burial in soil or permanently stored. An independent spent-fuel storage installation located on the site of a Minnesota nuclear Generation Facility for dry cask storage of spent nuclear fuel Generated solely by that Facility is not a Radioactive Waste Management Facility.

Real Property:

- A. For the purposes of taxation, "Real Property" includes the land itself, rails, ties, and other track materials annexed to the land, and all buildings, structures, and

improvements or other fixtures on it, bridges of bridge companies, and all rights and privileges belonging or appertaining to the land, and all mines, iron ore and taconite minerals not otherwise exempt, quarries, fossils, and trees on or under it.

- B. A building or structure shall include the building or structure itself, together with all improvements or fixtures annexed to the building or structure, which are integrated with and of permanent benefit to the building or structure, regardless of the present use of the building, and which cannot be removed without substantial damage to itself or to the building or structure.
- C. Real Property does not include;
- (i) Tools, implements, machinery, and equipment attached to or installed in Real Property for use in the business or production activity conducted thereon, regardless of size, weight or method of attachment, and mine shafts, tunnels, and other underground openings used to extract ores and minerals taxed under chapter 298 together with steel, concrete, and other materials used to support such openings.
 - (ii) The exclusion provided in clause (i) shall not apply to machinery and equipment includable as real estate by paragraphs (a) and (b) even though such machinery and equipment is used in the business or production activity conducted on the Real Property if and to the extent such business or production activity consists of furnishing services or products to other buildings or structures which are subject to taxation under this chapter.
 - (iii) The exclusion provided in clause (i) does not apply to the exterior shell of a structure, which constitutes walls, ceilings, roofs, or floors if the shell of the structure has structural, insulation, or temperature control functions or provides protection from the elements. Such an exterior shell is included in the definition of Real Property even if it also has special functions distinct from that of a building.
- D. The term Real Property does not include tools, implements, machinery, equipment, poles, lines, cables, wires, conduit, and station connections which are part of a telephone communications system, regardless of attachment to or installation in Real Property and regardless of size, weight, or method of attachment or installation. (Minn. Statute § 272.03, subdivision 1)

Recyclable Materials: means marketable materials that are separated from Solid Waste for the purpose of Recycling, including paper, glass, plastics, metals, automobile oil, and batteries. Refuse-derived fuel or other material that is destroyed by incineration is not a Recyclable Material. Recyclable Materials also refers to marketable materials separated from Industrial Solid Wastes and Construction and Demolition Debris for the purpose of recycling.

Recycling: means the process of Collecting and preparing Recyclable Materials and reusing the materials in their original form or using them in manufacturing processes that

do not cause the destruction of Recyclable Materials in a manner that precludes further use.

Recycling Facility: means a facility used to aggregate, process, or market Recyclable Materials, and motorized vehicle/scrap material salvage yards. Recycling Facility does not include an individual generator of Recyclable Materials, such as a homeowner or business and it does not include a manufacturer using Recyclable Materials as feedstock.

Recycling Opportunities: An opportunity to recycle must include:

- A. A local Recycling center in the County and sites for collecting Recyclable Materials that are located in areas convenient for Persons to use them;
- B. Curbside pickup, centralized drop-off, or a local Recycling center for at least four broad types of Recyclable Materials in cities with a population of 5,000 or more Persons; or
- C. Monthly pickup of at least four broad types of Recyclable Materials in cities of the first and second class and cities with 5,000 or more population in the metropolitan area.

Refuse: means putrescible and non-putrescible Solid Wastes, including garbage, rubbish, ashes, incinerator ash, incinerator residue, waste combustor ash, street cleanings, and Industrial Solid Wastes, and including municipal treatment wastes which do not contain free moisture.

Release: means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, Dumping, or Disposing into the environment which occurred at a point in time or which continues to occur.

Release does not include:

- A. Emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, watercraft, or pipeline pumping station engine;
- B. Release of source, by-product, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954, under United States Code, title 42, section 2014, if the Release is subject to requirements with respect to financial protection established by the federal Nuclear Regulatory Commission under United States Code, title 42, section 2210;
- C. Release of source, by-product or special nuclear material from any Processing site designated pursuant to the Uranium Mill Tailings Radiation Control Act of 1978, under United States Code, title 42, section 7912(a)(1) or 7942(a); or
- D. Any Release resulting from the application of fertilizer or agricultural or silvicultural chemicals, or Disposal of emptied pesticide containers or residues from a pesticide as defined in section 18B.01, subdivision 18.

Residential Building: means a single family home, a duplex, a tri-plex, a four-plex, an apartment building, a mobile home, a condominium, a townhouse, a cooperative housing unit, or any other Residential Building as determined by the County.

Residential Property: means property on which a single family home, a duplex, a tri-plex, a four-plex, an apartment building, a mobile home, a condominium, a townhouse, a cooperative housing unit, or any other Residential Building as determined by the County is located.

Residential Rate: means the rate of the Fee imposed on a Person who pays for Mixed Municipal Solid Waste Services for Mixed Municipal Solid Waste Generated from a Residential Property.

Residential Site: means any dwelling unit including: (a) detached single family residences, and (b) buildings or sites containing multiple residences including apartment buildings, condominiums, manufactured home parks, or town-homes, none of which are used solely for commercial purposes.

Self-Hauler: means a Person who transports their own Solid Waste for Solid Waste Management purposes.

Service Area: means a geographical area within the County, established by resolution of the County Board, to receive Solid Waste Management Services.

Site: means the spatial location of a proposed or actual Solid Waste Management Activity or Solid Waste Management Facility.

Solid Waste: means garbage, Refuse, mixed municipal solid waste, construction and demolition debris, sludge from a water supply treatment plant or air contaminant treatment Facility, and other discarded waste materials and sludges, in solid, semisolid, liquid, or contained gaseous form, resulting from industrial, mining, and agricultural operations and from residential and Non-Residential Property, and from community activities, but does not include Hazardous Waste; animal waste used as fertilizer; earthen fill, boulders, rock; sewage sludge; solid or dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents or discharges which are point sources subject to permits under Section 402 of the federal Water Pollution Control Act, as amended; dissolved materials in irrigation return flows; or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

Solid Waste Administrator: means the individual assigned by the County to oversee and direct Solid Waste Management Activities.

Solid Waste Department or Department: means the Aitkin County Environmental Services/Solid Waste Department.

Solid Waste Management Activity: means an activity related to the Generation, storage, Collection, Transportation, Processing or reuse, conversion, or Disposal of Solid Waste.

Solid Waste Management Facility: means a Solid Waste Land Disposal Facility, a Construction and Demolition Debris Land Disposal Facility, an Industrial Solid Waste Land Disposal Facility, a Compost Facility, a Transfer Station, a Solid Waste Processing Facility, a Waste Tire Facility, a Waste Tire Collection Site, a Waste Tire Facility, a Waste Tire Processing Facility, or a Recycling Facility.

Solid Waste Land Disposal Facility: means a Solid Waste Land Disposal Facility permitted by the Agency that is designed or operated for the purpose of disposing of Solid Waste on or in the land, together with any appurtenant facilities.

Solid Waste Management: means activities that are intended to affect or control the Generation of Solid Waste and activities which provide for or control the Collection, Transportation, Processing, Storage, treatment, and/or Disposal of waste.

Solid Waste Management Service Charge: means a service charge imposed pursuant to Minn. Stat. §400.08 or §437.811, subd. 3a.

Solid Waste Management Facility Fee: means the fee imposed on a Person who pays for Services of a Solid Waste Management Facility.

Solid Waste Management Plan: means the County Solid Waste Management Plan developed, adopted, and approved under Minn. Stat. §115A.46 or Minn. Stat. §473.149.

Solid Waste Management Services: means all activities provided by the County, by Persons under contract with the County, or by other Persons that support the waste management responsibilities described in Minn. Stat. Chapters 115A, 116, 400 and 473, including, but not limited to, waste reduction and reuse; waste recycling; composting of Yard Waste and food waste; Resource Recovery through Mixed Municipal Solid Waste composting or incineration; land disposal; management of problem materials and household hazardous waste; Collection, Processing, and Disposal of Solid Waste, Closure and post-closure care of a Solid Waste Management Facility, and response, as defined in Minn. Stat. §115B.02, to Releases from a Solid Waste Management Facility.

Solid Waste Ordinance or Ordinance: means the Solid Waste Ordinance adopted by Aitkin County.

Solid Waste Processing Facility: means a facility for the Processing of Solid Waste.

Solid Waste Reduction; Source Reduction: means an activity that reduces Generation of Solid Waste or the inclusion of toxic materials in Solid Waste, including:

- A. Reusing a product in its original form,
- B. Increasing the life span of a product,
- C. Reducing material or the toxicity of material used in production or packaging; or
- D. Changing procurement, consumption, or Solid Waste Generation habits to result in smaller quantities or lower toxicity of Solid Waste Generated.

Solid Waste Subcommittee: means a group of individuals, authorized by the County Board to accomplish a specific Solid Waste Management objective.

Source-Separated Compostable Material: means Mixed Municipal Solid Waste that:

- A. Is separated at the source by Solid Waste generators for the purpose of preparing it for use as Compost;
- B. Collected separately from other Mixed Municipal Solid Wastes;
- C. Is comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the Solid Waste Administrator has determined that no other person is willing to accept the paper for recycling; and
- D. Is delivered to a Facility to undergo controlled microbial degradation to yield a humus-like product meeting the Agency's class I or class II, or equivalent, Compost standards and where process residues do not exceed 15 percent by weight of the total material delivered to the Facility.

Source-Separated Recyclable Material: means Recyclable Materials separated by the Generator prior to Collection for Recycling.

Special Wastes: are non-hazardous Solid Wastes that have been prohibited from disposal with Mixed Municipal Solid Waste or have had other specific management requirements prescribed by statute.

State: means the State of Minnesota.

Transfer Station: means an intermediate Solid Waste Management Facility in which Solid Waste collected from any source is temporarily deposited to await Transportation to another Solid Waste Management Facility.

Transportation or Transports: means the conveying of Solid Waste from one place to another.

Unacceptable Waste: means those Solid Wastes that cannot be accepted for management at a Solid Waste Management Facility pursuant to local, State and federal laws, and the practices of the Solid Waste Management Facility.

Waste Tire: means a pneumatic tire or solid tire for motor vehicles that has been discarded or that can no longer be used for its original intended purpose because of wear, damage, or defect.

Waste Tire Collection Site: means a County-licensed and Agency permitted site or a site exempt from such license or permit, used for the Collection and storage of Waste Tires.

Waste Tire Dump: means an unlicensed, unpermitted Site being maintained, operated, used, or allowed to be used for the Collection, storage, keeping, or depositing of unprocessed Waste Tires.

Waste Tire Facility: means a Site where more than fifty (50) Waste Tires or an equivalent amount of tire derived products are Collected, deposited, stored, or Processed. The incidental storage of tire-derived products at the site of final use does not make the site a Waste Tire Facility.

Waste Tire Processing Facility: means a licensed Solid Waste Management Facility used for the shredding, slicing, producing, or manufacturing of usable materials, including fuel, from Waste Tires including incidental temporary storage activity. Processing does not include the retreading of Waste Tires.

Yard Waste: means garden wastes, leaves, lawn cuttings, weeds, and prunings generated at Residential or Non-Residential Properties.

Yard Waste Facility: means a facility used to compost Yard Waste.

SECTION 2.0 RULES, WORD USAGE

Masculine and Feminine Gender: The masculine gender includes the feminine and neuter genders.

Normal Work Days: The days that County Departments are open to the public for business.

Singular and Plural: Words used in the singular include the plural, and the plural includes the singular.

Tenses: Words used in the present tense include the future.

ARTICLE III GENERAL PROVISIONS

SECTION 1.0 DEPARTMENT POWERS AND DUTIES

The Aitkin County Solid Waste Department (Department) shall be responsible for the administration of this Ordinance. The Department's duties shall include, but shall not be limited to, the following:

- 1.01** To implement this Ordinance and review and consider all initial license/permit applications submitted to the Department for approval by the County Board for performance of Solid Waste Management Activities within the County.
- 1.02** To review and consider renewal license/permit applications, except as otherwise provided in this Ordinance.
- 1.03** To inspect Solid Waste Management Activities as herein provided, to investigate complaints, and to identify violations of this Ordinance.
- 1.04** To recommend, when necessary, to the County Attorney's Office, that legal proceedings be initiated against a certain Person or Solid Waste Management Activity to compel compliance with the provisions of this Ordinance or to terminate the operation of the same.
- 1.05** To encourage and conduct studies, investigations and research relating to aspects of Solid Waste Management such as methodology, chemical and physical considerations, and engineering.
- 1.06** To advise, consult, and cooperate with other governmental agencies in the furtherance of the purposes of this Ordinance.

