

# ADJOURNED MEETING OF THE COUNTY BOARD OF COMMISSIONERS May 28, 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
- 9:02 E) Health & Human Services (see separate HHS agenda)
- 10:00 Break
- 10:10 F) **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 May 14, 2019 to May 27, 2019
  - B) Approve May 14, 2019 County Board Minutes
  - C) Approve Electronic Funds Transfers: \$693,823.13
  - D) Approve Temporary On-Sale Liquor License – Isle Lions Club
  - E) Adopt Resolution: Large Assembly License - High Lifter Quadna Mud Nationals
  - F) Approve Auditor Warrants – Contegrity
  - G) Approve Auditor Warrants – School May/June Settlement
  - H) Approve Commissioner Warrants
  - I) Adopt Resolution: 2019 State of MN Federal Supplemental Boating Safety Patrol Grant
  - J) Approve County Administrator Employment Agreement
- 10:12 3) Terry Neff, Environmental Services Director
- A) Approve Zoning Ordinance Amendments & Solid Waste Ordinance
- 10:32 4) John Welle, County Engineer
- A) Approve Set Public Hearing Date – Revert Portion of CSAH 3
- 10:37 5) Jessica Seibert, County Administrator
- A) Approve Adoption of Fund Balance Policy
  - B) County Administrator Updates

**11:00 6) Committee Updates**

**11:30 Adjourn**

<p>The Aitkin County Board of Commissioners met this 14<sup>th</sup> day of May, 2019 at 9:02 a.m., at Aitkin City Hall, with the following members present: Board Chair Anne Marcotte, Commissioners J. Mark Wedel, Laurie Westerlund, Don Niemi, Bill Pratt, and Administrative Assistant Sue Bingham. County Administrator Jessica Seibert was absent.</p>	<p><b>CALL TO ORDER</b></p>
<p>Motion by Commissioner Pratt, seconded by Commissioner Westerlund and carried, all members voting yes to approve the May 14, 2019 amended agenda. Commissioner Niemi asked for a few minutes on the agenda to share with the Board correspondence he received from Representative Dale Lueck.</p>	<p><b>APPROVED AGENDA</b></p>
<p>Motion by Commissioner Wedel, seconded by Commissioner Niemi and carried, all members voting yes to approve the Consent Agenda as follows: A) Correspondence File: April 23, 2019 to May 13, 2019; B) Approve County Board Minutes: April 23, 2019; C) Approve Electronic Funds Transfers: \$611,407.19; D) Approve STS Joint Powers Contract; E) Approve Township Approval of Wine/Strong Beer License Application; F) Adopt Resolution: ON Sale Combination Wine/Strong Beer License; G) Adopt Resolution: Accept Donation to K-9 Unit; H) Adopt Resolution: 2019 State of MN Annual County Boat &amp; Water Safety Grant Agreement; I) Adopt Resolution: Snowmobile / Ski Trail Funding; J) Adopt Resolution: Award Contract No. 20192; K) Adopt Resolution: Award Contract No. 20193; L) Approve Fair Ground Building Repairs; M) Approve LLCC SCI Broadband Agreement; N) Approve Commissioner Warrants: General Fund \$96,862.11, Road &amp; Bridge \$49,402.65, Special Revenue \$14,759.99, Health &amp; Human Services \$16,336.70, Trust \$13,907.87, Forest Development \$202.76, Capital Project \$1,893.66, Long Lake Conservation Center \$6,390.89, Parks \$441.18 for a total of \$200,197.81; O) Approve Manual Warrants: General Fund \$29,561.76, Road &amp; Bridge \$1,115.04, Health &amp; Human Services \$5,929.56, State \$31,406.77, Trust \$55,900.01, Taxes &amp; Penalties \$9,063.12, Long Lake Conservation Center \$1,023.12 for a total of \$133,999.38</p>	<p><b>CONSENT AGENDA</b></p>
<p>Under the consent agenda, motion by Commissioner Wedel, seconded by Commissioner Niemi and carried, all members voting yes to approve STS Joint Powers Agreement for fiscal years 2020 and 2021, as presented.</p>	<p><b>STS JOINT POWERS AGREEMENT</b></p>
<p>Under the consent agenda, motion by Commissioner Wedel, seconded by Commissioner Niemi and carried, all members voting yes to approve the issuance of the following ON Sale Combination Wine/Strong Beer License applied for in the within application for a period ending December 31, 2020:</p> <p>ON Sale Wine/Strong Beer:</p> <p>Danny J. Volk, d/b/a Hidden Meadows Campground Bar &amp; Grill – Unorg 48-27 Township</p>	<p><b>TOWNSHIP APPROVAL OF WINE/STRONG BEER LICENSE APPLICATION</b></p>
<p>Under the consent agenda, motion for a resolution by Commissioner Wedel, seconded by Commissioner Niemi and carried, all members voting yes to adopt resolution – On Sale Combination Wine/Strong Beer License:</p>	



**SKI TRAIL FUNDING**

**WHEREAS**, Aitkin County does not have the facilities to maintain the entire trail system in Aitkin County, and

**WHEREAS**, snowmobile clubs have maintained these trails in the past, and wish to contract with the County for maintaining trails during the 2019-2020 winter season, and

**WHEREAS**, these trails benefit the winter recreation, resort, industry, and economy of Aitkin County.

**NOW, THEREFORE BE IT RESOLVED**, that the Aitkin County Trail Administrator be authorized to apply for Grants in Aide assistance funds for snowmobile trail maintenance and grooming, and ski trail maintenance and grooming for the following trails.

Aitkin Sno-Drifters Trails
McGrath/Finlayson Trails
Tamarack Trails
Haypoint Trails
Palisade Trails
Mille Lacs Trails
No Achen / LLCC ski trails

**BE IT FURTHER RESOLVED**, that the Aitkin County Trail Administrator be authorized to contract for the 2019-2020 winter season for the development, maintenance, and grooming of the aforementioned trails with each of the corresponding interested clubs.

Under the consent agenda, motion for a resolution by Commissioner Wedel, seconded by Commissioner Niemi and carried, all members voting yes to adopt resolution – Award Contract No. 20192:

**WHEREAS**, Contract No. 20192 is for the sealing of cracks in bituminous pavements on various county highways, and

**WHEREAS**, sealed bids were opened for this project at 2:00 p.m. on Monday, April 29, 2019 with a total of five bids received, and

**WHEREAS**, Lot Pros, Inc. - Fergus Falls, MN - was the lowest responsible bidder in the amount of \$97,160.

**NOW THEREFORE, BE IT RESOLVED**, that Lot Pros, Inc. be awarded Contract 20192.

**BE IT FURTHER RESOLVED**, that the chairperson of the Aitkin County Board and the Aitkin County Administrator are hereby authorized and directed to enter into a contract on behalf of Aitkin County with said low bidder upon presentation of proper contract documents.

**RESOLUTION  
20190514-038  
AWARD  
CONTRACT NO.  
20192**

Under the consent agenda, motion for a resolution by Commissioner Wedel, seconded by Commissioner Niemi and carried, all members voting yes to adopt resolution – Award Contract No. 20193:

**WHEREAS**, Contract No. 20193 is for the processing of aggregate at three pit locations, and

**WHEREAS**, sealed bids were opened for this project at 2:00 p.m. on Monday, April 29, 2019 with a total of six bids received, and

**WHEREAS**, Ferguson Brothers Excavating, Inc. - Alexandria, MN - was the lowest responsible bidder in the amount of \$205,800.

**NOW THEREFORE, BE IT RESOLVED**, that Ferguson Brothers Excavating, Inc. be awarded Contract 20193.

**BE IT FURTHER RESOLVED**, that the chairperson of the Aitkin County Board and the Aitkin County Administrator are hereby authorized and directed to enter into a contract on behalf of Aitkin County with said low bidder upon presentation of proper contract documents.

Under the consent agenda, motion by Commissioner Wedel, seconded by Commissioner Niemi and carried, all members voting yes to authorize repairs to (3) Fairgrounds structures, and to award projects to Lueck Construction as presented. These expenses will be paid by MCIT insurance loss funds.

- 1. Industrial #2 \$16,507.00
- 2. Arts Pavilion \$ 8,250.00
- 3. Log Museum \$ 3,150.00

Under the consent agenda, motion by Commissioner Wedel, seconded by Commissioner Niemi and carried, all members voting yes to approve LLCC SCI Broadband Agreement and authorize signatures. All build costs will be covered by grants and LLCC Foundation. The only cost to the County will be an additional \$60 per month for phone and internet.

Motion by Commissioner Pratt, seconded by Commissioner Westerlund and carried, all members voting yes to approve the following Aitkin County Tourism and Development Grants as recommended by the Economic Development Committee:

- \$1,000.00 Mille Lacs Drift Skippers
- \$ 500.00 Jacques Art Center
- \$ 500.00 The Butler Project
- \$1,000.00 McGregor Chamber of Commerce
- \$1,000.00 McGregor Lion's Club
- \$4,000.00

**RESOLUTION  
20190514-039  
AWARD  
CONTRACT NO.  
20193**

**FAIRGROUNDS  
BUILDING  
REPAIRS**

**LLCC SCI  
BROADBAND  
AGREEMENT**

**AITKIN COUNTY  
TOURISM AND  
DEVELOPMENT  
GRANTS**

<p>John Welle, County Engineer reviewed the summary of 2019 Highway Contracts with the Board. Motion by Commissioner Wedel, seconded by Commissioner Pratt and carried, all members voting yes to approve the report.</p>	<p><b>2019 HIGHWAY MAINTENANCE CONSTRUCTION PROJECT UPDATE</b></p>																												
<p>At 9:30 a.m. Terry Neff, Environmental Services Director held a Public Hearing for Food and Lodging Ordinance revisions. Michelle Leitinger, Environmental Health Specialist reviewed the proposed changes with the Board. No public comment was given.</p>	<p><b>PUBLIC HEARING FOR FOOD AND LODGING ORDINANCE AMENDMENTS</b></p>																												
<p>Motion by Commissioner Westerlund, seconded by Commissioner Pratt and carried, all members voting yes to approve proposed amendments to the Food Protection Ordinance as presented.</p>	<p><b>FOOD PROTECTION ORDINANCE</b></p>																												
<p>Motion by Commissioner Westerlund, seconded by Commissioner Niemi and carried, all members voting yes to approve proposed amendments to Lodging Establishments Ordinance, with revision as discussed.</p>	<p><b>LODGING ESTABLISHMENTS ORDINANCE</b></p>																												
<p>At 10:00 a.m. Rich Courtemanche, Land Commissioner held a Public Hearing for Classification of Tax-Forfeited Land. Janet Hatfield, MacVile Township/Town of Swatara voiced concerns and questions about Parcels 6 through 9 in Swatara. Rich Courtemanche, Land Commissioner addressed all concerns and questions.</p>	<p><b>PUBLIC HEARING FOR CLASSIFICATION OF TAX-FORFEITED LAND</b></p>																												
<p>Motion for a resolution by Commissioner Pratt, seconded by Commissioner Niemi and carried, all members voting yes to adopt resolution – Classification of Tax-Forfeited Land:</p>																													
<p><b>WHEREAS</b>, a public meeting was held on May 14, 2019 at 10:00 am at the regular county board meeting and that prior to meeting for the purpose of classifying or reclassifying tax-forfeited lands, the county board gave notice of its intent to meet for that purpose in postings, on the web site, and in the local newspaper, in addition to sending letters to any township, city, and school district in which the properties were located, and</p>	<p><b>RESOLUTION 20190514-040 CLASSIFICATION OF TAX-FORFEITED LAND</b></p>																												
<p><b>WHEREAS</b>, at the meeting, no objections were raised on any of the attached parcels.</p>																													
<p><b>THEREFORE, BE IT RESOLVED</b>, that the Aitkin County tax forfeited parcels be classified as per below.</p>																													
<table border="1"> <thead> <tr> <th>#</th> <th>PIN #</th> <th>LEGAL</th> <th>Sec.</th> <th>Twp.</th> <th>Rge.</th> <th>Classification Recommendation</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>01-0-037201</td> <td>(NE-NE) LOT 3, (NW-NE) LOT 2, SW NE, AND (SE-NE) LOT 5 LYING SLY OF RD ROW AS IN DOC 385158 RIVERSIDE POINT 2ND</td> <td>18</td> <td>47</td> <td>27</td> <td>non-conservation</td> </tr> <tr> <td>2</td> <td>01-1-152900</td> <td>ADDITION, LOT 68 RIVERSIDE POINT 2ND</td> <td>25</td> <td>136</td> <td>25</td> <td>conservation</td> </tr> <tr> <td>3</td> <td>01-1-153000</td> <td>ADDITION, Lot 69</td> <td>25</td> <td>136</td> <td>25</td> <td>conservation</td> </tr> </tbody> </table>	#	PIN #	LEGAL	Sec.	Twp.	Rge.	Classification Recommendation	1	01-0-037201	(NE-NE) LOT 3, (NW-NE) LOT 2, SW NE, AND (SE-NE) LOT 5 LYING SLY OF RD ROW AS IN DOC 385158 RIVERSIDE POINT 2ND	18	47	27	non-conservation	2	01-1-152900	ADDITION, LOT 68 RIVERSIDE POINT 2ND	25	136	25	conservation	3	01-1-153000	ADDITION, Lot 69	25	136	25	conservation	
#	PIN #	LEGAL	Sec.	Twp.	Rge.	Classification Recommendation																							
1	01-0-037201	(NE-NE) LOT 3, (NW-NE) LOT 2, SW NE, AND (SE-NE) LOT 5 LYING SLY OF RD ROW AS IN DOC 385158 RIVERSIDE POINT 2ND	18	47	27	non-conservation																							
2	01-1-152900	ADDITION, LOT 68 RIVERSIDE POINT 2ND	25	136	25	conservation																							
3	01-1-153000	ADDITION, Lot 69	25	136	25	conservation																							