SECTION 2.0 BOUNDARIES OF SERVICE AREA

Pursuant to Minn. Stat. § 400.08, subd. 2, the County establishes one Solid Waste Management Service Area, with its boundaries being coterminous with the boundaries of the County.

SECTION 3.0 HIGHEST STANDARDS PREVAIL

Where the conditions imposed by any provision of this Ordinance are either more restrictive or less restrictive than comparable conditions imposed by any other provision of this Ordinance or any other applicable law, ordinance, rule and regulation, the provision that establishes the higher standard for the promotion and protection of the public health, safety and general welfare shall prevail.

SECTION 4.0 JURISDICTION OF THE SOLID WASTE MANAGEMENT PLAN

Pursuant to Minn. Stat. §115A.46, subd. 5, a public entity within the County may not enter into a binding agreement nor develop nor undertake a Solid Waste Management

Activity that is inconsistent with the County Solid Waste Management Plan without the express consent of the County.

SECTION 5.0 PLANNING & ZONING APPROVAL

Any use of land for Solid Waste Management Activities within the County shall comply with the applicable Zoning requirements of the County Zoning Ordinance, or the requirements of applicable municipal land use ordinances.

SECTION 6.0 WAIVERS OR MODIFICATIONS

Due to the great variability in the types of Solid Waste and their existing and potential management methods, the Solid Waste Administrator may in a written approval waive or modify the strict application of the provisions of this Ordinance by reducing or waiving certain requirements when, in the discretion of the Solid Waste Administrator, such requirements are unnecessary or impractical, provided such a waiver or modification will not endanger the health, safety, and welfare of the public, or the environment. The Department may impose additional requirements through specific license/permit conditions on a Solid Waste Management Activity when deemed necessary to protect the health, safety, and welfare of the public, or the environment.

SECTION 7.0 AGENCY APPROVAL

No modification or waiver may be granted if it would result in noncompliance with State and federal laws, unless such modification or waiver has been granted a variance by the Minnesota Pollution Control Agency.

SECTION 8.0 INDEMNIFICATION

To the fullest extent permitted by law, a Licensee/Permittee shall indemnify the County, its officers, employees, agents, and others acting on their behalf, to hold them harmless, and to defend and protect them, from and against any and all loss, damage, liability, cost and expense (specifically including attorneys' fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims or proceedings (of any sort and from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, by reason of any act or omission of a Licensee/Permittee, its officers, employees or agents, or any other Person(s) or entity(ies) for whose acts or omissions a Licensee/Permittee may be legally responsible, in the performance of any of a Licensee's/Permittee's obligations (whether expressed or implied) under this Ordinance.

SECTION 9.0 FINANCIAL ASSURANCE

A performance bond, letter of credit or other financial assurance consistent with County policy shall be required prior to issuances of any Licenses/Permits to engage in Solid Waste Management Activity.

SECTION 10.0 NO CONSENT

Nothing contained in this Ordinance shall be deemed to be a consent, license, or permit to locate, construct, operate, or maintain any Solid Waste Management Activity, or to carry on any Activity prior to issuance of a license/permit, when a license/permit is required hereunder.

SECTION 11.0 FALSE INFORMATION

Intentional submission of false information shall be deemed a violation of this Ordinance.

SECTION 12.0 DATA PRIVACY

The Department shall require that any data received by the Department or any entity acting on behalf of the Department shall be maintained in accordance with the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

SECTION 13.0 SEVERABILITY

It is hereby declared to be the intention of the County Board that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional, invalid or unenforceable, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

**ARTICLE IV WASTE ABATEMENT, STORAGE,
COLLECTION, PROCESSING, & DISPOSAL**

SECTION 1.0 WASTE ABATEMENT

1.01 Purpose

The purpose of this section is to abate the need for land disposal of Solid Waste by requiring the source-separation of Yard Waste to create a beneficial Compost product and for recovery of Recyclable Materials to conserve natural resources and meet the State-mandated Recycling goal. This section also requires the delivery of Recyclable Materials to a Recycling Facility and Yard Waste to a Yard Waste Facility when on-site composting is not practiced.

1.02 Prohibition of Yard Waste and Recyclable Materials from the Mixed Municipal Solid Waste Stream; Management of Yard Waste and Recyclable Materials

Yard Waste shall not be placed in Mixed Municipal Solid Waste. When aggregated for Collection, Yard Waste **and Recyclable Materials** shall be placed in storage containers that are easily distinguishable from Mixed Municipal Solid Waste storage containers. Once source-separated, Yard Waste **and Recyclable Materials** shall not be recombined with Mixed Municipal Solid Waste.

A. Yard Waste Management

Generators must manage Yard Waste by one of the following methods:

1. Mulching it and spreading it on the ground,
2. Composting it on-site; or
3. Transporting it to a permitted Yard Waste Facility, either by Self-Hauling or by contract with a licensed Hauler.

B. Recycling

The recycling requirements of this Ordinance represent the minimum responsibility of Generators and do not limit the type or quantity of Recyclable Materials accepted by Recycling Facilities and Haulers. Generators are encouraged to recycle additional items to achieve and surpass the Recycling goal.

C. Residential Building Recycling

All Generators in Single Family Residential Buildings are encouraged to segregate and deliver the following Recyclable Materials to a Recycling Facility, either by Self-Hauling or by contract with a licensed Hauler: newsprint, glass containers, corrugated cardboard, plastic food and beverage containers, tin cans, aluminum cans and aluminum scrap.

Owners and/or managers of multi-unit Residential Buildings who provide for collection of Mixed Municipal Solid Waste must provide central collection locations for Recyclable Materials generated on their premises and must deliver the above listed Recyclable Materials to a Recycling Facility either by Self-Hauling or by contract with a licensed Hauler.

D. Non-Residential Property Recycling

Owners and/or managers of Non-Residential Property must provide central collection locations for at least three of the following Recyclable Materials generated on their premises: newsprint, glass containers, corrugated cardboard, plastic food and beverage containers, tin cans, aluminum cans and aluminum scrap. Owners and/or managers of Non-Residential Property shall ensure delivery of these Recyclable Materials to a Recycling Facility, either by Self-Hauling or by contract with a licensed Hauler.

E. Ownership of Yard Waste and Recyclable Materials

All Yard Waste and Recyclable Materials aggregated and offered for Collection shall remain the property and responsibility of the Generator until collected by a licensed Hauler or self-hauled to a Yard Waste Facility or Recycling Facility, at which time they shall become the property of the licensed Hauler, Yard Waste Facility or Recycling Facility, respectively. No Person, other than the Generator or the designated licensed Hauler, shall take said materials after aggregated for collection.

SECTION 2.0 STORAGE & COLLECTION

2.01 Purpose

This section governs the storage, Collection, and Transportation of Solid Waste generated within the County, including but not limited to Mixed Municipal Solid Waste, Yard Waste and Recyclable Materials. This section also governs Curbside Collection and all Persons collecting and transporting Solid Waste within the County.

2.02 Storage

Property owners and managers shall maintain their Open Areas free of Solid Waste accumulations unless the Solid Waste is stored in an acceptable container as specified in this Ordinance, or unless otherwise specified by this Ordinance. Solid Waste shall be stored in a manner to prevent the loss of Solid Waste to the environment and to preclude the development of vector, odor, and Public Health Nuisance problems.

A. Residential Sites

No Person shall place or store in Open Areas of any Residential Site; 2 or more inoperable motor vehicles, machinery, appliances, fixtures or equipment so damaged, deteriorated or obsolete such that there is no substantial potential further use consistent with usual function or reasonable reuse; lumber piles and building materials not being used in actual construction on the premises; refuse; problem materials; and Mixed Municipal Solid Waste including, but not limited to, Recyclable Materials, broken furniture, Tires and other debris.

B. Commercial Sites

No Person shall place or store upon the Open Areas of any Commercial Site 2 or more inoperable motor vehicles, machinery, appliances, fixtures or equipment so damaged, deteriorated or obsolete such that there is no substantial potential further use consistent with usual function or reasonable reuse; refuse; problem materials; and Mixed Municipal Solid Waste including, but not limited to, Recyclable Materials, broken furniture, tires and other debris. Nothing in this section is designed to restrict activities of automobile, scrap iron, and metal Recycling or salvage businesses that are operating in accordance with State, County, and municipal or township laws, rules and regulations.

C. Agricultural Sites

No Person shall place or store upon the Open Areas of any Agricultural Site 2 or more inoperable motor vehicles, machinery, appliances, fixtures or equipment so damaged, deteriorated or obsolete such that there is no substantial potential further use consistent with usual function or reasonable reuse; refuse; problem materials; and Mixed Municipal Solid Waste including, but not limited to, Recyclable Materials, broken furniture, tires and other debris, unless such activity is otherwise permitted by the County.

D. Construction Sites

Any Solid Waste generated at Construction Sites shall be placed in acceptable containers as specified in this Ordinance. No burning, burying or dumping of Solid Waste generated at Construction Sites shall occur at locations other than licensed/permitted Solid Waste Management Facilities, including brush and tree waste. **Generators of Solid Waste at Construction Sites must ensure the separation of Mixed Municipal Solid Waste and Recyclable Materials either on-site or through the use of a service provider offering such separation.**

E. Solid Waste Storage Containers

While being accumulated and stored for Collection and Transportation to a licensed/permitted Solid Waste Management Facility, Solid Waste shall be stored in reusable, covered containers (e.g., cans, dumpsters, compactors, roll-

off containers, etc.) that are rust, impact, vermin, and leak resistant. When aggregated for Collection, Yard Waste and Recyclable Materials shall be placed in storage containers that are easily distinguishable from Mixed Municipal Solid Waste storage containers. Plastic bags designed for containing manageable quantities of Solid Waste shall only be used for temporary storage and may only be placed outdoors for Collection no sooner than the evening prior to the scheduled Collection day.

F. Mixed Municipal Solid Waste Storage in Vehicles

Mixed Municipal Solid Waste shall be removed from Hauler Collection or Transportation vehicles at least every forty-eight (48) hours, except when allowed by the Solid Waste Administrator.

2.03 Collection

Every Commercial and Residential Site in the County, except Self-Haulers, shall engage a licensed Hauler for the Collection of Mixed Municipal Solid Waste.

A. Collection Charges

Haulers shall establish charges for the Collection of Mixed Municipal Solid Waste on a volume or weight basis to provide Generators the financial incentive to reduce their production of Mixed Municipal Solid Waste.

B. Secure all Loads

A Person who collects or transports Solid Waste must do so in a safe and sanitary manner and must secure all loads so as to prevent escape of any waste material.

C. Title to Non-Hazardous Mixed Municipal Solid Waste

Title to non-hazardous Mixed Municipal Solid Waste shall remain with the Generator until released to a licensed Hauler or by Self-Hauling to a licensed/permitted Facility. In cases where a Generator chooses not to utilize a licensed/permitted Solid Waste Management Facility, title to the non-hazardous Mixed Municipal Solid Waste and its associated environmental liability shall remain with the Generator.

SECTION 3.0 PROCESSING & DISPOSAL

3.01 Purpose

This section governs the processing and disposal of Solid Waste and regulates Solid Waste accumulations within the County.

3.02 Yard Waste

A. On-Site Yard Waste Composting

On-site Compost Sites are allowed if the site is managed in such a manner to prevent annoying odors, Public Health Nuisances, or unsafe conditions. Compostable organic materials suitable for backyard Compost Sites include: Yard Waste, straw, vegetable and fruit scraps, coffee grounds and filters, and eggshells. The County accepts the methods and guidelines published by the University of Minnesota Extension Service as suitable for on-site composting. On-site composting that does not comply with these methods and guidelines is not permitted.

B. Permitted Yard Waste Facilities

Yard Waste Facilities located in the County, except on-site Compost Sites, shall comply with the License/Permit requirements in this Ordinance.

3.03 Recyclable Materials

Recycling Facilities must comply with the requirements of Minnesota Rules Part 7035.2845, as amended from time to time, and a License/Permit for Recycling Facilities is required by this Ordinance. Recycling Facilities must operate in accordance with the provisions outlined in this Ordinance and Minnesota statutes and regulations.

3.04 Mixed Municipal Solid Waste

Generators shall dispose of Mixed Municipal Solid Waste at a permitted Solid Waste Management Facility and if the Facility is within the County, licensed/permitted by the County. Generators shall either utilize the Collection services of a licensed Hauler or Self-Haul their own Mixed Municipal Solid Waste to a licensed and permitted Solid Waste Management Facility.

3.05 Industrial Solid Waste

Generators are responsible for identifying, characterizing and properly managing the Industrial Solid Waste that they produce.

3.06 Unacceptable Waste, Problem Materials and Special Waste

State and federal laws or regulations prohibit the Processing and/or Disposal of some types of Solid Waste. Regulations also restrict the Processing of other materials or waste types because they may present an operational hazard to a Solid Waste Management Facility. Each Solid Waste Management Facility shall identify its own list of Unacceptable Wastes, Problem Materials and Special Wastes. This list shall identify which waste types cannot be accepted under any circumstances, as well as those waste types that may require special handling and/or need approval prior to delivery. This list shall be posted at the Facility and a copy provided to the County. Generators are responsible for identifying any

Unacceptable Waste, Problem Materials, and/or Special Wastes, that they produce and for adhering to Facility-specific requirements for disposal.

3.07 Delivery of Acceptable Waste

Each Person shall deliver only Acceptable Waste to a Solid Waste Management Facility. A Facility shall not be required to accept any Solid Waste that constitutes Unacceptable Waste and may, at its discretion, inspect all vehicles delivering Solid Waste to determine whether or not the Solid Waste contains Unacceptable Waste. The obligation of each Person not to deliver Unacceptable Waste to a Facility shall not be removed or in any way limited by an inspection of such Person's Solid Waste. Notwithstanding any prior acceptance of such Solid Waste as Acceptable Waste by a Facility, if the Facility, in the exercise of its reasonable judgment, identifies the presence of Unacceptable Wastes, Problem Materials, and/or Special Wastes, the Facility may reject the Solid Waste and the Person shall remove the rejected materials for proper management and Disposal at a permitted Facility. All costs of such removal, management, and Disposal shall be borne by the Person. Furthermore, if the presence of Unacceptable Wastes, Problem Materials and/or Special Wastes poses immediate operational difficulties for a Facility or if the Person fails to respond to a removal request, the Facility may remove and Dispose of the Unacceptable Wastes, Problem Materials, and/or Special Wastes and charge the costs of such removal, Disposal and special handling to the Person.

3.08 Prohibitions

A. Solid Waste Burning

Open Burning of Solid Waste is prohibited by this Ordinance, except as the site, date and time of the fire is specifically authorized by the U.S. Forest Service or pursuant to Minn. Stat. Chapter 88.

B. On-site Disposal of Solid Waste

It is a violation of this Ordinance for any Person to Dispose of Solid Waste, excluding Residential Yard Waste, on their property without a license/permit. The owner of any such Site shall prevent disposal of Solid Waste at the Site and if necessary take corrective actions to appropriately close and clean-up the Site, as determined by the County and/or the Agency. The existence of an unlicensed/unpermitted Solid Waste Site shall be reported to the Solid Waste Administrator upon discovery.

C. No person shall cause, permit or allow burying or open burning of Solid Waste in any portion of the county.

D. Unauthorized Container Use

It shall be illegal to use another Person's Solid Waste storage container, inspect its contents, or remove its contents unless provided prior authorization by the owner or lawful custodian of the container.

ARTICLE V HAULER LICENSING PROVISIONS

SECTION 1.0 LICENSE REQUIRED

No Person may Collect, Transport or Dispose of Solid Waste generated within the County except in full compliance with this Ordinance after having obtained a license to do so by the County Auditor as specified in this Article. This Article does not apply to Self-Haulers or to the Transportation of Solid Waste through the County.

SECTION 2.0 LICENSE REQUIREMENTS

Haulers shall comply with the following license requirements.

2.01 License Application

The Hauler shall submit a completed application to the County Auditor on a form provided by the County Auditor.

2.02 License Fees

The Hauler shall pay all license fees to the County with the License application and the license renewal application. The amounts of such license fees and late fees for submittal of a late application shall be established by November 1st of each year by the County Board. No license fee shall be prorated for a portion of a year and no License fee shall be refunded.

2.03 Incomplete or Non-Conforming Application

An application will be deemed incomplete if information is omitted, incomplete, inaccurate, or does not comply with the application requirements, or if the required fees do not accompany the application. If a License application is incomplete or otherwise does not conform to the requirements set forth in this Ordinance, the County Auditor and/or Department shall advise the applicant of the reasons for non- acceptance and may request that the applicant resubmit, modify, or otherwise alter the application.

2.04 License Term and Renewal

- A. Unless otherwise provided by the County Board, the term of a Hauler License granted pursuant to the provisions of this Ordinance shall be up to one year but shall expire on December 31st of the year the license is granted, unless sooner renewed, suspended or revoked.
- B. License renewal applications must be submitted to the County Auditor by December 31st of each year. License renewal applications received after that date shall be subject to a late fee.

2.05 License Non-Transferable

Licenses granted by the County Auditor under this Section are not transferable to other Persons.

SECTION 3.0 INSURANCE REQUIREMENTS

The Hauler shall obtain, maintain, and submit with the License application certificates of insurance issued by insurers duly licensed by the State of Minnesota providing the following coverage, or a self-insurance plan certified by the Department of Commerce providing equivalent coverage:

3.01 Worker's Compensation Insurance

- A. Worker's compensation insurance shall be in compliance with all applicable State Statutes. Such policy shall include Employer's liability coverage in at least such amount(s) as are customarily issued in Minnesota and an All States or Universal Endorsement, if applicable.
- B. In the event a Licensee is a sole proprietor and has elected not to provide workers' compensation insurance, the Licensee shall be required to execute and submit to the County Auditor an affidavit of sole proprietorship in a form acceptable to the County Auditor.

3.02 General Liability

- A. Commercial General Liability Coverage, providing coverage on an "occurrence", rather than on a "claims made" basis, which policy shall include, but shall not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this contract), independent Licensees, "XC&U" and products-completed operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage that is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy that includes a "Broad Form Endorsement", shall be considered to be an acceptable equivalent policy form.
- B. The Licensee shall maintain at all times during the period of the license a total combined general liability policy limit of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate, applying to liability for bodily injury, personal injury, and property damage, which total limit may be satisfied by the limit afforded under its "Commercial General Liability" policy, or equivalent policy, or by such policy in combination with the limits afforded by an "Umbrella" or "Excess Liability" policy (or policies), provided, that the coverage afforded under any such "Umbrella" or "Excess Liability" policy is at least as broad as that afforded by the underlying "Commercial General Liability" policy (or equivalent underlying policy).

C. Such commercial general liability policy and “Umbrella” or “Excess Liability” policy (or policies) may provide aggregate limits for some or all of the coverage afforded there under, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the “Umbrella” or “Excess Liability” policy provides coverage from the point that such aggregate limits in the underlying comprehensive general liability policy become reduced or exhausted.

3.03 Automobile Liability

Business Automobile liability insurance shall be obtained and shall cover liability for bodily injury and property damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by the Licensee in connection with performance under this license agreement. Such policy shall provide total liability limits for combined bodily injury and/or property damage in the amount of at least \$1,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an “Umbrella” or “Excess Liability” policy(ies), provided, that the coverage afforded under any such “Umbrella” or “Excess Liability” policy(ies) shall be at least as broad with respect to such business automobile liability insurance as that afforded by the underlying policy. Unless included within the scope of the Licensee’s commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract.

3.04 Evidence of Insurance

A Licensee shall promptly provide the County Auditor with evidence that the insurance coverage required hereunder is in full force and effect at least twenty (20) days prior to the granting of a license by the County Board. At least thirty (30) days prior to termination of any such coverage, Licensee shall provide the County Auditor with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of a “Certificate of Insurance”, or in such other form as the County Auditor may reasonably request, and shall contain sufficient information to allow the County Auditor to determine whether there is compliance with these provisions. At the request of the County Auditor, the Licensee shall, in addition to providing such evidence of insurance, promptly furnish the County Auditor with a complete (and if so requested, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least a sixty (60) day notice to the County Auditor prior to the effective date of policy cancellation, non-renewal, or material adverse change in coverage terms. The Licensee’s insurance agent shall certify on the certificate of insurance, that he/she has error and omissions coverage.

3.05 Insurer Policies

All policies of insurance required by this Ordinance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to the County Auditor. Such acceptance shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A: VII shall be conclusively deemed to be acceptable. In all other instances, the County Auditor shall have twenty (20) business days from the date of receipt of a Licensee's evidence of insurance to advise the Licensee in writing of any insurer that is not acceptable to the County. If the County Auditor does not respond in writing within such twenty (20) day period, the Licensee's insurer(s) shall be deemed to be acceptable to the County.

3.06 Loss Information

At the request of the County Auditor, the Licensee shall promptly furnish loss information concerning all liability claims brought against a Licensee (or any other Insured under Licensee's required policies) that may affect the amount of liability insurance available for the benefit and protection of the County under this Ordinance. Such loss information shall include such specifics and be in such form as the County Auditor may reasonably require.

SECTION 4.0 EQUIPMENT & OPERATIONS REQUIREMENTS

4.01 Equipment Requirements

All Solid Waste Collection and Transportation vehicles shall be easily cleanable, leak-proof, and be covered with metal, canvas, or a fishnet type material while in transit.

4.02 Maintenance

The Licensee shall maintain all Solid Waste Collection and Transportation vehicles in a safe and sanitary manner, and provide brooms and shovels on each vehicle for the purpose of cleaning up spilled material. All safety equipment including, but not limited to, horns, lights, and reflectors shall be operable.

4.03 Labeling

The Hauler shall print or paint in legible characters the capacity of each vehicle, and the name, address, and telephone number of the Hauler on each side of all vehicles or containers used by the Hauler to store, collect or transport Solid Waste in the County. Letters and numbers shall be at least four (4) inches high for all vehicles and at least two (2) inches high for all containers. This provision shall not apply to containers owned and maintained by a Solid Waste Generator.

4.04 Inspection

The Department may inspect and approve all Solid Waste Collection and transportation vehicles.

4.05 Storage

The Licensee shall not allow Solid Waste to remain or be stored in any Collection or Transportation vehicle, including roll-offs and other detachable containers, in excess of forty-eight (48) hours, except in the event of an emergency such as inclement weather, equipment breakdown or accident. Any storage of Solid Waste in containers must be done with a water impermeable cover.

4.06 Protecting Private Property

The Licensee shall take reasonable care to protect the property of customers being served. The Licensee shall be responsible for any damage or spillage of Solid Waste as a result of the Licensee or the Licensee's employees or agent's actions.

4.07 Smoking, Smoldering or Burning Solid Waste

The Licensee may not collect or transport Solid Waste that are smoking, smoldering, or burning.

4.08 Dumping in an Emergency

The Licensee shall be responsible for the cleanup of any Solid Waste that must be dumped in an emergency. The operator of the vehicle shall immediately notify the Department and the appropriate law enforcement agency and emergency service of such emergency dumping.

4.09 Hours of Operation

The Licensee may not collect or transport Solid Waste from Residential Property or Residential Buildings before 6:00 a.m. or after 9:00 p.m.

4.10 Yard Waste Collection

Haulers shall only accept for Collection Yard Waste that meets the following criteria:

- A. Has been placed in paper bags or other containers that will decompose within the time period it takes to produce a finished Compost product out of the material held by the container; or
- B. Is in a container that is not collected with the Yard Waste.

4.11 Prohibited Wastes

Haulers shall not accept for Collection in the County any Mixed Municipal Solid Waste that contains Yard Waste, Christmas trees, dry cell batteries (as prohibited by Minn. Stat. § 115A.9 155), Solid Wastes containing mercury (as prohibited by Minn. Stat. § 115A.932), motor vehicle fluids and filters (as prohibited in Minn. Stat. § 115A.916), or any material that has been banned from Solid Waste or Mixed Municipal Solid Waste by any State statute. Banned items include, but are not limited to, Waste Tires, Major Appliances, prohibited electronic wastes, telephone directories, and Medical Waste.