4	09-0-031708	0.52 AC G LOT 1 AS IN DOC 356347	19	46	25	non-conservation
5	19-0-038100	2.15 AC S&W OF R/W IN SE NW IN B26 D P536	22	49	25	conservation
6	20-1-063100	COUNTY AUDITORS PLAT OF SWATARA, LOT 2 BLK 4	20	51	26	non-conservation
7	20-1-063300	COUNTY AUDITORS PLAT OF SWATARA, LOT 4 BLK 4	20	51	26	non-conservation
8	20-1-063400	COUNTY AUDITORS PLAT OF SWATARA, LOT 5 BLK 4	20	51	26	non-conservation
9	20-1-063500	COUNTY AUDITORS PLAT OF SWATARA, LOT 6 BLK 4	20	51	26	non-conservation
10	26-0-044000	1 AC IN NW NW LESS .48 AC HY	27	46	23	non-conservation
11	27-1-072101	LAWLER, LOTS 11 & 12 BLK 8	19	47	22	non-conservation
12	29-1-082900	INDIAN PROTAGE, LOT 11 BLK 9	20	49	23	non-conservation
13	29-1-083000	INDIAN PROTAGE, LOT 12 BLK 9	20	49	23	non-conservation
14	29-1-083100	INDIAN PROTAGE, LOT 13 BLK 9	20	49	23	non-conservation
15	29-1-086800	INDIAN PROTAGE, LOT 4 BLK 11	20	49	23	non-conservation
16	29-1-086900	INDIAN PROTAGE, LOT 5 BLK 11	20	49	23	non-conservation
17	29-1-087000	INDIAN PROTAGE, LOT 6 BLK 11	20	49	23	non-conservation
18	29-1-088400	INDIAN PROTAGE, LOT 20 BLK 11	20	49	23	non-conservation
19	29-1-088500	INDIAN PROTAGE, LOT 21 BLK 11	20	49	23	non-conservation
20	29-1-180400	SHESEBE POINT, LOT 375	21	49	23	non-conservation
21	29-1-180500	SHESEBE POINT, LOT 376	21	49	23	non-conservation
22	29-1-244000	SHESEBE POINT THIRD ADDITION, LOT 10 BLK 18	27	49	23	non-conservation
23	29-1-244100	SHESEBE POINT THIRD ADDITION, LOT 11 BLK 18	27	49	23	non-conservation
24	29-1-257400	SHESEBE POINT THIRD ADDITION, LOT 6 BLK 24	27	49	23	non-conservation
25	29-1-271000	SHESEBE POINT THIRD ADDITION, LOT 1 BLK 33	27	49	23	non-conservation
26	29-1-271100	SHESEBE POINT THIRD ADDITION, LOT 2 BLK 33	27	49	23	non-conservation
27	29-1-283700	SHESEBE POINT THIRD ADDITION, LOT 5 BLK 40	27	49	23	non-conservation
28	29-1-289000	SHESEBE POINT THIRD ADDITION, LOTS 3 & 4 BLK 44	27	49	23	non-conservation
29	30-1-062500	EASTLAKE, LOT 3 BLK 10	20	47	23	non-conservation
30	52-1-040200	EVERGREEN BEACH, OUTLOT B LYING NW OF TWP RD	13	49	27	non-conservation
31	57-0-003002	LOT 6 LESS 0.72 AC PLAT PART OF NW SW LYING W & N	23	52	26	non-conservation
32	57-0-003107	OF CO RD # 82 PART OF SW SW LYING W & N	24	52	26	non-conservation
33	57-0-003108	OF CO RD #82	24	52	26	non-conservation

# AITKIN COUNTY BOARD

May 14, 2019

34	57-1-088400	QUADNA MOUNTAIN VACATION CLUB FIRST ADD, OUTLOT A	23	52	26	non-conservation
35	57-1-088500	QUADNA MOUNTAIN VACATION CLUB FIRST ADD, OUTLOT B	26	52	26	non-conservation
36	57-1-088900	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 120	23	52	26	non-conservation
37	57-1-089000	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 121	23	52	26	non-conservation
38	57-1-089100	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 122	23	52	26	non-conservation
39	57-1-089200	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 123	23	52	26	non-conservation
40	57-1-089300	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 124	23	52	26	non-conservation
41	57-1-089400	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 125	23	52	26	non-conservation
42	57-1-089500	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 126	23	52	26	non-conservation
43	57-1-089600	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 127	23	52	26	non-conservation
44	57-1-089700	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 130	23	52	26	non-conservation
45	57-1-089800	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 131	23	52	26	non-conservation
46	57-1-089900	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 132	23	52	26	non-conservation
47	57-1-090000	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 133	23	52	26	non-conservation
48	57-1-090100	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 134	23	52	26	non-conservation
49	57-1-090200	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 135	23	52	26	non-conservation
50	57-1-090300	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 136	23	52	26	non-conservation
51	57-1-090400	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 137	23	52	26	non-conservation
52	57-1-090500	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 140	23	52	26	non-conservation
53	57-1-090600	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 141	23	52	26	non-conservation
54	57-1-090700	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 142	23	52	26	non-conservation
55	57-1-090800	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 143	23	52	26	non-conservation
56	57-1-090900	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 144	23	52	26	non-conservation
57	57-1-091100	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 146	23	52	26	non-conservation
58	57-1-091200	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 147	23	52	26	non-conservation
59	57-1-091300	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 162	23	52	26	non-conservation

60	57-1-091400	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 163	23	52	26	non-conservation
61	57-1-091500	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 164	23	52	26	non-conservation
62	57-1-091600	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 166	23	52	26	non-conservation
63	57-1-091700	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 167	23	52	26	non-conservation
64	57-1-091800	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 170	23	52	26	non-conservation
65	57-1-091900	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 171	23	52	26	non-conservation
66	57-1-092000	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 172	23	52	26	non-conservation
67	57-1-092100	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 173	23	52	26	non-conservation
68	57-1-092200	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 174	23	52	26	non-conservation
69	57-1-092300	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 175	23	52	26	non-conservation
70	57-1-092400	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 176	23	52	26	non-conservation
71	57-1-092500	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 177	23	52	26	non-conservation
72	57-1-092600	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 180	23	52	26	non-conservation
73	57-1-092700	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 181	23	52	26	non-conservation
74	57-1-092800	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 182	23	52	26	non-conservation
75	57-1-092900	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 183	23	52	26	non-conservation
76	57-1-093000	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 184	23	52	26	non-conservation
77	57-1-093100	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 185	23	52	26	non-conservation
78	57-1-093200	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 186	23	52	26	non-conservation
79	57-1-093300	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, AU 187	23	52	26	non-conservation
80	57-1-093500	QUADNA MOUNTAIN LODGE CONDO NUMBER 4, C.E. & L.C.E.	23	52	26	non-conservation
81	58-1-005200	MCGRATH, LOTS 1-2 BLK 5 HESPER J NEWELLS ADDITION	5	43	23	non-conservation
82	59-1-026200	IN MCGREGOR, LOT 5 BLK 3 HESPER J NEWELLS ADDITION IN MCGREGOR, LOT 6 LESS W	31	48	23	non-conservation
83	59-1-026301	12 FT OF N 100 FT BLK 3 TINGDALES ORIGINAL TOWNSITE OF TAMARACK,	31	48	23	non-conservation
84	61-1-014400	LOTS 24 & 25 BLK 3	15	48	22	non-conservation





# Board of County Commissioners Agenda Request

20  
Agenda Item #

**Requested Meeting Date:** 5/28/2019

**Title of Item:** Electronic funds transfers

<input type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<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* <i>*provide copy of hearing notice that was published</i>

<b>Submitted by:</b> Lori Grams	<b>Department:</b> County Treasurer
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<b>Presenter (Name and Title):</b> N/A	<b>Estimated Time Needed:</b>
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**Summary of Issue:**  
Electronic funds transfers thru 5/20/19

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**  
Approve

**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:*

ELECTRONIC FUNDS TRANSFERS

Thru May 20, 2019

Date	Amount	Reason
5/1/19	\$10,856.16	Manual Warrant
5/8/19	\$655.99	Manual Warrant
5/10/19	\$36,845.87	Manual Warrant
5/10/19	\$21,096.55	Commissioner Warrant
5/10/19	\$2,576.55	Auditor Warrant
5/10/19	\$545,597.40	Payroll Abstract
5/15/19	\$549.62	Manual Warrant
5/16/19	\$1,696.42	Auditor Warrant
5/16/19	\$3,994.15	Manual Warrant
5/17/19	\$909.00	Auditor Warrant
5/17/19	\$78,711.29	Commissioner Warrant
5/17/19	\$1,846.28	Auditor Warrant
<hr/> \$693,823.13		



# Board of County Commissioners Agenda Request

20  
Agenda Item #

**Requested Meeting Date:** May 28, 2019

**Title of Item:** Temp On-Sale Liquor License

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input 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*
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<b>Submitted by:</b> Sally M. Huhta	<b>Department:</b> Auditor's
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<b>Presenter (Name and Title):</b> N/A	<b>Estimated Time Needed:</b> N/A
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**Summary of Issue:**

Please approve the following Temporary On-Sale Liquor License (Strong Beer) for 08/31/2019 thru 09/02/2019.

ON Sale:  
 Isle Lions Club, d/b/a Isle Lions Club – Williams Township (At White Pine Logging & Threshing Show – 15489 180th Ave., Finlayson, MN)

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**  
 Approve

**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:*



# Board of County Commissioners Agenda Request

25  
Agenda Item #

**Requested Meeting Date:** May 28, 2019

**Title of Item:** Large Assembly License

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" 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*
<b>Submitted by:</b> Sally Huhta		<b>Department:</b> Auditor's
<b>Presenter (Name and Title):</b> N/A		<b>Estimated Time Needed:</b> N/A
<b>Summary of Issue:</b>  Please adopt the following resolution:  BE IT RESOLVED, the Aitkin County Board of Commissioners agrees to approve the following Application for Large Assembly:  ATV/SxS Event – High Lifter Quadna Mud Nationals (High Lifter Products, Inc., d/b/a Mud National Events, LLC) – City of Hill City and Hill Lake Township  This is scheduled to take place June 6th – 9th, 2019 from 8:00 A.M. to 10:00 P.M. daily.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Adopt resolution (subject to obtaining all required paperwork and signatures)		
<b>Financial Impact:</b> 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 checked="" type="checkbox"/> No <i>Please Explain:</i>		

2F

LAH1  
5/14/19 3:07PM

# Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 1

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

Contegrity

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?: Y

# Aitkin County



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

LAH1  
5/14/19 3:07PM  
14 Capital Project

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
949	DEPT		Courthouse Addition			
13725	<b>Beartooth True Value</b>					
	14- 949- 000- 0000- 6231			B82402	Services, Labor, Contracts	N
	14- 949- 000- 0000- 6231	7.47		B83243	Services, Labor, Contracts	N
	14- 949- 000- 0000- 6231	2.05		B83519	Services, Labor, Contracts	N
	14- 949- 000- 0000- 6231	17.09		B83624	Services, Labor, Contracts	N
	14- 949- 000- 0000- 6231	16.02				
13725	<b>Beartooth True Value</b>	42.63	4 Transactions			
7647	<b>Braun Intertec Corporation</b>					
	14- 949- 000- 0000- 6231	1,330.00		B166324	Services, Labor, Contracts	N
7647	<b>Braun Intertec Corporation</b>	1,330.00	1 Transactions			
13545	<b>Contegrity Group, Inc.</b>					
	14- 949- 000- 0000- 6231	7,858.34	Aitkin Co Govt Center	2019070	Services, Labor, Contracts	N
	14- 949- 000- 0000- 6231	19,516.03	Aitkin Co Govt Center	2019071	Services, Labor, Contracts	N
13545	<b>Contegrity Group, Inc.</b>	27,374.37	2 Transactions			
10855	<b>Culligan</b>					
	14- 949- 000- 0000- 6231	50.50	Job Trailer	150100460925	Services, Labor, Contracts	N
	14- 949- 000- 0000- 6231	353.60	Break Room	150100461188	Services, Labor, Contracts	N
10855	<b>Culligan</b>	404.10	2 Transactions			
9465	<b>Garage Door Store</b>					
	14- 949- 000- 0000- 6231	47,452.50		App 1	Services, Labor, Contracts	N
9465	<b>Garage Door Store</b>	47,452.50	1 Transactions			
1754	<b>Garrison Disposal Company, Inc</b>					
	14- 949- 000- 0000- 6231	4,396.00		84740	Services, Labor, Contracts	N
1754	<b>Garrison Disposal Company, Inc</b>	4,396.00	1 Transactions			
5845	<b>Goble Portable Toilets</b>					
	14- 949- 000- 0000- 6231	345.00		I1743	Services, Labor, Contracts	N
5845	<b>Goble Portable Toilets</b>	345.00	1 Transactions			
8803	<b>Gopher State Contractors Inc</b>					
	14- 949- 000- 0000- 6231	11,977.07		App 5	Services, Labor, Contracts	N
8803	<b>Gopher State Contractors Inc</b>	11,977.07	1 Transactions			
15071	<b>Heater Rental Services</b>					

# Aitkin County



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

LAH1  
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14 Capital Project

<u>Vendor Name</u>	<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>On Behalf of Name</u>	
14- 949- 000- 0000- 6231		1,680.00		Services, Labor, Contracts	N
14- 949- 000- 0000- 6231		1,470.00		Services, Labor, Contracts	N
14- 949- 000- 0000- 6231		1,550.00		Services, Labor, Contracts	N
14- 949- 000- 0000- 6231		504.89		Services, Labor, Contracts	N
15071 Heater Rental Services		5,204.89	4 Transactions		
14958 Holden Electric Co.					
14- 949- 000- 0000- 6231		124,134.60	App 11	Services, Labor, Contracts	N
14958 Holden Electric Co.		124,134.60	1 Transactions		
11889 Honeywell International Inc.					
14- 949- 000- 0000- 6231		36,690.66	App 5	Services, Labor, Contracts	N
11889 Honeywell International Inc.		36,690.66	1 Transactions		
15004 LVC (Low Voltage Contractors)					
14- 949- 000- 0000- 6231		23,750.00	App 4	Services, Labor, Contracts	N
15004 LVC (Low Voltage Contractors)		23,750.00	1 Transactions		
14926 Masters Plumbing Heating & Cooling LLC					
14- 949- 000- 0000- 6231		38,310.65	App 12	Services, Labor, Contracts	Y
14926 Masters Plumbing Heating & Cooling LLC		38,310.65	1 Transactions		
3532 Nelson Lawn & Landscaping					
14- 949- 000- 0000- 6231		1,500.00	1413	Services, Labor, Contracts	Y
3532 Nelson Lawn & Landscaping		1,500.00	1 Transactions		
14925 Olympic Companies, Inc.					
14- 949- 000- 0000- 6231		69,442.62	App 8	Services, Labor, Contracts	N
14925 Olympic Companies, Inc.		69,442.62	1 Transactions		
3950 Public Utilities					
14- 949- 000- 0000- 6231		643.02	1121	Services, Labor, Contracts	N
14- 949- 000- 0000- 6231		125.71	22.Apr.19	Services, Labor, Contracts	N
14- 949- 000- 0000- 6231		885.06	30.Apr.19	Services, Labor, Contracts	N
3950 Public Utilities		1,653.79	3 Transactions		
12758 Roden Iron Inc,					
14- 949- 000- 0000- 6231		6,436.25	Aitkin Co Govt Center App 4	Services, Labor, Contracts	N

# Aitkin County



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

LAH1  
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14 Capital Project

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
12758	Roden Iron Inc,		6,436.25				
				1 Transactions			
15190	Skold Specialty Contracting LLC						
	14- 949- 000- 0000- 6231		5,989.75		App 1	Services, Labor, Contracts	N
15190	Skold Specialty Contracting LLC		5,989.75				
				1 Transactions			
4777	Thelen Heating & Roofing Inc						
	14- 949- 000- 0000- 6231		434.87		14121	Services, Labor, Contracts	N
4777	Thelen Heating & Roofing Inc		434.87				
				1 Transactions			
14927	Thurnbeck Steel Fabrication, Inc.						
	14- 949- 000- 0000- 6231		22,962.54		App 9	Services, Labor, Contracts	N
14927	Thurnbeck Steel Fabrication, Inc.		22,962.54				
				1 Transactions			
15167	Tom Kraemer, INC.						
	14- 949- 000- 0000- 6231		90.00		326357	Services, Labor, Contracts	N
15167	Tom Kraemer, INC.		90.00				
				1 Transactions			
949	DEPT Total:		429,922.29	Courthouse Addition	21 Vendors	31 Transactions	
14	Fund Total:		429,922.29	Capital Project		31 Transactions	
	Final Total:		429,922.29	21 Vendors	31 Transactions		

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# Aitkin County

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



<b>Recap by Fund</b>	<b><u>Fund</u></b>	<b><u>AMOUNT</u></b>	<b><u>Name</u></b>
	14	429,922.29	Capital Project
All Funds		429,922.29	Total

Approved by, .....

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# Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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1 - Fund (Page Break by Fund)  
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4 - Vendor Name

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1 - Page Break by Fund  
2 - Page Break by Dept

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

*School  
May/June  
Settlement*

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 12 Agency

# Aitkin County



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name <u>Account/Formula</u>	Rpt <u>Accr</u>	Amount	Warrant Description <u>Service Dates</u>	Invoice # <u>Paid On Bhf #</u>	Account/Formula Descripti <u>On Behalf of Name</u>	1099
932	DEPT			Schools			
393	Isd 1 Aitkin- Treasurer 12- 932- 000- 0000- 6801		904,569.87	May/June Advance		Appropriations	N
393	Isd 1 Aitkin- Treasurer		904,569.87		1 Transactions		
1985	Isd 182 Crosby- Treasurer 12- 932- 000- 0000- 6801		36.23	May/June Advance		Appropriations	N
1985	Isd 182 Crosby- Treasurer		36.23		1 Transactions		
392	Isd 2 Hill City- Treasurer 12- 932- 000- 0000- 6801		264,700.61	May/June Advance		Appropriations	N
392	Isd 2 Hill City- Treasurer		264,700.61		1 Transactions		
1983	Isd 2165 Hinckley Finlayson- Treasurer 12- 932- 000- 0000- 6801		91,370.71	May/June Advance		Appropriations	N
1983	Isd 2165 Hinckley Finlayson- Treasurer		91,370.71		1 Transactions		
1979	ISD 2580 East Central- Treasurer 12- 932- 000- 0000- 6801		18,177.08	May/June Advance		Appropriations	N
1979	ISD 2580 East Central- Treasurer		18,177.08		1 Transactions		
395	ISD 4 McGregor- Treasurer 12- 932- 000- 0000- 6801		733,457.36	May/June Advance		Appropriations	N
395	ISD 4 McGregor- Treasurer		733,457.36		1 Transactions		
1982	Isd 473 Isle- Treasurer 12- 932- 000- 0000- 6801		130,548.32	May/June Advance		Appropriations	N
1982	Isd 473 Isle- Treasurer		130,548.32		1 Transactions		
1981	Isd 577 Willow River- Treasurer 12- 932- 000- 0000- 6801		6,843.66	May/June Advance		Appropriations	N
1981	Isd 577 Willow River- Treasurer		6,843.66		1 Transactions		
394	Isd 698 Floodwood- Treasurer 12- 932- 000- 0000- 6801		31,828.35	May/June Advance		Appropriations	N
394	Isd 698 Floodwood- Treasurer		31,828.35		1 Transactions		
1984	Isd 95 Cromwell- Wright- Treasurer 12- 932- 000- 0000- 6801		560.34	May/June Advance		Appropriations	N

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 12 Agency

# Aitkin County



## 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.</u> <u>Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
1984 Isd 95 Cromwell- Wright- Treasurer		560.34		1 Transactions		
932 DEPT Total:		2,182,092.53	Schools	10 Vendors		10 Transactions
12 Fund Total:		2,182,092.53	Agency			10 Transactions
Final Total:		2,182,092.53	10 Vendors	10 Transactions		

# Aitkin County

## Audit List for Board AUDITOR'S VOUCHERS ENTRIES



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
12	2,182,092.53	Agency
<b>All Funds</b>	<b>2,182,092.53</b>	<b>Total</b>

Approved by, .....

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# Aitkin County



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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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?: Y

LAH1  
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1 General Fund

# 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	
1 DEPT		Commissioners			
86222 Aitkin Independent Age		Synopsis 4/9/19	691617	Printing, Publishing & Adv	N
01-001-000-0000-6230					
86222 Aitkin Independent Age		89.25			
		89.25	1 Transactions		
10452 AT&T Mobility					
01-001-000-0000-6250			287259994975	Telephone	N
10452 AT&T Mobility		66.16			
		66.16	1 Transactions		
14289 Pratt/Bill					
01-001-000-0000-6330		506.92	874@.58	Transportation & Travel & Parking	N
14289 Pratt/Bill		506.92			
			1 Transactions		
1 DEPT Total:		662.33	Commissioners	3 Vendors	3 Transactions
12 DEPT			Court Administration		
5851 Gustafson Attorney at Law/Jean M.					
01-012-000-0000-6232		112.50	01-PR-11-427	556	Attorney Services
5851 Gustafson Attorney at Law/Jean M.		112.50			Y
			1 Transactions		
12 DEPT Total:		112.50	Court Administration	1 Vendors	1 Transactions
40 DEPT			Auditor		
86222 Aitkin Independent Age					
01-040-000-0000-6230		94.25	Unorg Twp BOA	Printing, Publishing & Adv	N
86222 Aitkin Independent Age		94.25			
			1 Transactions		
2099 Harmon/Elizabeth					
01-040-000-0000-6405		7.32	Notary journal	Office & Computer Supplies	N
01-040-000-0000-6511		8.51	Gas for Aud/Treas meeting	Gas And Oil	N
2099 Harmon/Elizabeth		15.83			
			2 Transactions		
2214 Holder/Maryann					
01-040-021-0000-6301		825.00	June Rent	Rentals	1
2214 Holder/Maryann		825.00			
			1 Transactions		
9594 MACATFO					
01-040-000-0000-6241		30.00	Kirk Peysar 2019 Conf	Registration Fee	N

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 1 General Fund

# 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	
9594 MACATFO		30.00	1 Transactions		
86235 The Office Shop Inc					
01-040-021-0000-6405		4.00	Office supplies	304607-0	Office & Computer Supplies N
86235 The Office Shop Inc		4.00	1 Transactions		
40 DEPT Total:		969.08	Auditor	5 Vendors	6 Transactions
42 DEPT			Treasurer		
208 American Solutions For Business					
01-042-000-0000-6205		1,742.12	Tax Statements/Valuations	INV04011142	Postage N
01-042-000-0000-6231		4,408.00	Tax Statements/Valuations	INV04011142	Services, Labor, Contracts N
01-042-000-0000-6405		1,404.36	Tax Statements/Valuations	INV04011142	Office & Computer Supplies N
208 American Solutions For Business		7,554.48	3 Transactions		
4173 Grams/Lori					
01-042-000-0000-6332		555.00	Hotel MACATFO		Hotel / Motel Lodging N
4173 Grams/Lori		555.00	1 Transactions		
9594 MACATFO					
01-042-000-0000-6241		30.00	Lori Grams Attendee		Registration Fee N
9594 MACATFO		30.00	1 Transactions		
42 DEPT Total:		8,139.48	Treasurer	3 Vendors	5 Transactions
43 DEPT			Assessor		
90762 Aitkin Co License Center					
01-043-000-0000-6374		11.00	Tabs for 13 Escape		Auto & Trailer License N
90762 Aitkin Co License Center		11.00	1 Transactions		
208 American Solutions For Business					
01-043-000-0000-6205		1,742.11	Tax Statements/Valuations	INV04011142	Postage N
01-043-000-0000-6230		4,408.01	Tax Statements/Valuations	INV04011142	Printing, Publishing & Adv N
01-043-000-0000-6230		1,130.63	Tax Statements/Valuations	INV04011142	Printing, Publishing & Adv N
208 American Solutions For Business		7,280.75	3 Transactions		
10452 AT&T Mobility					
01-043-000-0000-6250		197.94	Monthly wireless	287250162187	Telephone N

# 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>
10452 AT&T Mobility		197.94	1 Transactions		
<b>43 DEPT Total:</b>		<b>7,489.69</b>	<b>Assessor</b>	<b>3 Vendors</b>	<b>5 Transactions</b>
<b>44 DEPT</b>			<b>Central Services</b>		
14945 Bobcat Properties					
01-044-000-0000-6231		100.00	Off- site storage rent		Services, Labor, Contracts N
14945 Bobcat Properties		100.00	1 Transactions		
86235 The Office Shop Inc					
01-044-000-0000-6231		401.29	Copy charges meter #1	304653-0	Services, Labor, Contracts N
01-044-000-0000-6231		231.82	Copy charges meter #2	304653-0	Services, Labor, Contracts N
86235 The Office Shop Inc		633.11	2 Transactions		
<b>44 DEPT Total:</b>		<b>733.11</b>	<b>Central Services</b>	<b>2 Vendors</b>	<b>3 Transactions</b>
<b>45 DEPT</b>			<b>Motor Pool</b>		
170 Aitkin Motor Company					
01-045-000-0000-6302		45.76	LOF, tire rotation #18	22819	Car Maintenance N
170 Aitkin Motor Company		45.76	1 Transactions		
12445 Brandl Chevrolet, Buick GMC					
01-045-000-0000-6512		395.62	Fobs & keys for #7	3161222	Car Equipment N
12445 Brandl Chevrolet, Buick GMC		395.62	1 Transactions		
<b>45 DEPT Total:</b>		<b>441.38</b>	<b>Motor Pool</b>	<b>2 Vendors</b>	<b>2 Transactions</b>
<b>49 DEPT</b>			<b>Information Technologies</b>		
10452 AT&T Mobility					
01-049-000-0000-6231		38.75	Ipad data plan	287279507473	Programming, Services, Contracts N
10452 AT&T Mobility		38.75	1 Transactions		
15181 LiftOff, LLC					
01-049-000-0000-6231		22,680.00	Hosted exchange	3863	Programming, Services, Contracts N
15181 LiftOff, LLC		22,680.00	1 Transactions		
86290 Mn Counties Information Systems					
01-049-000-0000-6231		4,202.75	1st Qtr hosting	1617	Programming, Services, Contracts N