4.12 Mixing of Mixed Municipal Solid Waste and Recyclables Prohibited

Haulers shall not mix Source Separated Recyclable Materials with Mixed Municipal Solid Waste or handle Source-Separated Recyclable Materials in any way that reduces the reusability or marketability of the Source Separated Recyclable Materials.

4.13 Hauler-Imposed Collection Fees

- A. Hauler-imposed fees for the Collection of Mixed Municipal Solid Waste in the County shall increase with the volume or weight of the waste collected.
- B. Haulers of Mixed Municipal Solid Waste in the County are prohibited from imposing a greater Collection fee on residents who recycle than on residents, who do not recycle.
- C. Haulers shall offer a 64-gallon or less base container fee for Solid Waste generated at a Residential Building or at a Residential Property.
- D. If Collection of Yard Waste is provided, the Hauler-imposed fee for such Collection must be indicated as a separate line item on a customer's bill.

SECTION 5.0 REPORTING REQUIRED

A Hauler must keep records and report to the Department information relating to the Collection, Processing and Disposal of Solid Waste collected by the Hauler. The information shall be reported to the Department on an annual basis on a form provided by the Department.

5.01 Solid Waste Records

A Hauler shall keep records of the following information for at least 3 years. For purposes of this Ordinance, "origin" means a general geographic description that at a minimum names the local governmental unit within the County. "Type" means a best estimate of the percentage of each truckload that consists of residential, commercial, industrial, construction and demolition debris or any other general type of Solid Waste.

A. Types and Quantities of Solid Waste

A Hauler shall maintain records regarding the volume or weight, type(s) and origin(s) of Solid Waste collected. For each vehicle, the Hauler shall keep a daily record of the origin(s), type(s), and weight of the waste collected that day, and the identity of the Solid Waste Management Facility at which collected waste is deposited. If the waste is measured by volume at the Solid Waste Facility at which it is deposited, the record may indicate the volume rather than the weight of the waste.

B. Number of Residential and Non-Residential Accounts

The Hauler shall maintain a record of the number of Residential and Non-Residential accounts serviced in each geographic origin. For reporting purposes, units in Multi-Unit Residential Buildings shall be considered residential accounts, and each individual unit shall be reported as a separate account.

C. Total Weight of Solid Waste

The Hauler shall maintain a record of the total weight of all Solid Waste collected from Residential accounts and Non-Residential accounts for each geographic region. The weight of the Solid Waste collected shall be reported and documented by scale or other County approved documentation method.

D. Management of Solid Waste

The Hauler shall maintain a record of the location(s) where Solid Waste was delivered, deposited, processed, or marketed and the total amount of waste delivered to each Solid Waste Management Facility or other location.

SECTION 6.0 ADDITIONAL RECYCLABLE MATERIALS REPORTING REQUIREMENTS

In addition to the Solid Waste reporting requirements in Section 5.0, the Collection of Recyclable Materials are subject to the following requirements.

6.01 Weight of Individual Recyclable Materials

The Hauler shall maintain a record of the weight of Recyclable Materials collected from residential and non-residential accounts, for each of the following Recyclable Materials: newsprint, corrugated cardboard, mixed paper, magazines, metal/aluminum, glass containers, plastic containers, boxboard, Major Appliances, scrap metal, and additional materials as from time to time mandated by the County Board. The weight of each type of Recyclable Material collected may be estimated based upon the percentage of each material type recorded in previously documented Collections. The amount of Recyclable Materials collected from each geographic origin may be estimated based on the proportion

of accounts in each community. The weights of the recyclable materials, for the previous calendar year, shall be reported to the Department, on a form provided by the Department, by January 31 of each year.

ARTICLE VI FACILITY REQUIREMENTS AND LICENSES

SECTION 1.0 LICENSES/PERMIT REQUIRED

It is unlawful for any Person to establish, operate, or maintain a Solid Waste Management Facility without a license/permit from the County. No Person shall cause, permit, or allow land or property under that Person's control to be used for Solid Waste Processing, Disposal, Recycling Facility or Transfer Station purposes, except at a Site that complies with all County ordinances, regulations, local, State, and federal guidelines, statutes, rules and regulations.

1.01 Disposal of Solid Waste

No Person shall make nor allow land or property under their control to be used for Disposal of any Solid Waste unless it is a Solid Waste Management Facility for which a license/permit has been issued by the County Board or renewed by the Department, unless otherwise provided by this Ordinance. No Person shall dispose of any Solid Waste on any land or property, unless the County has issued a Solid Waste Management Facility license/permit for that land or property, unless otherwise provided by this Ordinance.

1.02 Facility Licenses/Permits

The following types of Facilities shall obtain a Solid Waste Management Facility License/Permit from the County:

- A. Solid Waste Land Disposal Facilities
- B. Construction and Demolition Debris Land Disposal Facilities
- C. Industrial Solid Waste Land Disposal Facilities
- D. Transfer Stations
- E. Solid Waste Processing Facilities
- F. Waste Tire Facilities
- G. Recycling Facilities

SECTION 2.0 FACILITY LICENSE/PERMIT FEES

2.01 Application Fee

An application fee, the amount to be determined by the Department and approved by the County Board, shall be established to process the Facility License/Permit application and review all plans and specifications and shall accompany the application.

2.02 Facility License/Permit Fees

Facility License/Permit fees shall be determined by the Department and approved by the County Board. License/Permit fees shall be established each year for the subsequent calendar year.

SECTION 3.0 LICENSE/PERMIT REQUIREMENTS

An application for a License/Permit or License/Permit renewal shall be made to the Department on forms furnished by the Department. The application shall not be considered complete until the Department has received all information, materials, plans, Financial Assurance, certificates of insurance, and fees required under this Ordinance.

3.01 Financial Assurance

The County Board may require Financial Assurance as appropriate for any or all of those Solid Waste Management Facilities listed in Article VI, Section 1.02, based on their size, operating life, operational practices, and types of waste accepted.

3.02. Planning and Zoning Approval

Any use of land for Solid Waste Management Facilities within the County shall comply with the applicable zoning requirements of the County Zoning Ordinance, or the zoning requirements of municipalities, if applicable.

3.03 Application Requirements

The application for initial License/Permit shall include:

- A. A complete copy of the permit application submitted to the MPCA, including a set of complete plans, specifications, design data, and ultimate land use; and
- B. A land use permit as required by the County Zoning Ordinance or the zoning authority having jurisdiction over the proposed site; and
- C. A written statement of how the proposed facility is consistent with the County Solid Waste Management Plan and current Agency Certificate of Need (CON), if applicable; and
- D. An application fee as established by the County Board; and
- E. The License/Permit application shall include two sets of complete plans, specifications, design data, ultimate land use plan if applicable, proposed operating procedures and such other information as may be required by the County, all prepared by a professional engineer registered in Minnesota.

3.04 Licensed/Permitted Facilities

At any time the Licensee/Permittee submits an application for renewal or modification of their Agency permit, a copy of that application and all supporting documentation must be submitted to the County and the process for License /Permit renewal shall be followed.

3.05 License Holder

In each application for a Solid Waste Management Facility License/Permit, the Owner and Operator shall be named as the proposed Licensees/Permittees. Co-Licensees/Permittees are jointly and severally liable for Ordinance violations.

SECTION 4.0 REVIEW OF FACILITY LICENSE/PERMIT APPLICATION

After receiving a complete License/Permit application that includes all required information, the County shall have 60 days to either grant or deny the License/Permit. If any applicant is denied a License/Permit, the applicant shall be notified in writing by the County of the reasons for the denial of the License/Permit. A denial shall be without prejudice to the applicant's right for filing a further application after revisions are made to meet objections specified as reasons for the denial.

4.01 Operational Conditions

The Licensee/Permittee shall comply with the operational conditions stated in the application as approved by the County. Failure of the Licensee/Permittee to comply with such operational conditions is a violation of this Ordinance and the Licensee/Permittee is subject to the penalties provided herein.

4.02 Contingent License/Permit Special Conditions

A License/Permit may be granted that is contingent upon compliance with special conditions specified in the License/Permit. Such conditions, if any, shall be designed to promote the health, welfare and safety of the public pursuant to this Ordinance. Failure of the Licensee/Permit to comply with such special conditions is a violation of this Ordinance and is subject to the penalties provided herein.

4.03 Sequencing

No License/Permit application will be considered until written proof that the local governing body, if applicable, has considered the establishment of the Facility and the results of that consideration are provided to the Department.

SECTION 5.0 TERM OF FACILITY LICENSE/PERMIT; RENEWAL; LICENSE/PERMIT NOT TRANSFERABLE

The term and renewal of Solid Waste Management Facility Licenses/Permits are governed by this section.

5.01 Term of License/Permit

Unless otherwise provided by the County Board, the term of a Solid Waste Management Facility License/Permit granted pursuant to the provisions of this Ordinance shall be when the property transfers ownership, license/permit expires, license/permit is revoked, or the expiration of the MPCA permit, unless sooner renewed, suspended or revoked.

5.02 Renewal of License/Permit

Application for renewal of a License/Permit shall be made in writing to the Department and shall be signed by an individual authorized to act on behalf of and bind the Licensee/Permittee. Application for a License/Permit renewal shall contain a statement of any changes in the information submitted from the last approved License/Permit application. Application for a License/Permit renewal shall contain reports required by the Ordinance. If applicable, the Licensee/Permittee shall submit Financial Assurance information including the Financial Assurance mechanism used, the amount of bond or letter of credit, cash on deposit, amount in a depository account or trust account and other information requested on a form provided by the Department. Failure to submit such information is grounds for revocation or for not granting renewal of the License/Permit. If there are no changes in Financial Assurance, it shall be so stated in the renewal application.

5.03 License/Permit Not Transferable

Any License/Permit obtained under this Ordinance shall be nontransferable. Licenses/Permits issued to corporations, partnerships or associations shall be valid only so long as there is no change in the ownership. Corporations, partnerships or associations holding Licenses/Permits shall submit written notice to the Solid Waste Department of any such changes in ownership on or before thirty (30) days prior to the effective date of any such change. In the case of a corporation, the Licensee/Permittee shall notify the Department when a Person or entity not listed in the application acquires an interest, and shall give all information about such Person as is required pursuant to the provisions of this Article.

SECTION 6.0 INSURANCE REQUIREMENTS

A Solid Waste Management Facility Licensee/Permittee shall provide and maintain at all times during the term of the License/Permit such insurance coverage as set forth in this Section, and otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the License/Permit indemnity provisions. The provisions of this Section shall also apply to all subcontractors, and independent contractors engaged by the Licensee/Permittee with respect to the License/Permit. The Licensee/Permittee shall be entirely responsible for securing the compliance of all such Persons or parties with these provisions.

6.01 Worker's Compensation Insurance

- A. Worker's compensation insurance shall be in compliance with all applicable State Statutes. Such policy shall include employer's liability coverage in at least such amount(s) as are customarily issued in Minnesota and an All States or Universal Endorsement, if applicable.
- B. In the event a Licensee/Permittee is a sole proprietor and has elected not to provide workers' compensation insurance, the Licensee/Permittee shall be required to execute and submit to the Department an affidavit of sole proprietorship in a form acceptable to the Department.

6.02 General Liability

- A. Commercial General Liability Coverage (Insurance Services Office form title), providing coverage on an "occurrence", rather than on a "claims made" basis, which policy shall include, but shall not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this contract), independent Licensees, "XC&U" and products-completed operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage that is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy that includes a "Broad Form Endorsement", GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.
- B. The Licensee/Permittee shall maintain at all times during the period of the License/Permit a total combined general liability policy limit of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate, applying to liability for bodily injury, personal injury, and property damage, which total limit may be satisfied by the limit afforded under its "Commercial General Liability" policy, or equivalent policy, or by such policy in combination with the limits afforded by an "Umbrella" or "Excess Liability" policy (or policies), provided, that the coverage afforded under any such "Umbrella" or "Excess Liability" policy is at least as broad as that afforded by the underlying "Commercial General Liability" policy (or equivalent underlying policy).
- C. Such commercial general liability policy and "Umbrella" or "Excess Liability" policy (or policies) may provide aggregate limits for some or all of the coverage afforded there under, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the "Umbrella" or "Excess Liability" policy provides coverage from the point that such aggregate limits in the underlying comprehensive general liability policy become reduced or exhausted.