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

LAHI  
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1 General Fund

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
	01-049-000-0000-6231		DCS Hosting 2nd qtr	1679	Programming, Services, Contracts	N
86290	Mn Counties Information Systems		2,225.00 6,427.75	2 Transactions		
49	DEPT Total:		29,146.50	Information Technologies	3 Vendors	4 Transactions
52	DEPT		Administration			
10293	Aitkin Co Human Resources					
	01-052-000-0000-6234		32.00	Reimburse BCA - Hoppe	1224	Background Check Fee N
	01-052-000-0000-6234		32.00	Reimburse BCA - Smith	1225	Background Check Fee N
	01-052-000-0000-6205		6.70	Reimburse Ergometrics mtl	1226	Postage N
	01-052-000-0000-6234		32.00	Reimburse BCA - Johnson	1227	Background Check Fee N
	01-052-000-0000-6234		32.00	Reimburse BCA - Lane	1228	Background Check Fee N
	01-052-000-0000-6205		7.90	Reimburse Benefit binder	1229	Postage N
	01-052-000-0000-6234		32.00	Reimburse BCA - Washington	1231	Background Check Fee N
	01-052-000-0000-6205		7.35	Reimburse Ergometrics mtl	1232	Postage N
	01-052-000-0000-6234		33.25	Reimburse BCA - Otten	1233	Background Check Fee N
	01-052-000-0000-6234		33.25	Reimburse BCA - Hagestuen	1234	Background Check Fee N
	01-052-000-0000-6234		33.25	Reimburse BCA - Cirilli	1235	Background Check Fee N
	01-052-000-0000-6234		33.25	Reimburse BCA - Benzie	1236	Background Check Fee N
10293	Aitkin Co Human Resources		314.95	12 Transactions		
248	Association of Mn Counties					
	01-052-000-0000-6241		75.00	Land Use - Seibert	53081	Registration Fee N
248	Association of Mn Counties		75.00	1 Transactions		
10452	AT&T Mobility					
	01-052-000-0000-6250		47.21		287259994975	Telephone N
10452	AT&T Mobility		47.21	1 Transactions		
86235	The Office Shop Inc					
	01-052-000-0000-6405		23.40	Desk name plates	1062899-0	Office & Computer Supplies N
86235	The Office Shop Inc		23.40	1 Transactions		
52	DEPT Total:		460.56	Administration	4 Vendors	15 Transactions
53	DEPT		Human Resources			
10452	AT&T Mobility					
	01-053-000-0000-6250		65.48		287259994975	Telephone N

# 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
10452	AT&T Mobility		65.48		1 Transactions		
53	DEPT Total:		65.48	Human Resources	1 Vendors	1 Transactions	
60	DEPT			Elections			
11051	Department of Human Services 01-060-000-0000-6231		47.71	Mailing services	A300IC011931	Services, Labor, Contracts	N
11051	Department of Human Services		47.71		1 Transactions		
60	DEPT Total:		47.71	Elections	1 Vendors	1 Transactions	
90	DEPT			Attorney			
10452	AT&T Mobility 01-090-000-0000-6250		275.43	Attorney cell phones	287287384077	Telephone	N
10452	AT&T Mobility		275.43		1 Transactions		
90	DEPT Total:		275.43	Attorney	1 Vendors	1 Transactions	
100	DEPT			Recorder			
86235	The Office Shop Inc 01-100-000-0000-6405		480.26	Office supplies	1062666-0	Office & Computer Supplies	N
86235	The Office Shop Inc		480.26		1 Transactions		
100	DEPT Total:		480.26	Recorder	1 Vendors	1 Transactions	
110	DEPT			Courthouse Maintenance			
10452	AT&T Mobility 01-110-000-0000-6250		59.97		287259994975	Phone	N
10452	AT&T Mobility		59.97		1 Transactions		
13725	Beartooth True Value 01-110-000-0000-6422		15.07	Masonry bit, clips, hooks	B83914	Janitorial Supplies	N
	01-110-000-0000-6422		20.48	Organizer, storage box	B84023	Janitorial Supplies	N
13725	Beartooth True Value		35.55		2 Transactions		
1754	Garrison Disposal Company, Inc 01-110-000-0000-6255		648.85	May billing	96176	Garbage	N

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
1754	Garrison Disposal Company, Inc		648.85		1 Transactions		
4641	Holiday Credit Office						
	01- 110- 000- 0000- 6511		9.22-	Gas- Maint	1400000135208	Gas And Oil	N
4641	Holiday Credit Office		9.22-		1 Transactions		
2340	Hyytinen Hardware Hank						
	01- 110- 000- 0000- 6422		25.65	Putty knife, storage bine, pat	1514193	Janitorial Supplies	N
	01- 110- 000- 0000- 6422		13.99	Vacuum bag	1514626	Janitorial Supplies	N
	01- 110- 000- 0000- 6422		21.36	Drop cloths	1515155	Janitorial Supplies	N
	01- 110- 000- 0000- 6422		7.98	Drop cloths	1515162	Janitorial Supplies	N
	01- 110- 000- 0000- 6422		50.22	Evergreen spikes, ant bait, sd	1515607	Janitorial Supplies	N
	01- 110- 000- 0000- 6422		11.98	Mulch	1515609	Janitorial Supplies	N
2340	Hyytinen Hardware Hank		131.18		6 Transactions		
12927	Midwest Machinery Co.						
	01- 110- 000- 0000- 6511		39.35	Oil & filters for John Deere	1878849	Gas And Oil	N
	01- 110- 000- 0000- 6231		40.00	Blades sharpened John Deere	1880413	Services, Labor, Contracts	N
12927	Midwest Machinery Co.		79.35		2 Transactions		
89765	Minnesota Elevator, Inc						
	01- 110- 000- 0000- 6231		172.27	May monthly service	800772	Services, Labor, Contracts	N
89765	Minnesota Elevator, Inc		172.27		1 Transactions		
10948	MN Dept of Labor & Industry						
	01- 110- 000- 0000- 6271		100.00	Annual elevator inspect 00794	ALR0095268I	Inspection Fees	N
10948	MN Dept of Labor & Industry		100.00		1 Transactions		
3532	Nelson Lawn & Landscaping						
	01- 110- 000- 0000- 6231		945.00	Snowplowing April	1447	Services, Labor, Contracts	Y
3532	Nelson Lawn & Landscaping		945.00		1 Transactions		
86235	The Office Shop Inc						
	01- 110- 000- 0000- 6405		23.40	Desk name plates	1062899- 0	Office Supplies	N
86235	The Office Shop Inc		23.40		1 Transactions		
110	DEPT Total:		2,186.35	Courthouse Maintenance	10 Vendors	17 Transactions	
120	DEPT			Service Officer			

# 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
86222	Aitkin Independent Age 01-120-000-0000-6405		66.00	2 year subscription	TAA-117708	Office & Computer Supplies	N
86222	Aitkin Independent Age		66.00	1 Transactions			
10452	AT&T Mobility 01-120-000-0000-6250		60.00		287270539560	Telephone	N
10452	AT&T Mobility		60.00	1 Transactions			
5767	Lamke/Dennis 01-120-000-0000-6350		50.00	Drive Vet van St Cloud	4/29/19	Per Diem	Y
5767	Lamke/Dennis		50.00	1 Transactions			
10234	Miller/Conrad 01-120-000-0000-6350		50.00	Drive Vet Van St Cloud	4/19/19	Per Diem	Y
10234	Miller/Conrad		50.00	1 Transactions			
10677	Olsen/Gerald D 01-120-000-0000-6350		50.00	Drive vet van Brainerd	4/25/19	Per Diem	Y
10677	Olsen/Gerald D		50.00	1 Transactions			
86235	The Office Shop Inc 01-120-000-0000-6405		188.19	Toner	1059366-0	Office & Computer Supplies	N
86235	The Office Shop Inc		188.19	1 Transactions			
15126	Timinski/Matt 01-120-000-0000-6350		50.00	Drive vet van Mpls	4/22/19	Per Diem	N
15126	Timinski/Matt		50.00	1 Transactions			
6097	Verizon Wireless 01-120-000-0000-6250		13.50	Vet van cell phone	88069036400001	Telephone	N
6097	Verizon Wireless		13.50	1 Transactions			
11970	Wikelius/Charles 01-120-000-0000-6350		50.00	Drive Vet Van - Mpls	4/18/19	Per Diem	Y
11970	Wikelius/Charles		50.00	1 Transactions			
5960	Wilmo/Wesley S. 01-120-000-0000-6350		50.00	Drive vet van - Brainerd	4/5/19	Per Diem	Y

# 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
5960	Wilmo/Wesley S.		50.00	1 Transactions		
9063	Workman/Jeff					
	01- 120- 000- 0000- 6350		50.00	Drive vet van- Mpls	4/10/19	Per Diem Y
	01- 120- 000- 0000- 6350		50.00	Drive vet van- Mpls	4/4/19	Per Diem Y
9063	Workman/Jeff		100.00	2 Transactions		
120	DEPT Total:		727.69	Service Officer	11 Vendors	12 Transactions
122	DEPT			Planning & Zoning		
86222	Aitkin Independent Age					
	01- 122- 000- 0000- 6230		78.75	Notice of hearing 5/1	687243	Printing, Publishing & Adv N
	01- 122- 000- 0000- 6230		120.75	Notice of Hearing 5/20	691618	Printing, Publishing & Adv N
86222	Aitkin Independent Age		199.50	2 Transactions		
14320	Benson/Lin					
	01- 122- 000- 0000- 6350		30.00	BOA Onsites		Per Diem Y
	01- 122- 038- 0000- 6330		118.90	BOA Mileage	205@.58	Boa/Pc Mileage N
	01- 122- 000- 0000- 6350		50.00	BOA Meeting	5/1/19	Per Diem Y
14320	Benson/Lin		198.90	3 Transactions		
783	Canon Financial Services, Inc					
	01- 122- 000- 0000- 6231		166.12	Monthly copier 046	19986729	Services, Labor, Contracts, Programm N
783	Canon Financial Services, Inc		166.12	1 Transactions		
15142	Christensen/Charles					
	01- 122- 000- 0000- 6350		30.00	BOA Onsites		Per Diem N
	01- 122- 038- 0000- 6330		88.16	BOA Mileage	152@.58	Boa/Pc Mileage N
	01- 122- 000- 0000- 6350		50.00	BOA Meeting	5/1/19	Per Diem N
15142	Christensen/Charles		168.16	3 Transactions		
13066	Hargrave/Bryan					
	01- 122- 000- 0000- 6231		1,750.00	05/06/2019 05/10/2019	5 / \$350	Services, Labor, Contracts, Programm Y
13066	Hargrave/Bryan		1,750.00	1 Transactions		
4641	Holiday Credit Office					
	01- 122- 000- 0000- 6511		105.25	Fuel	1400000135321	Gas And Oil N

# 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	
4641	Holiday Credit Office		105.25	1 Transactions		
13339	Marsh/Marcus					
	01-122-000-0000-6350		50.00	Land Use Meeting	Per Diem	N
	01-122-000-0000-6350		50.00	BOA Meeting	05/01/2019	Per Diem N
	01-122-038-0000-6330		5.80	BOA Mileage	10@.58	Boa/Pc Mileage N
	01-122-038-0000-6330		38.28	Land Use Meeting mileage	66@.58	Boa/Pc Mileage N
13339	Marsh/Marcus		144.08	4 Transactions		
4010	Rasley Oil Company					
	01-122-000-0000-6511		22.04	Fuel	AITCOZOS	Gas And Oil N
4010	Rasley Oil Company		22.04	1 Transactions		
3479	Sovde/Becky					
	01-122-000-0000-6405		15.98	Contractor class supplies		Office, Computer, Film, & Field Suppl N
3479	Sovde/Becky		15.98	1 Transactions		
10028	Spiel/Edward					
	01-122-000-0000-6350		30.00	BOA Onsites		Per Diem Y
	01-122-038-0000-6330		70.47	BOA Mileage	121.5@.58	Boa/Pc Mileage N
	01-122-000-0000-6350		50.00	BOA Meeting	5/1/19	Per Diem Y
10028	Spiel/Edward		150.47	3 Transactions		
86235	The Office Shop Inc					
	01-122-000-0000-6405		38.28	Bankers boxes	304466-0	Office, Computer, Film, & Field Suppl N
86235	The Office Shop Inc		38.28	1 Transactions		
6097	Verizon Wireless					
	01-122-000-0000-6250		38.98	Monthly cellular P&Z	380690138	Telephone N
6097	Verizon Wireless		38.98	1 Transactions		
122	DEPT Total:		2,997.76	Planning & Zoning	12 Vendors	22 Transactions
123	DEPT			Coroner		
3987	Ramsey County Medical Examiner					
	01-123-000-0000-6260		1,557.75	ME 19-0667, Medex 025108	03/13/19	Autopsies- - Pathologist, Xrays, Etc N
3987	Ramsey County Medical Examiner		1,557.75	1 Transactions		

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1 General Fund

# 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
123	DEPT Total:		1,557.75	Coroner	1 Vendors	1 Transactions	
200	DEPT			Enforcement			
88430	Aitkin County Fair Board 01-200-000-0000-6230		139.00	2019 Fair Book Ad	513	Printing, Publishing & Adv	N
88430	Aitkin County Fair Board		139.00		1 Transactions		
86222	Aitkin Independent Age 01-200-000-0000-6405		36.00	Admin Subscription	TAA-113640	Office Supplies	N
86222	Aitkin Independent Age		36.00		1 Transactions		
11960	ASAP Towing 01-200-000-0000-6359		195.00	Yamaha ATV 19-0961	6701	Wrecker Service	N
	01-200-000-0000-6359		150.00	Arc Cat ATV 19-0984 forf	6791	Wrecker Service	N
11960	ASAP Towing		345.00		2 Transactions		
10452	AT&T Mobility 01-200-000-0000-6250		961.48	deputy cell, squads	287258495419	Telephone	N
10452	AT&T Mobility		961.48		1 Transactions		
13522	BluePearl Veterinary Partners 01-200-019-0000-6231		932.96	4/21, 4/22 vet visit	103847	Services, Labor, Contracts	Y
13522	BluePearl Veterinary Partners		932.96		1 Transactions		
13325	Bruggman/Paul 01-200-040-0000-6304		28.50	Jan Phone & internet		TZD Grant Expenses	N
	01-200-040-0000-6304		28.50	April Phone/Internet		TZD Grant Expenses	N
	01-200-040-0000-6304		58.00	April mileage TZD	100@.58	TZD Grant Expenses	N
	01-200-040-0000-6304		700.00	Jan Hours TZD	20@\$35	TZD Grant Expenses	Y
	01-200-040-0000-6304		700.00	April hours TZD	20@\$35	TZD Grant Expenses	Y
	01-200-040-0000-6304		29.00	Jan Mileage TZD	50@.58	TZD Grant Expenses	N
13325	Bruggman/Paul		1,544.00		6 Transactions		
3493	ITL Patch Company. Inc 01-200-000-0000-6410		472.50	#217, #221 collar brass	50422	Clothing Allowance	N
3493	ITL Patch Company. Inc		472.50		1 Transactions		
3371	Minnesota Sheriffs' Association 01-200-003-0000-6241		295.00	#221 MSA Summer Conference	188520	Registration Fee	N

# Aitkin County



## Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
3371	Minnesota Sheriffs' Association		295.00				
				1 Transactions			
12110	Revelin Vehicle Solutions, LLC						
	01-200-000-0000-6302		2,400.00	upfit new #202 squad	214	Car Maintenance	Y
	01-200-000-0000-6302		450.00	install camera & radar #211	215	Car Maintenance	Y
12110	Revelin Vehicle Solutions, LLC		2,850.00				
				2 Transactions			
13864	Sandberg/Kristi						
	01-200-000-0000-6150		1,000.00	Health insurance		Health Insurance- Employer	N
13864	Sandberg/Kristi		1,000.00				
				1 Transactions			
13934	Tire Barn						
	01-200-000-0000-6302		58.05	oil change, rotate tires #209	47782	Car Maintenance	N
13934	Tire Barn		58.05				
				1 Transactions			
200	DEPT Total:		8,633.99	Enforcement			
					11 Vendors		18 Transactions
202	DEPT			Boat & Water			
10452	AT&T Mobility						
	01-202-000-0000-6250		24.43	B&W cell, squad pc	287258495419	Telephone	N
10452	AT&T Mobility		24.43				
				1 Transactions			
202	DEPT Total:		24.43	Boat & Water			
					1 Vendors		1 Transactions
203	DEPT			Snowmobile			
10452	AT&T Mobility						
	01-203-000-0000-6250		24.43	ATV cell, squad	287258495419	Telephone	N
10452	AT&T Mobility		24.43				
				1 Transactions			
203	DEPT Total:		24.43	Snowmobile			
					1 Vendors		1 Transactions
206	DEPT			Forfeitures			
86359	Aitkin Co Attorney						
	01-206-000-0000-6409		62.15	forfeiture 17- 2889		Forfeiture Supplies	N
86359	Aitkin Co Attorney		62.15				
				1 Transactions			
117	Aitkin County Sheriff						
	01-206-000-0000-6409		21.75	title forfeited vehicle	19- 0188	Forfeiture Supplies	N

# 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 #		
117 Aitkin County Sheriff		21.75	1 Transactions		
9429 State Treasurer's Office General Acct. 01-206-000-0000-6409		31.08	forfeiture 17-2889	Forfeiture Supplies	N
9429 State Treasurer's Office General Acct.		31.08	1 Transactions		
206 DEPT Total:		114.98	Forfeitures	3 Vendors	3 Transactions
252 DEPT			Corrections		
14005 American Tower Corporation 01-252-000-0000-6231		346.06	Jacobson Tower May	406111600	Services & Labor (Incl Contracts) N
14005 American Tower Corporation		346.06	1 Transactions		
10452 AT&T Mobility 01-252-000-0000-6250		45.84	jail cells, squad	287258495419	Telephone N
10452 AT&T Mobility		45.84	1 Transactions		
246 Brothers Fire & Security 01-252-000-0000-6231		250.00	fire panel reboot	110562	Services & Labor (Incl Contracts) N
246 Brothers Fire & Security		250.00	1 Transactions		
5398 CDW Government, Inc 01-252-000-0000-6625		164.89	booking monitor	RQG6188	Office Equipment N
5398 CDW Government, Inc		164.89	1 Transactions		
5583 Crawford Supply Company 01-252-252-0000-6405		303.60	commissary supplies	1138584	Prisoner Welfare N
5583 Crawford Supply Company		303.60	1 Transactions		
1880 Gravelle Plumbing & Heating, Inc 01-252-000-0000-6590		236.45	valves, rings jail faucets	10771	Repair & Maintenance Supplies N
1880 Gravelle Plumbing & Heating, Inc		236.45	1 Transactions		
5503 Keefe Supply Company 01-252-252-0000-6405		261.00	commissary supplies	1138592	Prisoner Welfare N
5503 Keefe Supply Company		261.00	1 Transactions		
13691 MEnD Correctional Care, PLLC 01-252-000-0000-6262		7,371.06	May Healthcare Services	3923	Medical Expenses & Supplies - Inmat 6

# 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
13691	MEnD Correctional Care, PLLC		7,371.06		1 Transactions		
89765	Minnesota Elevator, Inc 01- 252- 000- 0000- 6231		179.16	May monthly service	800092	Services & Labor (Incl Contracts)	N
89765	Minnesota Elevator, Inc		179.16		1 Transactions		
2190	Northern Star Food Equipment 01- 252- 000- 0000- 6231		270.00	door & bal springs bearing pin	13232	Services & Labor (Incl Contracts)	N
2190	Northern Star Food Equipment		270.00		1 Transactions		
3789	Pan- O- Gold Baking Company 01- 252- 000- 0000- 6418		64.10	groceries	10002419115029	Groceries	N
3789	Pan- O- Gold Baking Company		64.10		1 Transactions		
9295	Reinhart Foodservice 01- 252- 000- 0000- 6418		41.78	groceries	692275	Groceries	Y
	01- 252- 000- 0000- 6418		2,382.96	groceries	692285	Groceries	Y
	01- 252- 000- 0000- 6418		59.18	groceries	693039	Groceries	Y
	01- 252- 000- 0000- 6418		92.18-	return groceries	700849	Groceries	Y
	01- 252- 000- 0000- 6418		56.78-	return groceries	700852	Groceries	Y
	01- 252- 000- 0000- 6418		32.36-	return groceries	700981	Groceries	Y
9295	Reinhart Foodservice		2,302.60		6 Transactions		
84172	Riverwood Healthcare Center 01- 252- 000- 0000- 6272		110.00	Physical- Correctional Officer	1/31/19	Physical Examinations	6
	01- 252- 000- 0000- 6272		110.00	Physical- Correctional Officer	12/19/18	Physical Examinations	6
84172	Riverwood Healthcare Center		220.00		2 Transactions		
15180	Tri- Dim Filter Corp 01- 252- 000- 0000- 6590		470.79	air filters	2161366- 1	Repair & Maintenance Supplies	N
	01- 252- 000- 0000- 6590		1,155.32	air filters	2161366- 2	Repair & Maintenance Supplies	N
15180	Tri- Dim Filter Corp		1,626.11		2 Transactions		
252	DEPT Total:		13,640.87	Corrections	14 Vendors	21 Transactions	
253	DEPT			Sentence to Serve			
10452	AT&T Mobility 01- 253- 000- 0000- 6250		32.98	STS pc	287258495419	Telephone	N

# Aitkin County



## Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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1 General Fund

Vendor Name	<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>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
10452 AT&T Mobility		32.98	1 Transactions		
253 DEPT Total:		32.98	Sentence to Serve	1 Vendors	1 Transactions
257 DEPT			Community Corrections		
4641 Holiday Credit Office					
01-257-000-0000-6335		33.43	Gas	1400000155373	Gas/Vehicle Fuel Charges N
01-257-255-0000-6335		50.26	Gas	1400000155373	Gas/Vehicle Fuel Charges N
01-257-258-0000-6335		12.89	Gas	1400000155373	Gas/Vehicle Fuel Charges N
4641 Holiday Credit Office		96.58		3 Transactions	
11997 Minnesota Monitoring					
01-257-267-0000-6341		2,890.75	Elec home monitor	6976	Equipment Rental N
11997 Minnesota Monitoring		2,890.75		1 Transactions	
87101 North Homes- Standard					
01-257-255-0000-6204		10,947.60	JOG Non Secure	3677841	Juvenile Detention N
			04/01/2019 04/30/2019		
01-257-255-0000-6204		203.94	CGW Transport to court 4/11	MR11113	Juvenile Detention N
01-257-255-0000-6204		169.95	JOG Transport to Court 4/11	MR11115	Juvenile Detention N
87101 North Homes- Standard		11,321.49		3 Transactions	
14088 Patras/Michael R.					
01-257-257-0000-6330		34.24	DRA Training meals		Mileage N
14088 Patras/Michael R.		34.24		1 Transactions	
9360 Redwood Toxicology Laboratory, Inc.					
01-257-267-0000-6274		351.59	Urinalysis testing supplies	683446	Drug Testing Fee 6
9360 Redwood Toxicology Laboratory, Inc.		351.59		1 Transactions	
11030 Tougas/Janet					
01-257-257-0000-6330		90.24	March & April mileage	188@.48	Mileage N
11030 Tougas/Janet		90.24		1 Transactions	
6097 Verizon Wireless					
01-257-257-0000-6215		118.76	Cell phone	84210569900001	Wireless Telephone Services N
6097 Verizon Wireless		118.76		1 Transactions	

# 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	
257 DEPT Total:		Community Corrections	7 Vendors	11 Transactions	
390 DEPT		Environmental Health (FBL)			
4641 Holiday Credit Office 01-390-000-0000-6511	59.39	Fuel	1400000135321	Gas And Oil	N
4641 Holiday Credit Office	59.39		1 Transactions		
5472 Newshopper 01-390-000-0000-6230	108.80	Ordinance Hearing - FBL	7744	Printing, Publishing & Adv	N
5472 Newshopper	108.80		1 Transactions		
390 DEPT Total:	168.19	Environmental Health (FBL)	2 Vendors	2 Transactions	
391 DEPT		Solid Waste			
88430 Aitkin County Fair Board 01-391-000-0000-6231	125.00	Booth space		Services, Labor, & Minor Contracts	N
88430 Aitkin County Fair Board	125.00		1 Transactions		
1754 Garrison Disposal Company, Inc 01-391-060-0000-6360	10,500.26	Monthly recycling		Recycling Contract	N
1754 Garrison Disposal Company, Inc	10,500.26		1 Transactions		
4641 Holiday Credit Office 01-391-000-0000-6511	7.78	Fuel	1400000135321	Gas And Oil	N
4641 Holiday Credit Office	7.78		1 Transactions		
5472 Newshopper 01-391-000-0000-6230	444.00	Compost Ad	7739	Printing, Publishing & Adv	N
01-391-000-0000-6230	500.00	HHW & Clean shop ads	7740	Printing, Publishing & Adv	N
01-391-000-0000-6230	118.40	Ordinance Hearing Ad - SW	7744	Printing, Publishing & Adv	N
5472 Newshopper	1,062.40		3 Transactions		
3810 Paulbeck's County Market 01-391-000-0000-6405	30.06	Supplies for spring HHW	9277342	Office & Film Supplies	N
01-391-000-0000-6405	56.95	Contractors Class	9277342	Office & Film Supplies	N
3810 Paulbeck's County Market	87.01		2 Transactions		
4150 Rosallini's					

# 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	
4150	Rosallini's		HHW supplies		Office & Film Supplies	N
		93.44				
		93.44		1 Transactions		
3518	Voyageur Press Of Mcgregor/The					
	01-391-000-0000-6230	140.00	Ad - HHW spring	393736	Printing, Publishing & Adv	N
3518	Voyageur Press Of Mcgregor/The	140.00				
				1 Transactions		
391	DEPT Total:	12,015.89	Solid Waste	7 Vendors	10 Transactions	
601	DEPT		Extension			
89471	Aitkin Co 4- H Council					
	01-601-551-0000-5840	400.00	Recorder's sales 5940- 5949		4- H Plat Book Sales	N
89471	Aitkin Co 4- H Council	400.00		1 Transactions		
86235	The Office Shop Inc					
	01-601-000-0000-6405	24.61	Staples & envelopes	304570-0	Office Supplies	N
86235	The Office Shop Inc	24.61		1 Transactions		
601	DEPT Total:	424.61	Extension	2 Vendors	2 Transactions	
700	DEPT		Promotion,AEOA Tran,Airport,RC&D,Tot			
11458	MSPN					
	01-700-909-0000-6800	300.00	Advertisement	4851	Tourism Miscellaneous	N
11458	MSPN	300.00		1 Transactions		
14915	Northwoods Regional ATV					
	01-700-909-0000-6800	796.00	Ad on ATV trail map	JT#512	Tourism Miscellaneous	N
14915	Northwoods Regional ATV	796.00		1 Transactions		
14372	The Iowa Sportsman					
	01-700-909-0000-6800	330.00	Advertisement - ATV Issue		Tourism Miscellaneous	N
14372	The Iowa Sportsman	330.00		1 Transactions		
700	DEPT Total:	1,426.00	Promotion,AEOA Tran,Airport,RC&D,T	3 Vendors	3 Transactions	
1	Fund Total:	107,903.08	General Fund		173 Transactions	

# 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	
301 DEPT		R&B Administration			
86222 Aitkin Independent Age 03-301-000-0000-6241		CALC CHLOR PUBLIC NOTICE	689345	Fees/Prof/Misc	N
86222 Aitkin Independent Age	87.60	1 Transactions			
10855 Culligan 03-301-000-0000-6400		RENTAL- MAY	STMT	Supplies And Materials	N
10855 Culligan	10.50	1 Transactions			
11387 Olsen/Sarah 03-301-000-0000-6296		MILEAGE- DETROIT LAKES- MNCHAA C		Meeting Expense/Physicals	N
03-301-000-0000-6296	116.79	MCHAA CONFERENCE- LUNCH	223943	Meeting Expense/Physicals	N
03-301-000-0000-6296	12.89	MCHAA CONFERENCE- LUNCH	228303	Meeting Expense/Physicals	N
11387 Olsen/Sarah	23.73	3 Transactions			
11387 Olsen/Sarah	153.41				
301 DEPT Total:	251.51	R&B Administration	3 Vendors	5 Transactions	
302 DEPT		R&B Engineering/Construction			
8694 Department of Transportation 03-302-000-0000-6449		EQUIPMENT CALIBRATION	P00010187	Rd/Br Engr. Supplies	N
8694 Department of Transportation	419.14	1 Transactions			
8156 Hibbing Community College 03-302-000-0000-6296		SAFETY/HEALTH TRAINING @ LLCC	272175	Meeting Expense/Physicals	N
8156 Hibbing Community College	263.17	1 Transactions			
2340 Hyytinen Hardware Hank 03-302-000-0000-6449		ENGINEERING SUPPLIES	1514206	Rd/Br Engr. Supplies	N
2340 Hyytinen Hardware Hank	6.49	1 Transactions			
2880 Long Lake Conservation Ctr 03-302-000-0000-6296		SAFETY DAY	465	Meeting Expense/Physicals	N
2880 Long Lake Conservation Ctr	96.00	1 Transactions			
84172 Riverwood Healthcare Center 03-302-000-0000-6296		Physical- Engineering Tech	1/3/19	Meeting Expense/Physicals	6
84172 Riverwood Healthcare Center	110.00	1 Transactions			