6.03 Automobile Liability

Business Automobile liability insurance shall be obtained and shall cover liability for bodily injury and property damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by the Licensee/Permittee in connection with the operation of the licensed Solid Waste Management Facility. Such policy shall provide total liability limits for combined bodily injury and/or property damage in the amount of at least \$1,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an "Umbrella" or "Excess Liability" policy(ies), provided, that the coverage afforded under any such "Umbrella" or "Excess Liability" policy(ies) shall be at least as broad with respect to such business automobile liability insurance as that afforded by the underlying policy. Unless included within the scope of the Licensee's/Permittee's commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract.

6.04 Additional Insurance

The County may require a Licensee/Permittee to undertake an annual insurance evaluation, conducted by an independent evaluator selected by the County, which evaluator shall be reasonably acceptable to Licensee/Permittee. The County may, at any time during the period of the License/Permit, require that Licensee/Permittee secure any additional insurance, or additional feature to existing insurance, as is recommended by such evaluation as reasonably required for the protection of the County's interests or those of the public.

6.05 Evidence of Insurance

A Licensee/Permittee shall promptly provide the Department with evidence that the insurance coverage required hereunder is in full force and effect at least twenty (20) days prior to the granting of a license by the County Board. At least thirty (30) days prior to termination of any such coverage, Licensee/Permittee shall provide the Department with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of a "Certificate of Insurance", or in such other form as the Department may reasonably request, and shall contain sufficient information to allow the Department to determine whether there is compliance with these provisions. At the request of the Department, the Licensee/Permittee shall, in addition to providing such evidence of insurance, promptly furnish the Department with a complete (and if so requested, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least a sixty (60) day notice to the Department prior to the effective date of policy cancellation, non-renewal, or material adverse change in coverage terms. The Licensee's/Permittee's insurance agent shall certify on the certificate of insurance, that he/she has error and omissions coverage.

6.06 Insurer Policies

All policies of insurance required by this Ordinance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to the Department. Such acceptance shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A: VII shall be conclusively deemed to be acceptable. In all other instances, the Department shall have twenty (20) business days from the date of receipt of a Licensee's/Permittee's evidence of insurance to advise the Licensee in writing of any insurer that is not acceptable to the County. If the Department does not respond in writing within such twenty (20) day period, the Licensee's/Permittee's insurer(s) shall be deemed to be acceptable to the County.

6.07 Loss Information

At the request of the Department, the Licensee/Permittee shall promptly furnish loss information concerning all liability claims brought against a Licensee/Permittee (or any other Insured under Licensee's/Permittee's required policies) that may affect the amount of liability insurance available for the benefit and protection of the County under this Ordinance. Such loss information shall include such specifics and be in such form as the Department may reasonably require.

SECTION 7.0 FACILITY RECORDS

It shall be the obligation of the Operator of a Solid Waste Facility to maintain accurate operation records. To be considered for renewal the Licensee/Permittee must maintain the following records and submit reports as required by the Department.

7.01 Daily Records

Accurate daily records of Solid Waste Management Facility operations shall be maintained and made available upon request to the County or Authorized Representative including:

- A. Receipt of Solid Waste in tons and cubic yards shall be recorded daily in a manner acceptable to the County. This information shall provide statistics on the types and quantities of Solid Waste received including, but not limited to Residential Solid Waste, Non-Residential/Institutional waste, and Industrial Solid Waste.
- B. General areas in which a particular type of Solid Waste disposal takes place within a Solid Waste Land Disposal Facility shall be recorded.
- C. Information that identifies the types and quantities of waste Released from the Site or transported to other Solid Waste Management Facilities. This information includes but is not limited to Solid Waste, ash, Leachate, and residual materials derived from waste Processing.

- D. Copies of reports and data related to environmental monitoring including but not limited to groundwater testing, Leachate analysis, methane monitoring, and air emission data.
- E. Disposal of Hazardous Waste is prohibited. All Hazardous Wastes Generated by the facility operation or delivered to the facility by other Persons must be recorded, and documentation of management in accordance with State and federal regulations and as set out in the facility's operations plan must be reported.

7.02 Facility's Annual Report

The Licensee/Permittee shall submit a copy of the Licensed/Permitted facility's annual report required by the Agency to the Department by March 1 of each year.

7.03 Emergency Incidents

Within two (2) hours of an emergency incident that results in conditions that may be adverse to public or environmental health, the Licensee/Permittee shall submit oral notification to the Solid Waste Administrator.

- A. This report shall be followed with written notification within 48 hours of the incident.
- B. When corrective actions are required by County, State or federal agencies, a report of the incident and actions taken shall be submitted to the Solid Waste Administrator within 15 days of completion of the action.

SECTION 8.0 GENERAL REQUIREMENTS FOR ALL FACILITIES

The following items shall be established, constructed, or provided for at all Solid Waste Management Facilities, unless specifically exempted by the Department:

8.01 Design and Construction Requirements

- A. Sanitary facilities and shelter shall be available at the Site.
- B. Effective litter control devices such as portable fences shall be utilized.
- C. Electrical service, as necessary for operations and repairs.
- D. Firefighting facilities on site adequate to insure the safety of employees.
- E. Emergency first aid equipment to provide adequate treatment for all accidents.
- F. A potable water supply for Site Personnel.
- G. Shelter for maintenance and storage of Site equipment.
- H. Adequate facilities to ensure that no vehicle desiring entry into the Site may have to wait outside the perimeter of the Site.

- I. Adequate communication facilities shall be provided for emergency purposes.
- J. The Site shall be fenced or secured to prevent unauthorized entry and a gate shall be provided at the entrance to the Site and kept locked when an attendant is not on duty.
- K. An all-weather haul road to the unloading area.
- L. Visual screening of the Site, as approved by the Department, shall be provided by use of natural objects, trees, plants, seeded soil berms, fences, or other suitable means.
- M. An area shall be designated to inspect and store Solid Waste to determine whether or not Unacceptable Waste is contained in the Solid Waste deposited at the Site.

8.02 Facility Fee Authorized

The County Board may establish Solid Waste Land Disposal Facility fees pursuant to Minn. Stat. § 115A.919 and may utilize fees received pursuant to Minn. Stat. §115A.923.

- A. Any Solid Waste Management Facility subject to such fees shall file a monthly fee in the following manner:
 - 1. Monthly returns shall be on a reporting form approved by the Department.
 - 2. The return shall be signed by the Facility Operator or a Person authorized by the Facility Operator to do so.
 - 3. A check for the full amount of the fee and made out to the County Auditor must accompany the return form.
 - 4. The return shall be filed with the Department on or before the last day of the month immediately following the month in which the fee was incurred.
- B. Non-payment of fees shall be a violation of this ordinance including grounds for denial of a license application or renewal.

SECTION 9.0 MIXED MUNICIPAL SOLID WASTE LAND DISPOSAL FACILITIES

This section applies to facilities designed, constructed, maintained, or operated as a Mixed Municipal Solid Waste Land Disposal Facility.

9.01 State Rule Adopted

In addition to the general requirements provided for in this Ordinance and the specific requirements of this Section, the design, construction, and operation of Mixed Municipal Solid Waste Land Disposal Facilities shall be in accordance

with Agency Solid Waste Management Rules (Minn. Rules Chapter 7035), which are hereby adopted by reference as part of this Ordinance.

9.02 Licensing/Permitting Requirements

The following additional information shall be submitted to the Department as part of the application process for a Mixed Municipal Solid Waste Land Disposal Facility License/Permit.

1. Application and Fees

An applicant for a Mixed Municipal Solid Waste Land Disposal Facility License/Permit shall complete and submit to the Department an application on a form provided by the Department. The application shall not be considered complete until the Department receives the signed and dated application form, all applicable fees, and all materials required by this Section.

2. Existing Conditions Plan

A current map or aerial photograph of the area showing land use and zoning within 1/4 mile of the Solid Waste Land Disposal Site. The map or aerial photography shall be of sufficient scale to show all homes, buildings, lakes, ponds, watercourses, wetlands, dry runs, rock outcroppings, roads, and other applicable details and shall indicate the general topography with contours and drainage patterns. Wells shall be identified on the map or aerial photography, U.S.G.S. datum shall be indicated, and a north arrow drawn. A location insert map shall be included.

3. Plot Plan

A plot plan that includes the legal description of the Site and immediate adjacent area showing dimensions, location of soil borings, present and planned pertinent features including but not limited to roads, fencing and cover stockpiles. The plan of development including any excavation, trenching and fill shall be shown progressively with time. Cross sections shall be included on the plot plan or on separate sheets showing progressively with time the original and proposed elevation of excavation, trenching and fill. The scale of the plot plan should not be greater than 200 feet per inch.

4. Land Use Plan

An ultimate land use plan, including intermediate stages, identifying the total and complete land use. The scale of the ultimate land use plan shall not be greater than 200 feet per inch.

5. Report

A report shall accompany the plans indicating:

- a. Population and areas expected to be served by the proposed Site.

- b. Anticipated type, quantity and source of material to be Disposed of at the Site.
- c. Geological formations and ground water elevations to a depth of at least ten (10) feet below proposed excavation and lowest elevation of the Site, including the high-water table. Such data shall be obtained by soil borings or other appropriate means.
- d. Source and characteristic of cover material and method for protecting cover material for winter operation.
- e. Type and amount of equipment to be provided at the Site for excavating, earth moving, spreading, compacting and other needs.
- f. Area of Site in acres.
- g. Owner of the Site.
- h. Persons responsible for actual operation and maintenance of the Site and operating procedures.

9.03 Specific Design and Construction Requirements

The following shall be established, constructed, maintained, or provided for at the Site:

- A. Equipment sufficient for spreading, compacting, and covering operations to include sufficient reserve equipment or arrangements to provide for all operations within 24 hours of equipment breakdown.
- B. At each entrance to the Site the Licensee/Permittee shall erect and maintain a sign stating the name of the Solid Waste Management Facility, the schedule of days and hours the Mixed Municipal Solid Waste Management Facility is open to the public, the types of waste accepted, and Agency permit number and penalty for nonconforming Dumping. Plans and specifications for the sign wordage and its proposed placement shall be submitted to the Department for its approval prior to the sign's installation. Any changes to the sign after initial installation are also subject to approval by the Department.
- C. Suitable accommodations shall be provided for individuals who wish to Transport and Dispose of their own Mixed Municipal Solid Waste provided said Mixed Municipal Solid Waste has been determined by the owner/operator to be acceptable at the Facility.

9.04 Specific Operating Procedures

Any Person who has been granted a License/Permit by the Department to operate a Mixed Municipal Solid Waste Land Disposal Facility shall comply with the following specific operational requirements:

A. Open Burning, Animal Feeding and Scavenging

Open Burning of Mixed Municipal Solid Waste is prohibited. No scavenging shall be allowed. Salvaging shall be allowed only upon conditions approved in writing by the Department. Animal feeding within the Site is prohibited.

B. Wind-Blown Material

Unloading of Mixed Municipal Solid Waste shall be confined to as small an area as practicable and surrounded with appropriate materials to prevent wind-blown material within the area. At the conclusion of each day of operation, all wind-blown material resulting from the operation shall be collected and returned to the designated area by the Owner or Operator.

C. Cover and Compaction of Putrescible Material

Putrescible Material, which has reached a foul state of decay or decomposition, shall be immediately covered and compacted.

D. Public Nuisance Control

Control of vectors, such as rodents and flies, and of odors, dust, wind-blown material and other potential Public Nuisances shall be sufficient to prevent or eliminate any Public Nuisance. Should the Department so prescribe, an exterminator or pest control agent, at the Licensee's/Permittee's expense, shall be engaged to inspect the Mixed Municipal Solid Waste Land Disposal Facility on at least a monthly basis until the nuisance conditions are abated. A copy of each inspection report shall be sent to the Department immediately upon its receipt by the Licensee/Permittee.

SECTION 10.0 CONSTRUCTION AND DEMOLITION DEBRIS LAND DISPOSAL FACILITIES LICENSE/PERMIT

This section applies to all facilities designed, constructed, or operated for the land disposal of Construction and Demolition Debris, regardless of size or duration of operation.