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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. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
302 DEPT Total:		894.80	R&B Engineering/Construction	5 Vendors	5 Transactions	
303 DEPT			R&B Highway Maintenance			
50 Aitkin Body Shop, Inc 03-303-000-0000-6298		167.44	AITKIN SHOP SUPPLIES	1572	Shop Maintenance	N
50 Aitkin Body Shop, Inc		167.44		1 Transactions		
195 Aitkin Tire Shop 03-303-000-0000-6590		25.00	REPAIR LABOR	0-058895	Repair & Maintenance Supplies	Y
195 Aitkin Tire Shop		25.00		1 Transactions		
8411 American Welding & Gas, Inc. 03-303-000-0000-6298		286.78	AITKIN SHOP SUPPLIES	0-6288705	Shop Maintenance	N
8411 American Welding & Gas, Inc.		286.78		1 Transactions		
10452 AT&T Mobility 03-303-000-0000-6254		32.98	PAUL'S IPAD SERVICE	287266104878X0	Utilities	N
10452 AT&T Mobility		32.98		1 Transactions		
86467 Auto Value Aitkin						
03-303-000-0000-6590		155.56-	REPAIR PARTS	40135499	Repair & Maintenance Supplies	N
03-303-000-0000-6298		89.82	AITKIN SHOP SUPPLIES	40135519	Shop Maintenance	N
03-303-000-0000-6590		104.55	REPAIR PARTS	40136907	Repair & Maintenance Supplies	N
03-303-000-0000-6590		35.56-	REPAIR PARTS	40136921	Repair & Maintenance Supplies	N
03-303-000-0000-6590		123.80	FILTERS	40137072	Repair & Maintenance Supplies	N
03-303-000-0000-6590		230.54	REPAIR PARTS	40137630	Repair & Maintenance Supplies	N
03-303-000-0000-6590		85.56-	REPAIR PARTS	40137996	Repair & Maintenance Supplies	N
03-303-000-0000-6590		118.96	REPAIR PARTS	40138035	Repair & Maintenance Supplies	N
03-303-000-0000-6590		51.96	REPAIR PARTS	40138046	Repair & Maintenance Supplies	N
03-303-000-0000-6590		60.99	REPAIR PARTS	40138133	Repair & Maintenance Supplies	N
86467 Auto Value Aitkin		503.94		10 Transactions		
14052 Best Oil Company						
03-303-000-0000-6513		811.32	JACOBSON DIESEL	9732	Motor Fuel & Lubricants	N
03-303-000-0000-6513		1,869.23	SWATARA DIESEL	9732	Motor Fuel & Lubricants	N
03-303-000-0000-6513		1,686.74	PALISADE DIESEL	9732	Motor Fuel & Lubricants	N
14052 Best Oil Company		4,367.29		3 Transactions		
163 Charter Communications						

# 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	
163 Charter Communications		PHONE: HWY OFFICE	0- 022823041919	Utilities	N
	140.25				
	140.25		1 Transactions		
14887 Cintas Corporation		SHOP LAUNDRY	4020884270	Shop Maintenance	N
	19.55				
	37.59	SHOP LAUNDRY	4021281627	Shop Maintenance	N
14887 Cintas Corporation	57.14		2 Transactions		
1430 Dotzler Power Equipment		REPAIR PARTS	7803	Repair & Maintenance Supplies	N
	97.00				
	73.88	REPAIR PARTS	7858	Repair & Maintenance Supplies	N
1430 Dotzler Power Equipment	170.88		2 Transactions		
7935 East Central Energy		MAR- APR POWER MCGRATH	34376157	Utilities	N
	176.93				
7935 East Central Energy	176.93		1 Transactions		
7060 Federated Co- Ops Inc.		JACOBSON SHOP PROPANE	TMO- 389193	Shop Fuel	N
	1,678.24				
	861.78	MCGREGOR SHOP PROPANE	TMO- 400414	Shop Fuel	N
7060 Federated Co- Ops Inc.	2,540.02		2 Transactions		
8622 Frontier		JACOBSON APR- MAY	218- 752- 6591	Utilities	N
	67.87				
	67.87	APR- MAY MCGREGOR	218- 768- 4481	Utilities	N
	67.87	APR- MAY PALISADE	218- 845- 2607	Utilities	N
	87.87	APR- MAY MCGRATH	320- 592- 3580	Utilities	N
8622 Frontier	291.48		4 Transactions		
1754 Garrison Disposal Company, Inc		ADOPT A HWY	835655	Utilities	N
	80.00				
	119.90	APR AITKIN SHOP	96286	Utilities	N
1754 Garrison Disposal Company, Inc	199.90		2 Transactions		
1818 Glen's Sign Dezine		TRUCK LETTERING		Repair & Maintenance Supplies	Y
	186.00				
1818 Glen's Sign Dezine	186.00		1 Transactions		
1829 Goble's Sewer Service Inc.					

# 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	
1829 Goble's Sewer Service Inc.		PALISADE SHOP	12623	Shop Maintenance	N
	165.00				
	165.00		1 Transactions		
11715 Granite Electronics		REPAIR PARTS	154001375	Repair & Maintenance Supplies	N
	129.25				
11715 Granite Electronics					
	129.25		1 Transactions		
8156 Hibbing Community College		SAFETY/HEALRTH TRAINING	272175	Meeting Expense/Physicals	N
	1,008.83				
8156 Hibbing Community College					
	1,008.83		1 Transactions		
2340 Hyytinen Hardware Hank		JACOBSON SHOP SUPPLIES	1512399	Shop Maintenance	N
	71.99				
	29.41	REPAIR PARTS	1512400	Repair & Maintenance Supplies	N
	39.98	PALISADE SHOP SUPPLIES	1513974	Shop Maintenance	N
	22.96	AITKIN SHOP SUPPLIES	1514148	Shop Maintenance	N
2340 Hyytinen Hardware Hank					
	164.34		4 Transactions		
91187 Lake Country Power		MAR- APR CSAH 6	14179901	Utilities	N
	59.27				
	56.09	MAR- APR CSAH 14	141979801	Utilities	N
91187 Lake Country Power					
	115.36		2 Transactions		
2880 Long Lake Conservation Ctr		SAFETY DAY	465	Meeting Expense/Physicals	N
	368.00				
2880 Long Lake Conservation Ctr					
	368.00		1 Transactions		
2941 M R Sign Co Inc		RESIDENTIAL E- 911 SIGNS	203883	Signs & Posts	N
	959.98				
2941 M R Sign Co Inc					
	959.98		1 Transactions		
10824 Maney International Inc		REPAIR PARTS	808412	Repair & Maintenance Supplies	N
	4,174.02				
	114.02	REPAIR PARTS	810729	Repair & Maintenance Supplies	N
10824 Maney International Inc					
	4,288.04		2 Transactions		
3100 McGregor Oil		JACOBSON DIESEL	10033	Motor Fuel & Lubricants	N
	926.40				
	902.45	JACOBSON DIESEL	4119	Motor Fuel & Lubricants	N

# 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	
3100 McGregor Oil		1,828.85			
			2 Transactions		
12927 Midwest Machinery Co.					
03-303-000-0000-6298		22.08	AITKIN SHOP SUPPLIES	1865252	Shop Maintenance N
03-303-000-0000-6590		462.17	REPAIR PARTS	1883487	Repair & Maintenance Supplies N
12927 Midwest Machinery Co.		484.25			
			2 Transactions		
5917 Mike's Bobcat Service					
03-303-000-0000-6521		100.00	GRADING	MAY 2019	Maintenance Supplies N
03-303-000-0000-6521		100.00	PLOWING	MAY 2019	Maintenance Supplies N
5917 Mike's Bobcat Service		200.00			
			2 Transactions		
9692 Minnesota Energy Resources Corporation					
03-303-000-0000-6297		540.09	NAT GAS: AITKIN SHOP	APR	Shop Fuel N
9692 Minnesota Energy Resources Corporation		540.09			
			1 Transactions		
8678 Morton Salt					
03-303-000-0000-6518		1,709.18	SALT ORDER DISC FOR LATE ORDER		De- Icing Salt N
03-303-000-0000-6518		11,577.68	DE- ICING SALT	5401827308	De- Icing Salt N
8678 Morton Salt		9,868.50			
			2 Transactions		
1652 Northland Fire Protection					
03-303-000-0000-6298		123.62	SERVICE- JACOBSON	36079	Shop Maintenance N
03-303-000-0000-6298		123.62	SERVICE- MCGRATH	36079	Shop Maintenance N
03-303-000-0000-6298		412.05	SERVICE- AITKIN	36079	Shop Maintenance N
03-303-000-0000-6298		123.62	SERIVCE- HILL CITY	36079	Shop Maintenance N
03-303-000-0000-6298		123.62	SERIVCE- PALISADE	36079	Shop Maintenance N
03-303-000-0000-6298		123.62	SERVICE- MCGREGOR	36079	Shop Maintenance N
1652 Northland Fire Protection		1,030.15			
			6 Transactions		
10412 O'Reilly Auto Parts					
03-303-000-0000-6298		194.98	AITKIN SHOP SUPPLIES	1878- 422658	Shop Maintenance N
03-303-000-0000-6298		24.99	AITKIN SHOP SUPPLIES	1878- 422704	Shop Maintenance N
10412 O'Reilly Auto Parts		219.97			
			2 Transactions		
13562 Olson/Gerald					
03-303-000-0000-6513		63.01	GAS	498241	Motor Fuel & Lubricants N
13562 Olson/Gerald		63.01			
			1 Transactions		

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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	
8537	<b>Powerplan OIB</b>					
	03-303-000-0000-6590		REPAIR PARTS	1923169	Repair & Maintenance Supplies	N
	03-303-000-0000-6590		REPAIR PARTS	1923813	Repair & Maintenance Supplies	N
8537	<b>Powerplan OIB</b>					
					2 Transactions	
3950	<b>Public Utilities</b>					
	03-303-000-0000-6254		HWY 210 W & CR 28	02-00059455-00	Utilities	N
	03-303-000-0000-6254		AITKIN SHOP WATER	02-00063335-00	Utilities	N
	03-303-000-0000-6254		HWY 210/169 E & CR 12	02-00063388-00	Utilities	N
	03-303-000-0000-6254		HWY 47 & CR 12	02-00064092-00	Utilities	N
3950	<b>Public Utilities</b>					
					4 Transactions	
9273	<b>Reichert Enterprises, Inc</b>					
	03-303-000-0000-6590		REPAIR PARTS	101131	Repair & Maintenance Supplies	Y
	03-303-000-0000-6590		REPAIR LABOR	101131	Repair & Maintenance Supplies	Y
9273	<b>Reichert Enterprises, Inc</b>					
					2 Transactions	
4070	<b>Riley Auto Supply</b>					
	03-303-000-0000-6590		REPAIR PARTS	606590	Repair & Maintenance Supplies	N
	03-303-000-0000-6590		REPAIR PARTS	606634	Repair & Maintenance Supplies	N
	03-303-000-0000-6590		REPAIR PARTS	606646	Repair & Maintenance Supplies	N
	03-303-000-0000-6590		REPAIR PARTS	606721	Repair & Maintenance Supplies	N
	03-303-000-0000-6590		REPAIR PARTS	606806	Repair & Maintenance Supplies	N
	03-303-000-0000-6590		REPAIR PARTS	606836	Repair & Maintenance Supplies	N
	03-303-000-0000-6298		AITKIN SHOP SUPPLIES	606925	Shop Maintenance	N
	03-303-000-0000-6590		REPAIR PARTS	606947	Repair & Maintenance Supplies	N
	03-303-000-0000-6590		REPAIR PARTS	606953	Repair & Maintenance Supplies	N
	03-303-000-0000-6590		REPAIR PARTS	606977	Repair & Maintenance Supplies	N
	03-303-000-0000-6590		REPAIR PARTS	607117	Repair & Maintenance Supplies	N
	03-303-000-0000-6298		AITKIN SHOP SUPPLIES	607152	Shop Maintenance	N
	03-303-000-0000-6298		AITKIN SHOP SUPPLIES	607283	Shop Maintenance	N
	03-303-000-0000-6590		REPAIR PARTS	607309	Repair & Maintenance Supplies	N
	03-303-000-0000-6298		AITKIN SHOP SUPPLIES	607310	Shop Maintenance	N
4070	<b>Riley Auto Supply</b>					
					15 Transactions	
84172	<b>Riverwood Healthcare Center</b>					
	03-303-000-0000-6296		Physical- Equipment Operator	3/6/19	Meeting Expense/Physicals	6
84172	<b>Riverwood Healthcare Center</b>					
					1 Transactions	

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Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
7888	Ruffridge Johnson Equip.Co,Inc.						
	03- 303- 000- 0000- 6590		301.21-	REPAIR PARTS	CA00417	Repair & Maintenance Supplies	N
	03- 303- 000- 0000- 6590		319.75	REPAIR PARTS	IA13068	Repair & Maintenance Supplies	N
7888	Ruffridge Johnson Equip.Co,Inc.		18.54	2 Transactions			
10257	Sadie Llama Designs						
	03- 303- 000- 0000- 6516		95.16	SIGN SUPPLIES	87150.6217	Signs & Posts	Y
10257	Sadie Llama Designs		95.16	1 Transactions			
10431	Verizon Business						
	03- 303- 000- 0000- 6254		18.67	APR- HIGHWAY OFFICE	4227948181904	Utilities	N
10431	Verizon Business		18.67	1 Transactions			
5295	Ziegler Inc						
	03- 303- 000- 0000- 6590		176.00	REPAIR PARTS	PC190085002	Repair & Maintenance Supplies	N
	03- 303- 000- 0000- 6590		575.77	REPAIR PARTS	PC190085164	Repair & Maintenance Supplies	N
	03- 303- 000- 0000- 6590		5.96	REPAIR PARTS	PC190085165	Repair & Maintenance Supplies	N
	03- 303- 000- 0000- 6590		1,337.20	REPAIR PARTS	PC190085232	Repair & Maintenance Supplies	N
5295	Ziegler Inc		2,094.93	4 Transactions			
303	DEPT Total:		42,637.88	R&B Highway Maintenance	39 Vendors	95 Transactions	
307	DEPT			R&B Capital Infrastructure			
86222	Aitkin Independent Age						
	03- 307- 000- 0000- 6230		45.99	CP 001- 090- 033 AD FOR BID	935321	Printing & Publishing	N
	03- 307- 000- 0000- 6230		45.99	SAP 001- 603- 019	935321	Printing & Publishing	N
	03- 307- 000- 0000- 6230		91.98	CP 001- 070- 001 AD FOR BID	935321	Printing & Publishing	N
	03- 307- 000- 0000- 6230		45.99	SAP 001- 616- 007 AD FOR BID	935321	Printing & Publishing	N
86222	Aitkin Independent Age		229.95	4 Transactions			
15185	KNEISEL/TERRANCE						
	03- 307- 000- 0000- 6362		3,160.00	LAND R- W S35- T43N- R22W	PARCEL NO 7	Right Of Way	Y
15185	KNEISEL/TERRANCE		3,160.00	1 Transactions			
15186	TOWNE MORTGAGE COMPANY						
	03- 307- 000- 0000- 6362		150.00	PARTIAL RELEASE	451460	Right Of Way	N
15186	TOWNE MORTGAGE COMPANY		150.00	1 Transactions			
5128	Widseth Smith & Nolting Inc						

LAH1  
 5/20/19 10:26AM  
 3 Road & Bridge

# 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	
	03-307-000-0000-6260		PROFESSIONAL SERVICES	130054	Professional Services	N
	03-307-000-0000-6260		PROFESSIONAL SERVICES	130056	Professional Services	N
5128	Widseth Smith & Nolting Inc					
		4,004.50		2 Transactions		
307	DEPT Total:	7,544.45	R&B Capital Infrastructure	4 Vendors	8 Transactions	
308	DEPT		R&B Equipment & Facilities			
10720	Nuss Truck & Equipment					
	03-308-000-0000-6600	92,947.32	MACK TRUCK	16757	Capital Outlay- Facilities	N
	03-308-000-0000-6600	92,947.32	MACK TRUCK	16758	Capital Outlay- Facilities	N
	03-308-000-0000-6600	92,947.32	MACK TRUCK	16759	Capital Outlay- Facilities	N
10720	Nuss Truck & Equipment	278,841.96		3 Transactions		
8364	Towmaster, Inc					
	03-308-000-0000-6600	99,315.00	TRUCK CHASIS	413816	Capital Outlay- Facilities	N
	03-308-000-0000-6600	99,315.00	TRUCK CHASIS	415092	Capital Outlay- Facilities	N
	03-308-000-0000-6600	99,315.00	TRUCK CHASIS	415436	Capital Outlay- Facilities	N
8364	Towmaster, Inc	297,945.00		3 Transactions		
308	DEPT Total:	576,786.96	R&B Equipment & Facilities	2 Vendors	6 Transactions	
3	Fund Total:	628,115.60	Road & Bridge		119 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		22.57	Cooler Rental Service 05/01/2019 05/31/2019	150-10016285-1	Office Equipment Rental/Contracts	N
10855	Culligan		22.57	1 Transactions			
89765	Minnesota Elevator, Inc 05-257-000-0000-6300		19.71	Elevator Service - May '19 05/01/2019 05/31/2019	800771	Maintenance-Service Contracts	N
89765	Minnesota Elevator, Inc		19.71	1 Transactions			
257	DEPT Total:		42.28	Community Corrections	2 Vendors	2 Transactions	
390	DEPT			Environmental Health (FBL)			
10855	Culligan 05-390-000-0000-6342		4.10	Cooler Rental Service 05/01/2019 05/31/2019	150-10016285-1	Office Equipment Rental/Contracts	N
10855	Culligan		4.10	1 Transactions			
89765	Minnesota Elevator, Inc 05-390-000-0000-6300		3.58	Elevator Service - May '19 05/01/2019 05/31/2019	800771	Maintenance-Service Contracts	N
89765	Minnesota Elevator, Inc		3.58	1 Transactions			
390	DEPT Total:		7.68	Environmental Health (FBL)	2 Vendors	2 Transactions	
400	DEPT			Public Health Department			
10855	Culligan 05-400-440-0410-6301		28.73	Cooler Rental Service 05/01/2019 05/31/2019	150-10016285-1	Equipment Lease/Space Rental	N
10855	Culligan		28.73	1 Transactions			
89765	Minnesota Elevator, Inc 05-400-440-0410-6300		25.08	Elevator Service - May '19 05/01/2019 05/31/2019	800771	Maintenance/Service Contracts	N
89765	Minnesota Elevator, Inc		25.08	1 Transactions			
9276	Sanofi Pasteur Inc						

# 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- 400- 400- 0402- 6401		Menactra Vaccine 04/29/2019	912211275	Vaccine Cost	N
9276 Sanofi Pasteur Inc		570.22			1 Transactions
86235 The Office Shop Inc					
05- 400- 440- 0410- 6405		1.24 Agency - Post it flags 04/01/2019	1061453- 0	Office Supplies	N
05- 400- 440- 0410- 6405		0.88 Agency - Stapler 04/05/2019	1061632- 0	Office Supplies	N
05- 400- 440- 0410- 6405		3.53 Agency - Post Its 04/04/2019	1061634- 0	Office Supplies	N
05- 400- 440- 0410- 6405		1.09 Agency - Legal pads 04/18/2019	1062254- 0	Office Supplies	N
05- 400- 440- 0410- 6405		2.22 Agency - Post it flags 04/19/2019	1062254- 1	Office Supplies	N
05- 400- 440- 0410- 6405		7.20 Agency - Steno Books 04/24/2019	1062472- 0	Office Supplies	N
05- 400- 440- 0410- 6405		1.21 Agency - 4 x 6 note paper 04/23/2019	1062475- 0	Office Supplies	N
05- 400- 440- 0410- 6405		1.98 Agency - Packaging Tape 04/24/2019	1062475- 1	Office Supplies	N
05- 400- 440- 0410- 6405		3.55 Agency - 6 x 9 envelopes 04/24/2019	1062495- 0	Office Supplies	N
05- 400- 440- 0410- 6405		3.78 Agency - post it notes 04/30/2019	1062801- 0	Office Supplies	N
05- 400- 440- 0410- 6300		215.63 Mailrm- Copier Contract IRC5560 02/22/2019	303610- 0	Maintenance/Service Contracts	N
05- 400- 440- 0410- 6405		2.94 Agency - Pencil Sharpener 04/16/2019	304470- 0	Office Supplies	N
05- 400- 440- 0410- 6300		60.87 OSS- Copier Contract IRC5550I 04/29/2019	304735- 0	Maintenance/Service Contracts	N
05- 400- 440- 0410- 6300		2,383.20 PH- Copier Contract IRC5255 02/22/2019	313610- 0	Maintenance/Service Contracts	N
86235 The Office Shop Inc		2,689.32			14 Transactions
400 DEPT Total:		3,313.35	Public Health Department	4 Vendors	17 Transactions
420 DEPT			Income Maintenance		
10855 Culligan					

# 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- 420- 600- 4800- 6301		Cooler Rental Service 05/01/2019 05/31/2019	150- 10016285- 1	Equipment Lease/Space Rental	N
10855 Culligan		59.51	1 Transactions		
11051 Department of Human Services					
05- 420- 620- 4100- 6011		400.40		County Share - Ga	N
11051 Department of Human Services		400.40	1 Transactions		
89765 Minnesota Elevator, Inc					
05- 420- 600- 4800- 6300		51.96		Maintenance/Service Contracts	N
89765 Minnesota Elevator, Inc		51.96	1 Transactions		
86235 The Office Shop Inc					
05- 420- 600- 4800- 6405		2.55		Office Supplies	N
05- 420- 640- 4800- 6405		28.99		Office Supplies	N
05- 420- 600- 4800- 6405		10.99		Office Supplies	N
05- 420- 600- 4800- 6405		1.82		Office Supplies	N
05- 420- 600- 4800- 6405		7.27		Office Supplies	N
05- 420- 600- 4800- 6450		238.55		Small Equipment: Telephones,Chairs,	N
05- 420- 600- 4800- 6405		2.24		Office Supplies	N
05- 420- 600- 4800- 6405		4.57		Office Supplies	N
05- 420- 600- 4800- 6405		14.85		Office Supplies	N
05- 420- 600- 4800- 6405		2.51		Office Supplies	N
05- 420- 600- 4800- 6405		4.08		Office Supplies	N
05- 420- 600- 4800- 6405		7.31		Office Supplies	N

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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	Amount	Service Dates	On Behalf of Name	
05- 420- 600- 4800- 6405		7.80	Agency - post it notes 04/30/2019	1062801- 0	Office Supplies N
05- 420- 600- 4800- 6300		444.72	Mailrm- Copier Contract IRC5560 02/22/2019	303610- 0	Maintenance/Service Contracts N
05- 420- 600- 4800- 6405		6.07	Agency - Pencil Sharpener 04/16/2019	304470- 0	Office Supplies N
05- 420- 600- 4800- 6300		125.57	OSS- Copier Contract IRC5550I 04/29/2019	304735- 0	Maintenance/Service Contracts N
05- 420- 640- 4800- 6300		82.21	CS- Copier Contract IR4245 02/22/2019	31610- 0	Maintenance/Service Contracts N
<b>86235 The Office Shop Inc</b>		<b>992.10</b>			<b>17 Transactions</b>
<b>420 DEPT Total:</b>		<b>1,503.97</b>	<b>Income Maintenance</b>	<b>4 Vendors</b>	<b>20 Transactions</b>
<b>430 DEPT</b>			<b>Social Services</b>		
10855 Culligan		90.29	Cooler Rental Service 05/01/2019 05/31/2019	150- 10016285- 1	Equipment Lease/Space Rental N
10855 Culligan		90.29			1 Transactions
11051 Department of Human Services		100.00	SSIS Mentor Fees - 2018 01/01/2018 12/31/2018	00000540531	Membership/Dues/Association Fees N
11051 Department of Human Services		100.00			1 Transactions
89765 Minnesota Elevator, Inc		78.83	Elevator Service - May '19 05/01/2019 05/31/2019	800771	Maintenance/Service Contracts N
89765 Minnesota Elevator, Inc		78.83			1 Transactions
86235 The Office Shop Inc		3.95	Agency - Post it flags 04/01/2019	1061453- 0	Office Supplies N
05- 430- 700- 4800- 6405		10.99	SS - Paper 04/04/2019	1061622- 0	Office Supplies N
05- 430- 700- 4800- 6405		72.50	HCBS - Folders/Tabs 04/04/2019	1061622- 0	Office Supplies N
05- 430- 700- 4800- 6405		2.82	Agency - Stapler 04/05/2019	1061632- 0	Office Supplies N

# Aitkin County

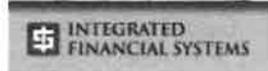


## Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

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		Agency - Post Its 04/04/2019	1061634- 0	Office Supplies	N
	05- 430- 700- 4800- 6405		SS - Name Plate (TW) 04/15/2019	1061917- 0	Office Supplies	N
	05- 430- 700- 4800- 6405		Agency - Legal pads 04/18/2019	1062254- 0	Office Supplies	N
	05- 430- 700- 4800- 6405		Agency - Post it flags 04/19/2019	1062254- 1	Office Supplies	N
	05- 430- 700- 4800- 6405		Agency - Steno Books 04/24/2019	1062472- 0	Office Supplies	N
	05- 430- 700- 4800- 6405		Agency - 4 x 6 note paper 04/23/2019	1062475- 0	Office Supplies	N
	05- 430- 700- 4800- 6405		Agency - Packaging Tape 04/24/2019	1062475- 1	Office Supplies	N
	05- 430- 700- 4800- 6405		Agency - 6 x 9 envelopes 04/24/2019	1062495- 0	Office Supplies	N
	05- 430- 700- 4800- 6405		Agency - post it notes 04/30/2019	1062801- 0	Office Supplies	N
	05- 430- 700- 4800- 6300		Mailrm- Copier Contract IRC5560 02/22/2019	303610- 0	Maintenance/Service Contracts	N
	05- 430- 700- 4800- 6405		Agency - Pencil Sharpener 04/16/2019	304470- 0	Office Supplies	N
	05- 430- 700- 4800- 6300		OSS- Copier Contract IRC5550I 04/29/2019	304735- 0	Maintenance/Service Contracts	N
86235	The Office Shop Inc		1,070.98		16 Transactions	
430	DEPT Total:		1,340.10	Social Services	4 Vendors	19 Transactions
5	Fund Total:		6,207.38	Health & Human Services		60 Transactions