10.01 State Rule Adopted

In addition to the general requirements provided in this Ordinance and the specific requirements of this Section, the design, construction, and operation of Construction and Demolition Debris Land Disposal Facilities shall be in accordance with Agency regulations (Minn. Chap. 7035), which is hereby adopted by reference as part of this Ordinance.

10.02 Licensing/Permitting Requirements

The following information shall be submitted to the Department as part of the application process for a Construction and Demolition Debris Land Disposal Facility License/Permit.

1. Application and Fees

An applicant for a Construction and Demolition Debris Land Disposal Facility License/Permit shall complete and submit to the Department an application on a form provided by the Department. The application shall not be considered complete until the Department receives the signed and dated application form, all applicable fees and all materials required by this section.

2. Existing Conditions Plan

A current map or aerial photograph of the area showing land use and zoning within 1/4 mile of the Site. The map or aerial photography shall be of sufficient scale to show all homes, buildings, lakes, ponds, watercourses, wetlands, dry runs, rock outcroppings, roads, and other applicable details and shall indicate the general topography with contours and drainage patterns. Wells shall be identified on the map or aerial photography, U.S.G.S. datum shall be indicated, and a north arrow drawn. A location insert map shall be included.

3. Plot Plan

A plot plan including the legal description of the Site and immediate adjacent area showing dimensions, location of soil borings, present and planned pertinent features including but not limited to roads, fencing and cover stockpiles. The plan of development including any excavation, trenching and fill shall be shown progressively with time. Cross sections shall be included on the plot plan or on separate sheets showing progressively with time the original and proposed elevation of excavation, trenching and fill. The scale of the plot plan should not be greater than 200 feet per inch.

4. Land Use Plan

An ultimate land use plan, including intermediate stages, identifying the total and complete land use. The scale of the ultimate land use plan shall not be greater than 200 feet per inch.

5. Report

A report shall accompany the plans indicating:

- a. Population and areas expected to be served by the proposed Site.
- b. Anticipated type, quantity and source of material to be disposed of at the Site.
- c. Geological formations and ground water elevations to a depth of at least ten (10) feet below proposed excavation and lowest elevation of the Site, including the high-water table. Such data shall be obtained by soil borings or other appropriate means.

- d. Source and characteristic of cover material and method for protecting cover material for winter operation.
- e. Type and amount of equipment to be provided at the Site for excavating, earth moving, spreading, compacting and other needs.
- f. Area of the Site in acres.
- g. Owner of the Site.
- h. Persons responsible for actual operation and maintenance of the Site and intended operating procedures.

10.03 Specific Design and Construction Requirements

The following shall be established, constructed, maintained or provided for at the Site:

- A. Equipment sufficient for spreading, compacting and covering operations to include sufficient reserve equipment or arrangements to provide for all operations within 24 hours of equipment breakdown.
- B. Specific requirements regarding liner requirements and waste screening shall be determined based upon the Site conditions and the projected composition of the Demolition and Construction Debris.

10.04 Specific General Operating Procedures

Any person who has been granted a License/Permit to operate a Construction and Demolition Debris Land Disposal Facility shall comply with the following specific operational requirements:

A. Public Use Prohibited

No public usage will be allowed except where specifically approved by the Department.

B. Waste Acceptance and Prohibited Wastes

Types of Construction and Demolition Waste accepted at the facility shall be pursuant to the Agency's Generic Template Industrial Solid Waste Management Plan for Demolition and Construction Landfills which is available on the Agency website.

SECTION 11.0 INDUSTRIAL SOLID WASTE LAND DISPOSAL FACILITIES

This section applies to all facilities designed, constructed, maintained, or operated as an Industrial Solid Waste Land Disposal Facility.

11.01 State Rule Adopted

In addition to the general requirements provided in this Ordinance and the specific requirements of this Section, the design, construction, and operation of Industrial Solid Waste Land Disposal Facilities shall be in accordance with Agency regulations (Minn. Rules Chap. 7035), which are hereby adopted by reference as part of this Ordinance.

11.02 Licensing/Permitting Requirements

The following information shall be submitted to the Department as part of the application process for an Industrial Solid Waste Land Disposal Facility License/Permit.

1. Application and Fees

An applicant for an Industrial Solid Waste Land Disposal Facility License/Permit shall complete and submit to the Department an application on a form provided by the Department. The application shall not be considered complete until the Department receives the signed and dated application form, all applicable fees and all materials required by this section.

2. Existing Conditions Plan

A current map or aerial photograph of the area showing land use and zoning within 1/4 mile of the Site. The map or aerial photography shall be of sufficient scale to show all homes, buildings, lakes, ponds, watercourses, wetlands, dry runs, rock outcroppings, roads, and other applicable details and shall indicate the general topography with contours and drainage patterns. Wells shall be identified on the map or aerial photography, U.S.G.S. datum shall be indicated, and a north arrow drawn. A location insert map shall be included.

3. Plot Plan

A plot plan including legal description of the Site and immediate adjacent area showing dimensions, location of soil borings, present and planned pertinent features including but not limited to roads, fencing and cover stockpiles. The plan of development including any excavation, trenching and fill shall be shown progressively with time. Cross sections shall be included on the plot plan or on separate sheets showing progressively with time the original and proposed elevation of excavation, trenching and fill. The scale of the plot plan should not be greater than 200 feet per inch.

4. Land Use Plan

An ultimate land use plan, including intermediate stages, identifying the total and complete land use. The scale of the ultimate land use plan shall not be greater than 200 feet per inch.

5. Report

A report shall accompany the plans indicating:

- a. Population and areas expected to be served by the proposed Site.
- b. Anticipated type, quantity and source of material to be disposed of at the Site.
- c. Geological formations and ground water elevations to a depth of at least ten (10) feet below proposed excavation and lowest elevation of the Site, including the high-water table. Such data shall be obtained by soil borings or other appropriate means.
- d. Source and characteristic of cover material and method for protecting cover material for winter operation.
- e. Type and amount of equipment to be provided at the Site for excavating, earth moving, spreading, compacting and other needs.
- f. Area of the Site in acres.
- g. Owner of the Site.
- h. Persons responsible for actual operation and maintenance of the Site and intended operating procedures.

11.03 Specific Design and Construction Requirements

The following shall be established, constructed, maintained or provided for at the Site:

- A. Equipment sufficient for spreading, compacting and covering operations to include sufficient reserve equipment or arrangements to provide for all operations within 24 hours of equipment breakdown.
- B. Specific requirements regarding liner requirements and waste screening shall be determined based upon the Site conditions and the projected composition of the Industrial Solid Waste.

11.04 Specific Operating Procedures

Any person who has been granted a License/Permit to operate an Industrial Solid Waste Land Disposal Facility shall comply with the following specific operational requirements, unless otherwise waived in writing by the Department:

A. Public Use Prohibited

No public usage will be allowed, except where specifically approved.

B. Waste Acceptance and Prohibited Wastes

Types of Industrial Solid Waste accepted at the facility shall be pursuant to the Agency's Generic Template Industrial Solid Waste Management Plan which is available on the Agency website.

SECTION 12.0 TRANSFER STATIONS

This section applies to all facilities designed, constructed, established, maintained and operated as a Solid Waste Transfer Station, regardless of size or category.

12.01 State Rule Adopted

In addition to the general requirements of this Ordinance and the specific requirements of this Section, the design, construction, and operation of Solid Waste Transfer Stations shall be in accordance with Agency regulations (Minn. Rules Chapter 7035), which are hereby adopted by reference as part of this Ordinance.

12.02 License/Permit Required

It is unlawful for any Person to establish, operate, or maintain a Solid Waste Transfer Station without first being licensed/permitted to do so by the Department.

A. Licensing/Permitting Requirements

The following information shall be submitted to the Department as part of the application process for a Solid Waste Transfer Station License/Permit:

1. Designation of the Transfer Station Category: All Solid Waste Transfer Stations shall be categorized as to type of Solid Waste transferred at the facility. The following categories are established:
 - a. Mixed Waste: This facility handles a variety of Solid Waste types, to include Mixed Municipal Solid Waste.
 - b. Demolition Debris: This facility handles Construction and Demolition Debris only.
2. Application and Fees: An applicant for a Solid Waste Transfer Station License/Permit shall complete and submit to the Department an application on a form provided by the Department. The application shall not be considered complete until the Department receives the signed and dated application form, all applicable fees, and all materials required by this section, to include:
 - a. Location, size and ownership of the land upon which the Transfer Station will operate.
 - b. General description of property use in the immediate vicinity of the Transfer Station.

- c. Complete plans and specifications and proposed operating procedures for the Transfer Station.
- d. A fee schedule for the use of Transfer Station.
- e. A statement of the ultimate Solid Waste Management Facility destination(s) of Solid Waste delivered to the Transfer Station.

12.03 Specific Design and Construction Requirements

The following specific design and construction requirements shall apply:

A. Entrance Sign

At each entrance to the Site the Licensee/Permittee shall erect and maintain a sign stating the name of the Transfer Station, the schedule of days and hours the Transfer Station is open to the public, and Agency permit number and penalty for nonconforming Dumping. Plans and specifications for the sign wordage and its proposed placement shall be submitted to the Department for approval prior to installation. Any changes to the sign after initial installation are also subject to approval by the Department.

B. Residential Disposal Facilities

For Transfer Stations open to the public, suitable facilities shall be provided for accepting Solid Waste from Self-Haulers.

C. Minimal Interference with Other Activities

The Transfer Station shall be so situated, equipped, operated, and maintained as to minimize interference with other activities in the area and not create a Public Nuisance.

12.04 Specific Operating Procedures

Any Person who has been granted a License/Permit by the Department to operate a Transfer Station shall comply with the following specific operational requirements:

A. Waste Removal and Clean-up

Unless stated otherwise as a part of the License/Permit, the Licensee/Permittee shall remove all Solid Waste from the tipping floor, clean, and maintain the Transfer Station at a minimum of every 72 hours.

B. Orderly Maintenance

The premises, entrances and exits shall be maintained in a clean, neat and orderly manner at all times.

C. Traffic Control

All incoming and outgoing traffic shall be controlled by the Licensee/Permittee in such a manner as to provide orderly and safe ingress and egress.

D. Unloading

All unloading of Solid Waste from contributing vehicles shall be conducted in such a manner as to eliminate odor and litter outside the Transfer Station.

E. Liquids

All liquids shall be captured, contained, and treated without discharging to the environment.

SECTION 13.0 SOLID WASTE PROCESSING FACILITIES

This section applies to all facilities designed, constructed, established, maintained and operated as Solid Waste Processing Facilities.

13.01 State Rule Adopted

In addition to the general requirements of this Ordinance and the specific requirements of this Section, the design, construction, and operation of Solid Waste Processing Facilities shall be in accordance with Agency regulations (Minn. Rules Chapter 7035). which are hereby adopted by reference as part of this Ordinance.

13.02 Licensing/Permitting Requirements

The following information shall be submitted to the Department as part of the application process for a Solid Waste Processing Facility License/Permit.

A. Application and Fees

An applicant for a Solid Waste Processing Facility License/Permit shall complete and submit to the Department an application on a form provided by the Department. The application shall not be considered complete until the Department receives the signed and dated application form, all applicable fees, and all materials required by this section, to include:

1. Location, size, and ownership of the Site the Solid Waste Processing Facility will operate on.
2. General description of property use in the immediate vicinity of the Solid Waste Processing Facility.
3. Complete plans and specifications and proposed operating procedures for the Solid Waste Processing Facility.

13.03 Specific Design and Construction Requirements

The following shall be established, constructed, maintained or provided for at the Site:

- A. The Solid Waste Processing Facility shall be so situated, equipped, operated, and maintained as to minimize interference with other activities in the area.
- B. Storage facilities for by-products, to include residuals and recyclables, shall be provided to prevent vector intrusion.
- C. The Site shall be sized, or a separate area provided, for a location for Transportation vehicles to park while waiting to unload or load material without having to wait on a public thoroughfare.
- D. A Solid Waste delivery area shall be designated and all Solid Waste delivered to the Solid Waste Processing Facility shall be confined to that area until incorporated into the Processing system.
- E. If the Processing Facility is a Solid Waste Composting Facility (excluding yard waste composting facilities), a Leachate Management System shall be provided for the facility and shall be designed and constructed so to be able to handle any run-off or run-on water that has made contact with the composted waste, materials stored for Composting or residual waste.

13.04 Specific Operating Procedures

Any Person who has been granted a License/Permit by the Department to operate a Solid Waste Processing Facility shall comply with the following specific operational requirements.

A. Orderly Maintenance

The premises, entrances and exits shall be maintained in a clean, neat and orderly manner at all times.

B. Traffic Control

All incoming and outgoing traffic shall be controlled by the Licensee/Permittee in such a manner as to provide orderly and safe ingress and egress.

C. Unloading

All unloading of Solid Waste from contributing vehicles shall be conducted in such a manner as to eliminate odor and litter outside the Processing Facility.

SECTION 14.0 WASTE TIRE FACILITIES

All Waste Tire Collection Sites and Processing Facilities shall be designed, constructed, maintained, and operated in accordance with the following provisions.

14.01 State Rule Adopted

In addition to the general requirements of this Ordinance and the specific requirements of this Section, the design, construction, and operation of Waste Tire Collection Sites and Processing Facilities shall be in accordance Agency regulations (Minn. Rules Chapter 9220), which are hereby adopted by reference as part of this Ordinance.

14.02 Licensing/Permitting Requirements

It is unlawful for any Person to establish, operate, or maintain a Waste Tire Collection Site or Processing Facility without first being licensed to do so by the Department, except that a License/Permit shall not be required for the following:

- A. A retail tire seller if no more than 500 Waste Tires are kept on the business premises.
- B. An Owner or Operator of a tire retreading business if no more than 3,000 Waste Tires are kept on the business premises and stored under roof.
- C. An Owner or Operator of a business who, in the ordinary course of business, removes tires from motor vehicles if no more than 500 Waste Tires are kept on the premises.
- D. A licensed and permitted Solid Waste Management Facility with less than 500 Waste Tires stored above ground at the licensed and permitted Site.
- E. A Person using Waste Tires for agricultural purposes if the Waste Tires are kept on the premises of use.

The following information shall be submitted to the Department as part of the application process for a Waste Tire Collection Site and/or Processing Facility License/Permit.

A. Application and Fees

An applicant for a Waste Tire Collection Site and/or Processing Facility License/Permit shall complete and submit to the Department an application on a form provided by the Department. The application shall not be considered complete until the Department receives all applicable fees and all materials required by this section, to include:

1. Location, size and ownership of the site on which the Waste Tire Collection Site and/or Processing Facility will operate.
2. General description of property use in the immediate vicinity of the Waste Tire Collection Site and/or Processing Facility.
3. Complete plans and specifications and proposed operating procedures for the Waste Tire Collection Site and/or Processing Facility.

14.03 Specific Design and Construction Requirements

The following specific design and construction requirements shall be established, constructed, maintained or provided for at the Site:

- A. The Licensee/Permittee shall maintain a minimum distance of one hundred (100) feet between the Waste Tire Collection Site or Processing Facility operations and the adjacent property line.
- B. The Licensee/Permittee shall divert surface water drainage around and away from the Collection area.
- C. The Licensee/Permittee shall provide adequate visual screening to reduce visibility of above-grade operations from housing or public right-of-ways by use of natural objects, trees, plants, seeded soil berms, fences, or other means deemed suitable by the Department.
- D. The Waste Tire Collection Site and/or Processing Facility shall be so situated, equipped, operated, and maintained as to minimize interference with other activities in the area.

14.04 Specific Operating Procedures

Any Person who has been granted a License/Permit by the Department to operate a Waste Tire Collection Site and/or Processing Facility shall comply with the following specific operational requirements:

- A. The Licensee/Permittee shall accept only Waste Tires at the Collection Site and/or Processing Facility.
- B. The Licensee/Permittee shall prohibit piling of Waste Tires within the following regions:
 - 1. Shore land;
 - 2. Regional flood plain for a 100-year flood; and
 - 3. Wetlands.
- C. The Licensee/Permittee shall:
 - 1. Confine Waste Tires to as small an area as practical with individual piles not more than 2500 square feet in area and 20 feet in height,
 - 2. Provide a minimum twelve (12) foot separation between the piles of Waste Tires to allow access for trucks and emergency vehicles,
 - 3. Provide trenching or other adequate measures to minimize the potential for fire spreading; and

4. Construct piles of Waste Tires to minimize the accumulation of stagnant water.

14.05 Waste Tire Reduction

Waste Tire Collection Sites, Processing Facilities, and Waste Tire Dumps in existence prior to the effective date of this provision shall reduce the accumulation of Waste Tires by Processing and/or marketing such Waste Tires by an amount and within time limits established by the Department, and shall be approved by the local zoning authority.

14.06 Cessation of Operation

Upon cessation of Waste Tire Collection Site and/or Processing Facility operations, the Licensee/Permittee, Owner, and Operator shall be responsible for removing all Waste Tires and tire products from the Site and ensure their proper management pursuant to this Ordinance and Minn. Stat. §§ 115A.90 to 115A.914.

ARTICLE VII INSPECTIONS, VIOLATIONS AND ENFORCEMENT

SECTION 1.0 INSPECTIONS

1.01 Inspections

Inspection of Solid Waste Management Activities, Facilities and/or a Licensee's/Permittee's premises shall be made by the Department in such frequency as to insure consistent compliance by the Licensee/Permittee with this Ordinance.

- A. The applicant or Licensee/Permittee shall allow free access to Authorized Representatives of the Department at any reasonable time for the purpose of making such inspections as may be necessary to determine compliance with the requirements of this Ordinance.
- B. Failure of the applicant or Licensee/Permittee to permit such inspection shall be grounds for denial, suspension or revocation of a license/permit. The Licensee/Permittee shall be provided with written documentation of any deficiencies and the date by which the corrections shall be completed.
- C. Whenever necessary to enforce any provision of this Ordinance, or whenever the County has reasonable cause to believe that a violation of this Ordinance exists, the County may enter premises to inspect the same or to perform any duty incumbent upon the Department.
- D. Whenever the Department or its Authorized Representatives shall find in any building, vehicle, or on any premises any material, condition or activity endangering the health, welfare or safety of the public, the Department shall issue such orders as may be necessary for the enforcement of this or other applicable County ordinances governing and safeguarding the health, welfare and safety of the public.
- E. Repeated violations of this Ordinance or failure to comply with any order of the Department, shall be grounds for suspension or revocation of a license/permit.
- F. Any order or notice issued or served by the Department shall be complied with by the Owner, Operator or other Person responsible for the condition or violation to which the order or notice pertains. Every order or notice shall set forth a time limit for compliance depending on the nature of and the danger created by the violation. In cases of extreme danger to health, welfare and safety of the public, immediate compliance shall be required.
- G. If a building, premises or vehicle is owned by one Person and occupied or operated by another, under lease or otherwise, and the order or notice requires immediate compliance for the health, welfare and safety of the public, such

order or notice shall be served on the Owner, Operator or occupant and the Owner, Operator or occupant shall ensure compliance with the order or notice.

1.02 Re-inspections

Upon written notification from the Licensee/Permittee that all the violations for which a suspension has been issued have been corrected, the Department shall re-inspect the Solid Waste Management Activity within 3 business days. If the Department finds upon such re-inspection that the violation has been corrected, the Department shall inform the Licensee/Permittee of reinstatement of the License/Permit.

SECTION 2.0 ACTION AUTHORIZED

For violations of this Ordinance, the County may take the following actions; issuance of a Notice of Violation; issuance of Citation(s); issuance of an Abatement Order; issuance an Embargo Order; issuance of an Administrative Penalty Order if authorized by law; suspension or revocation of a license/permit issued under this Ordinance; execution of a Stipulation Agreement; and/or commencement of other civil proceedings.

2.01 Notice of Violation (NOV)

The Department may issue a Notice of Violation (NOV) as defined in this Ordinance to any Person alleged to have committed a violation of this Ordinance. A NOV shall serve to place the Person alleged to have committed a violation on notice that compliance with specified Ordinance requirements must occur to avoid additional enforcement actions. The NOV shall be served by mail, certified mail or by personal service on the Person(s) alleged to have committed a violation of this Ordinance.

2.02 Citations

Any Person who fails to comply with the provisions of this Ordinance is guilty of a misdemeanor, and upon conviction thereof, shall be punished as provided by law. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

In the event of a violation or a threatened violation of this ordinance, Aitkin County, in addition to other remedies, may institute appropriate actions or proceedings to prevent, restrain, or abate such violations or threatened violations. The Department may and is empowered to issue citations and/or cease and desist orders to halt the progress of any on-going violation. When the work has been stopped by the Department for any valid reason whatsoever, it shall not again be resumed until the reason for the work stoppage has been completely satisfied and the cease and desist order lifted.

2.03 Abatement

In the event of an emergency abatement by the County as described in Section 2.04(E) below, or if a property owner does not complete Corrective Actions within the timelines given in a NOV, a Stipulation Agreement or a court order, the Department may abate the violations and the Department has the authority to enter the property and perform the Corrective Actions and recover the costs of the same from the property owner through Mn Statute 375.18, Subp.14.

A. Abatement Notice

1. Contents of Abatement Notice

An Abatement Notice shall include the following:

- a. Notice that the property owner has not completed the Corrective Actions within the time period required in the attached NOV(s), Stipulation Agreement or court order;
- b. Notice that the Department or its agent intends to enter the property and commence abatement of the conditions on the property that violate this Ordinance in thirty days;
- c. Notice that the property owner must correct the violation(s) before thirty days to avoid any civil liability for the costs of inspection and abatement that the County may incur.

2. Service

The Abatement Notice must be served on a property owner by certified mail or personal service. Service by certified mail shall be deemed complete upon mailing. If the property owner is unknown or absent and has no known representative upon whom the Abatement Notice can be served, the Department shall post the Abatement Notice at the property. The Department must send a copy of the Abatement Notice to the County Attorney's Office.

B. Abatement by the County

In the event a property owner does not abate the Ordinance violations within the applicable time period, the Department may expend funds necessary to abate the violation(s) in accordance with applicable County policies and procedures:

C. Recovery of Abatement Costs

1. The Department may pursue recovery of all costs, including enforcement costs, from the property owner for abatement incurred by the County, by

any means allowable by law. The cost of any enforcement action may be assessed and charged against the Real Property on which the violations are located.

2. The Department shall keep a record of the costs of abatements done under this Ordinance and report all work done for which assessments are to be made, stating and certifying the description of the land, lots or parcels involved and the amount assessable to each to the County Auditor.

2.4 Status of Financial Assurance

Financial Assurance issued for the facility shall remain in full force and effect during all periods of suspension, emergency suspension and revocation of the license/permit and is subject to claim by the County in accordance with the provisions of this Article.

2.5 Commencement of a Civil Court Action

In the event of a violation or a threat of violation of this Ordinance, the County Board may also institute other appropriate civil actions or proceedings in any court of competent jurisdiction, including requesting injunctive relief, to prevent, restrain, correct or abate such violations or threatened violations. The County may recover all costs, including reasonable attorney's fees, incurred for enforcement of this Ordinance through a civil action. If a property owner does not complete the Corrective Actions within the timelines in a court order, the Department may correct the violations and the Department has the authority to enter the property and perform the Corrective Actions. The Department may recover the costs of the same from the property owner through the court process or through the process set out in Section 2.04(D) above.

SECTION 3.0 APPEAL

Appeal of County Board Decision

Any appellant aggrieved by the decision of the County Board may appeal that decision within thirty (30) days after receipt of notice of decision, to the District Court in the County in which the land is located.



Aitkin
County

Board of County Commissioners Agenda Request

4A
Agenda Item #

Requested Meeting Date: March 26, 2019

Title of Item: Application to Make Retail Sales of Cigarette & other Tobacco Prod

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Sally M. Huhta		Department: Auditor's
Presenter (Name and Title):		Estimated Time Needed: 1 minute
Summary of Issue: Please approve application for License to Sell Tobacco Products - Westerlund Cenex		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve application for License to Sell Tobacco Products - Westerlund Cenex		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i>		



Aitkin County Board of Commissioners Agenda Request Form

5

Agenda Item #

Requested Meeting Date: March 26, 2019
Title of Item: Committee Reports

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested by: County Business		
Committee	Freq.	Schedule	Current Board Representatives
Association of MN Counties (AMC) Environment & Natural Resources Policy General Government Health & Human Services Indian Affairs Task Force Public Safety Committee Transportation Policy			Commissioner Anne Marcotte Commissioner Don Niemi HHS Director Cynthia Bennett Commissioner Laurie Westerlund Commissioner Laurie Westerlund Commissioner Bill Pratt
Aitkin Airport Commission	Monthly	1 st Thursday	Wedel
Aquatic Invasive Species (AIS)	Monthly	3 rd Thursday	Wedel and Pratt
Aitkin County CARE Board	Monthly	3 rd Tuesday	Westerlund
Aitkin County Community Corrections Advisory	Quarterly	Varies	Wedel and Marcotte
Aitkin County Water Planning Task Force	Bi-monthly	3 rd Wednesday	Wedel
Aitkin Economic Development Administration	Monthly	3 rd Thursday	Wedel
Arrowhead Counties Association	8 or 9x yearly	3 rd Wednesday	Niemi and Westerlund
Arrowhead Economic Opportunity Agency	Bi-monthly	3 rd Wednesday	Westerlund, Alt. Niemi
Arrowhead Regional Development Council	Quarterly	3 rd Thursday	Niemi, Alt. Westerlund
ATV Committee	As needed		Pratt and Westerlund
Big Sandy Lake Management Plan	Monthly	2 nd Wednesday	Pratt, Alt. Marcotte
Budget Committee	Most months	1 st Tuesday	Wedel and Westerlund
Development Achievement Center	Monthly	3 rd or 4 th Thurs.	Westerlund, Alt. Niemi
East Central Regional Library Board	Monthly	2 nd Monday	Niemi, Alt. Pratt
Economic Development	Monthly	1 st Wednesday	Pratt and Niemi
Emergency Management	As needed		Wedel
Environmental Assessment Worksheet	As needed		Marcotte and Pratt
Extension	4x year	Monday	Westerlund, Alt. Marcotte
Facilities/Technology	As needed		Wedel and Marcotte
H&HS Advisory (Liaison)	Monthly except July	1 st Wednesday	Westerlund and Wedel
Historical Society (Liaison)	Monthly	4 th Wednesday	Wedel
HRA	Monthly	4 th Wednesday	Westerlund
Investment	As needed		All Commissioners
Joint Powers Natural Resource Board	Odd Months	4 th Monday	Pratt and Land Cmr Courtemanche
Labor Management	Quarterly	Varies	Wedel, Alt. Westerlund
Lakes and Pines	Monthly	3 rd Monday	Niemi, Alt. Marcotte
Law Library	Quarterly	Set by Judge	Niemi
McGregor Airport Commission	Monthly	Last Wednesday	Pratt
Mille Lacs Fisheries Input Group			Westerlund
Mille Lacs Watershed	10x year	3 rd Monday	Westerlund, Alt. Niemi
Mississippi Headwaters Board	Monthly	4 th Friday	Marcotte, Alt. Pratt
MN Rural Caucus	8x year	Varies	Niemi, Alt. Pratt
Natural Resources Advisory Committee	8-10x year	2nd Monday	Marcotte and Pratt
NE MN Office Job Training	As called		Niemi
Northeast MN ATP	Quarterly	Varies	Pratt and Engineer Welle, Niemi Alt.
Northeast MN ECB	5-6x year	4 th Thursday	Marcotte, Alt. Sheriff
Northeast Waste Advisory Committee	Quarterly	2 nd Monday	Pratt, Alt. Westerlund
Northern Counties Land Use Coordinating Board	Monthly	1 st Thursday	Marcotte, Alt. Pratt
Ordinance	As needed		Pratt and Marcotte
Personnel/Insurance	As needed	2 nd Tuesday	Marcotte and Wedel
Planning Commission	Monthly	3 rd Monday	Westerlund
Rum 1W1P Policy Committee	Quarterly		Westerlund, Alt. Niemi
Snake River Watershed	Monthly	4 th Monday	Pratt
Sobriety Court	Bi-Monthly	3 rd Thursday	Wedel
Solid Waste Advisory	As needed		Pratt and Westerlund
Toward Zero Deaths	Monthly	2 nd Wednesday	Wedel
Tri-County Community Health Services	Quarterly & as needed	2 nd Thursday	Westerlund

Print List in Order By: 2 1 - Fund (Page Break by Fund) Page Break By: 1 1 - Page Break by Fund
2 - Department (Totals by Dept) 2 - Page Break by Dept
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas N

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
40	DEPT			Auditor			
89991	Bremer Bank						
	01-040-021-0000-5840		0.64	Receipt Nbr 7138 02/05/2019		Misc Receipts	N
	01-040-021-0000-5840		0.32	Receipt Nbr 7211 02/12/2019		Misc Receipts	N
	01-040-021-0000-5840		0.64	Receipt Nbr 7211 02/12/2019		Misc Receipts	N
	01-040-021-0000-5840		0.32	Receipt Nbr 7348 02/20/2019		Misc Receipts	N
	01-040-021-0000-5840		0.13	Receipt Nbr 7349 02/20/2019		Misc Receipts	N
89991	Bremer Bank		2.05	5 Transactions			
40	DEPT Total:		2.05	Auditor	1 Vendors	5 Transactions	
90	DEPT			Attorney			
89991	Bremer Bank						
	01-090-000-0000-5840		1.29	Receipt Nbr 7144 02/06/2019		Misc Receipts	N
	01-090-000-0000-5840		0.64	Receipt Nbr 7233 02/13/2019		Misc Receipts	N
	01-090-000-0000-5840		1.29	Receipt Nbr 7321 02/19/2019		Misc Receipts	N
	01-090-000-0000-5840		1.93	Receipt Nbr 7425 02/25/2019		Misc Receipts	N
	01-090-000-0000-5840		1.29	Receipt Nbr 7453 02/27/2019		Misc Receipts	N
89991	Bremer Bank		6.44	5 Transactions			
90	DEPT Total:		6.44	Attorney	1 Vendors	5 Transactions	
100	DEPT			Recorder			
89991	Bremer Bank						
	01-100-000-0000-6311		62.00	Feb Copies		Sales Tax	N
89991	Bremer Bank		62.00	1 Transactions			
100	DEPT Total:		62.00	Recorder	1 Vendors	1 Transactions	
122	DEPT			Planning & Zoning			
89991	Bremer Bank						
	01-122-000-0000-5840		5.45	Receipt Nbr 7161 02/07/2019		Misc Receipts	N
89991	Bremer Bank		5.45	1 Transactions			
122	DEPT Total:		5.45	Planning & Zoning	1 Vendors	1 Transactions	
252	DEPT			Corrections			

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 3/18/19 1:06PM
 1 General Fund

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
89991	Bremer Bank					
	01-252-000-0000-5861		136.63	Receipt Nbr 7456 02/27/2019	Medical Co Pay From Inmates	N
	01-252-252-0000-5872		50.25	Receipt Nbr 7237 02/13/2019	Phone Card Prisoner Welfare(Taxable)	N
	01-252-252-0000-5885		43.10	Receipt Nbr 7237 02/13/2019	Commissary Sales Taxable	N
	01-252-252-0000-5885		18.17	Receipt Nbr 7352 02/20/2019	Commissary Sales Taxable	N
	01-252-252-0000-5885		22.37	Receipt Nbr 7456 02/27/2019	Commissary Sales Taxable	N
89991	Bremer Bank		270.52	5 Transactions		
252	DEPT Total:		270.52	Corrections	1 Vendors	5 Transactions
1	Fund Total:		346.46	General Fund		17 Transactions

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 3 Road & Bridge

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Descripti</u>	<u>1099</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
0	DEPT			Undesignated		
	89991 Bremer Bank					
	03-000-000-0000-5855		1.93	Receipt Nbr 7102 02/01/2019		Charges-Individuals N
	03-000-000-0000-5855		1.93	Receipt Nbr 7161 02/07/2019		Charges-Individuals N
	03-000-000-0000-5855		1.93	Receipt Nbr 7178 02/08/2019		Charges-Individuals N
	03-000-000-0000-5855		1.93	Receipt Nbr 7271 02/14/2019		Charges-Individuals N
	03-000-000-0000-5855		0.13	Receipt Nbr 7350 02/20/2019		Charges-Individuals N
	03-000-000-0000-5855		3.44	Receipt Nbr 7391 02/22/2019		Charges-Individuals N
	03-000-000-0000-5855		3.86	Receipt Nbr 7391 02/22/2019		Charges-Individuals N
	89991 Bremer Bank		15.15	7 Transactions		
0	DEPT Total:		15.15	Undesignated	1 Vendors	7 Transactions
303	DEPT			R&B Highway Maintenance		
	8410 Bremer Bank					
	03-303-000-0000-6513		2,265.75	Feb Diesel Tax		Motor Fuel & Lubricants N
	8410 Bremer Bank		2,265.75	1 Transactions		
303	DEPT Total:		2,265.75	R&B Highway Maintenance	1 Vendors	1 Transactions
3	Fund Total:		2,280.90	Road & Bridge		8 Transactions

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 5 Health & Human Services

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
430	DEPT		Social Services			
89991	Bremer Bank					
	05-430-700-0000-5832		0.08	Receipt Nbr 7298 02/15/2019	Ss Administrative Recoveries	N
	05-430-700-0000-5832		0.32	Receipt Nbr 7468 02/28/2019	Ss Administrative Recoveries	N
89991	Bremer Bank		0.40	2 Transactions		
430	DEPT Total:		0.40	Social Services	1 Vendors	2 Transactions
5	Fund Total:		0.40	Health & Human Services		2 Transactions

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
0	DEPT			Undesignated			
4580	Mn Dept Of Finance						
	09-000-000-0000-2022		560.00	Birth / Death Charges		Birth/Death Surcharges	N
	09-000-000-0000-2024		99.00	Children Surcharges		St Share Of Birth Cert.-Children	N
	09-000-000-0000-2031		4,110.00	RE/Torrens Assurance		Real Estate Assurance (Was 5874 Anc	N
	09-000-000-0000-2036		3,721.50	State General Fund		Recording Surcharges (Was 5871 & 6:	N
4580	Mn Dept Of Finance		8,490.50		4 Transactions		
3375	Mn Dept Of Health						
	09-000-000-0000-2027		340.00	Feb Well Certificates		State Well Cert Fees (Was 5097 & 620	N
3375	Mn Dept Of Health		340.00		1 Transactions		
0	DEPT Total:		8,830.50	Undesignated	2 Vendors	5 Transactions	
9	Fund Total:		8,830.50	State		5 Transactions	

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 19 Long Lake Conservation C

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
521 DEPT			LLCC Administration		
89991 Bremer Bank					
19-521-000-0000-5885		14.27	Receipt Nbr 7187 02/08/2019		Commissary Sales Taxable N
19-521-000-0000-5885		82.34	Receipt Nbr 7430 02/26/2019		Commissary Sales Taxable N
89991 Bremer Bank		96.61	2 Transactions		
521 DEPT Total:		96.61	LLCC Administration	1 Vendors	2 Transactions
19 Fund Total:		96.61	Long Lake Conservation Center		2 Transactions

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 21 Parks

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
520	DEPT			Parks			
89991	Bremer Bank						
	21-520-000-0000-5510		11.58	Receipt Nbr 805 02/04/2019		Co. Parks Campground Fees	N
	21-520-000-0000-5510		7.72	Receipt Nbr 826 02/19/2019		Co. Parks Campground Fees	N
	21-520-000-0000-5510		2.57	Receipt Nbr 826 02/19/2019		Co. Parks Campground Fees	N
	21-520-000-0000-5510		2.57	Receipt Nbr 827 02/19/2019		Co. Parks Campground Fees	N
	21-520-000-0000-5510		9.01	Receipt Nbr 828 02/22/2019		Co. Parks Campground Fees	N
	21-520-000-0000-5510		1.93	Receipt Nbr 841 02/28/2019		Co. Parks Campground Fees	N
89991	Bremer Bank		35.38	6 Transactions			
520	DEPT Total:		35.38	Parks	1 Vendors	6 Transactions	
21	Fund Total:		35.38	Parks		6 Transactions	
	Final Total:		11,590.25	12 Vendors	40 Transactions		

Aitkin County

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	346.46	General Fund	
	3	2,280.90	Road & Bridge	
	5	0.40	Health & Human Services	
	9	8,830.50	State	
	19	96.61	Long Lake Conservation Center	
	21	35.38	Parks	
	All Funds	11,590.25	Total	Approved by,
			
			