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# Aitkin County



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		Marriage license fees April 19		State Fees, Assessments & Surcharge: N
	4580 Mn Dept Of Finance		570.00		
			570.00		1 Transactions
0	DEPT Total:		570.00	Undesignated	1 Vendors
					1 Transactions
9	Fund Total:		570.00	State	1 Transactions

# 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	
900	DEPT		Timber Permit Bonds			
9939	Brekke/Dell 10- 900- 000- 0000- 2300		Bond refund Rec 758	13899	Timber Permit Bonds	N
9939	Brekke/Dell	830.00				
			1 Transactions			
10673	Brown Trucking/Joe 10- 900- 000- 0000- 2300		Bond refund Rec 691	13573	Timber Permit Bonds	N
10673	Brown Trucking/Joe	411.62				
			1 Transactions			
943	Cook Logging 10- 900- 000- 0000- 2300		Bond refund Rec 763	13811	Timber Permit Bonds	N
943	Cook Logging	3,058.72				
			1 Transactions			
5791	Sappi 10- 900- 000- 0000- 2300		Bond Refund Rec 2540	13717	Timber Permit Bonds	N
5791	Sappi	3,964.40				
			1 Transactions			
9286	Stangler Logging 10- 900- 000- 0000- 2300		Bond Refund Rec 764	13565	Timber Permit Bonds	N
9286	Stangler Logging	548.00				
			1 Transactions			
13028	Tveit Lumber 10- 900- 000- 0000- 2300		Bond Refund Rec 759	13749	Timber Permit Bonds	N
13028	Tveit Lumber	1,472.84				
			1 Transactions			
900	DEPT Total:	10,285.58	Timber Permit Bonds	6 Vendors	6 Transactions	
921	DEPT		Co. Development			
90805	Temco 10- 921- 000- 0000- 6515		Beaver gates	23834	Culverts	Y
90805	Temco	4,006.00				
			1 Transactions			
921	DEPT Total:	4,006.00	Co. Development	1 Vendors	1 Transactions	
923	DEPT		Forfeited Tax Sales			
170	Aitkin Motor Company 10- 923- 000- 0000- 6590		Exhaust tail pipe #452	22789	Repair & Maintenance Supplies	N
	10- 923- 000- 0000- 6590	102.41	LOF #667	22955	Repair & Maintenance Supplies	N
		50.74				

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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.</u> <u>Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
10-923-000-0000-6590		Front brake caliper #798	22975	Repair & Maintenance Supplies	N
10-923-000-0000-6590		Brake caliper & pads	23050	Repair & Maintenance Supplies	N
<b>170 Aitkin Motor Company</b>					
		4 Transactions			
<b>195 Aitkin Tire Shop</b>					
10-923-000-0000-6590		2 tires for grader #402	58896	Repair & Maintenance Supplies	Y
<b>195 Aitkin Tire Shop</b>		1 Transactions			
<b>10452 AT&amp;T Mobility</b>					
10-923-000-0000-6250			287257204209	Telephone	N
<b>10452 AT&amp;T Mobility</b>		1 Transactions			
<b>86467 Auto Value Aitkin</b>					
10-923-000-0000-6590		Battery/core return #402	40138071	Repair & Maintenance Supplies	N
10-923-000-0000-6590		Truck 402 Oil/brake fluid/grea	40138195	Repair & Maintenance Supplies	N
10-923-000-0000-6590		Truck 402 HD Fuel/Air/Oil	40138220	Repair & Maintenance Supplies	N
<b>86467 Auto Value Aitkin</b>		3 Transactions			
<b>13725 Beartooth True Value</b>					
10-923-000-0000-6406		Gal Flt Past base	B84018	Field Supplies	N
10-923-000-0000-6406		Valve kit, ball valve	B85245	Field Supplies	N
10-923-000-0000-6406		Shackle, recovery strap	B85406	Field Supplies	N
<b>13725 Beartooth True Value</b>		3 Transactions			
<b>163 Charter Communications</b>					
10-923-000-0000-6254		Business internet	45857042019	Utilities	N
<b>163 Charter Communications</b>		1 Transactions			
<b>10359 Clearwater Middle School</b>					
10-923-000-0000-6590		Repair ATV seat	2198	Repair & Maintenance Supplies	N
<b>10359 Clearwater Middle School</b>		1 Transactions			
<b>91022 Courtemanche/Richard</b>					
10-923-000-0000-6330		MACLC Meeting mileage	107@.48	Transportation & Travel	N
10-923-000-0000-6330		Mileage LLCC	37@.48	Transportation & Travel	N
<b>91022 Courtemanche/Richard</b>		2 Transactions			
<b>10855 Culligan</b>					
10-923-000-0000-6254		May rental/April Water	1501004644562	Utilities	N

# 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>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
10855 Culligan		64.10	1 Transactions		
1701 Forestry Suppliers Inc					
10- 923- 000- 0000- 6406		460.58	Capsules	516576- 00	Field Supplies N
1701 Forestry Suppliers Inc		460.58	1 Transactions		
2340 Hyytinen Hardware Hank					
10- 923- 000- 0000- 6406		22.99	Ratchet tiedowns	1513324	Field Supplies N
10- 923- 000- 0000- 6406		12.99	Cord protector	1514467	Field Supplies N
10- 923- 000- 0000- 6406		14.99	Toolbox	1514498	Field Supplies N
10- 923- 000- 0000- 6406		31.96	Socket adapter, tape measure	1514605	Field Supplies N
10- 923- 000- 0000- 6406		9.99	Fix a flat w/ hose \$350	1514671	Field Supplies N
10- 923- 000- 0000- 6406		29.98	Toolbox	1515330	Field Supplies N
10- 923- 000- 0000- 6406		10.98	Hitchpin for dump trailer	1515524	Field Supplies N
10- 923- 000- 0000- 6406		81.28	Tools	1516507	Field Supplies N
2340 Hyytinen Hardware Hank		215.16	8 Transactions		
2991 Malmo Market					
10- 923- 000- 0000- 6511		219.32	April gas		Gas And Oil N
2991 Malmo Market		219.32	1 Transactions		
10412 O'Reilly Auto Parts					
10- 923- 000- 0000- 6590		7.13	Scotch Mold	1878- 421510	Repair & Maintenance Supplies N
10412 O'Reilly Auto Parts		7.13	1 Transactions		
4010 Rasley Oil Company					
10- 923- 000- 0000- 6511		1,194.25	Fuel	AITCOL&PS	Gas And Oil N
4010 Rasley Oil Company		1,194.25	1 Transactions		
86235 The Office Shop Inc					
10- 923- 000- 0000- 6405		55.37	Labels, envelopes, pens	1061871- 0	Office Supplies N
10- 923- 000- 0000- 6405		17.64	Envelopes	304473- 0	Office Supplies N
10- 923- 000- 0000- 6231		551.57	Quarterly billing contract	304732- 0	Services, Labor, Contracts N
86235 The Office Shop Inc		624.58	3 Transactions		
13028 Tveit Lumber					
10- 923- 000- 0000- 6820		3,196.95	Overappraised refund	13749	Refunds & Reimbursements N
13028 Tveit Lumber		3,196.95	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
5551	Unclaimed Freight North						
	10- 923- 000- 0000- 6450		8.06	Markers, phone charger, broom	1/15/19	Small Tools	N
	10- 923- 000- 0000- 6450		29.96	Hammers, anchors	124313	Small Tools	N
	10- 923- 000- 0000- 6450		119.40	Tools, hardware	158692	Small Tools	N
5551	Unclaimed Freight North		157.42	3 Transactions			
3486	Waste Management Of Northern Minneso						
	10- 923- 000- 0000- 6255		112.89	Waste removal	661349217678	Garbage	N
3486	Waste Management Of Northern Minneso		112.89	1 Transactions			
923	DEPT Total:		9,755.07	Forfeited Tax Sales	18 Vendors	37 Transactions	
10	Fund Total:		24,046.65	Trust		44 Transactions	

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 11 Forest Development

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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>
924 DEPT			Forest Resource		
10452 AT&T Mobility					
11- 924- 000- 0000- 6250		18.64		287257204209	Telephone N
10452 AT&T Mobility		18.64	1 Transactions		
<b>924 DEPT Total:</b>		<b>18.64</b>	<b>Forest Resource</b>	<b>1 Vendors</b>	<b>1 Transactions</b>
925 DEPT			Resource Management		
116 Aitkin Pet & Farm Supply Inc					
11- 925- 000- 0000- 6406		9.95	Pine bedding	667465	Field Supplies N
116 Aitkin Pet & Farm Supply Inc		9.95	1 Transactions		
13234 Western EcoSystems Technology, Inc.					
11- 925- 000- 0000- 6231		2,831.56	Project 734- 03.001	64762	Services, Labor, Contracts N
13234 Western EcoSystems Technology, Inc.		2,831.56	1 Transactions		
<b>925 DEPT Total:</b>		<b>2,841.51</b>	<b>Resource Management</b>	<b>2 Vendors</b>	<b>2 Transactions</b>
935 DEPT			Forest Road		
10452 AT&T Mobility					
11- 935- 000- 0000- 6250		37.26		287257204209	Telephone N
10452 AT&T Mobility		37.26	1 Transactions		
<b>935 DEPT Total:</b>		<b>37.26</b>	<b>Forest Road</b>	<b>1 Vendors</b>	<b>1 Transactions</b>
<b>11 Fund Total:</b>		<b>2,897.41</b>	<b>Forest Development</b>		<b>4 Transactions</b>

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 13 Taxes & Penalties

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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>
943	DEPT					
	4258 St Louis County Auditor					
	13- 943- 000- 0000- 2068		75,959.77	2019 Fiscal Disparity 1st half		Cur - State Aids
	4258 St Louis County Auditor		75,959.77	1 Transactions		N
943	DEPT Total:		75,959.77	Taxes And Penalties	1 Vendors	1 Transactions
13	Fund Total:		75,959.77	Taxes & Penalties		1 Transactions

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 15 Aitkin County Collaborativ

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
450	DEPT		Collaborative- Aitkin School			
	86308 Aitkin Public Schools					
	15- 450- 000- 0000- 6231		18- 19 LCTS Allocation		Aitkin School Services	N
	86308 Aitkin Public Schools		20,000.00			
			20,000.00		1 Transactions	
450	DEPT Total:		20,000.00	Collaborative- Aitkin School	1 Vendors	1 Transactions
15	Fund Total:		20,000.00	Aitkin County Collaborative		1 Transactions

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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 #		
521 DEPT				LLCC Administration	
86222 Aitkin Independent Age				Subscription	
19- 521- 000- 0000- 6240		36.00	TAA- 116183	Dues/Assoc Fees	N
86222 Aitkin Independent Age		36.00		1 Transactions	
8622 Frontier				Service & long distance	
19- 521- 000- 0000- 6250		466.22	2187684653	Telephone	N
8622 Frontier		466.22		1 Transactions	
2763 J & H Transfer Station- Lakes Sanitary				May garbage	
19- 521- 000- 0000- 6255		105.30	154642	Garbage	Y
2763 J & H Transfer Station- Lakes Sanitary		105.30		1 Transactions	
3284 Minnesota Department Of Health				Serve Safe Cert - Hagen	
19- 521- 000- 0000- 6208		35.00		Training/Education	N
3284 Minnesota Department Of Health		35.00		1 Transactions	
4425 Shirts Plus				Hoodies & Tees	
19- 521- 000- 0000- 6400		1,209.60	2482	Commissary Items	N
19- 521- 000- 0000- 6400		1,034.50	2576	Commissary Items	N
4425 Shirts Plus		2,244.10		2 Transactions	
521 DEPT Total:		2,886.62		LLCC Administration	
			5 Vendors	6 Transactions	
522 DEPT				LLCC Education	
15187 Barnhart/Duane				Workshop fees	
19- 522- 000- 0000- 6416		280.00	7@40	Education Supplies	N
15187 Barnhart/Duane		280.00		1 Transactions	
13725 Beartooth True Value				Hardware	
19- 522- 000- 0000- 6416		23.82	B84408	Education Supplies	N
13725 Beartooth True Value		23.82		1 Transactions	
522 DEPT Total:		303.82		LLCC Education	
			2 Vendors	2 Transactions	
523 DEPT				LLCC Food	
5814 Hagen/Christine				Groceries	
19- 523- 000- 0000- 6418		24.53		Groceries- Students	N

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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>
5814 Hagen/Christine		24.53	1 Transactions		
5662 McGregor Dairy, Inc					
19- 523- 000- 0000- 6418		324.98	Groceries	29589	Groceries- Students N
19- 523- 000- 0000- 6418		272.65	Groceries	29629	Groceries- Students N
5662 McGregor Dairy, Inc		597.63	2 Transactions		
3810 Paulbeck's County Market					
19- 523- 000- 0000- 6418		6.98	Chicken for weekend group	7684653	Groceries- Students N
3810 Paulbeck's County Market		6.98	1 Transactions		
4761 Sysco Minnesota Inc					
19- 523- 000- 0000- 6418		1,065.32	Groceries	153518688	Groceries- Students N
4761 Sysco Minnesota Inc		1,065.32	1 Transactions		
4968 Upper Lakes Foods, Inc					
19- 523- 000- 0000- 6418		2,542.60	Groceries	466371- 00	Groceries- Students N
19- 523- 000- 0000- 6418		1,307.24	Groceries	470460- 00	Groceries- Students N
4968 Upper Lakes Foods, Inc		3,849.84	2 Transactions		
523 DEPT Total:		5,544.30	LLCC Food	5 Vendors	7 Transactions
524 DEPT			LLCC Maintenance		
86467 Auto Value Aitkin					
19- 524- 000- 0000- 6590		39.98	Floor scrubber parts	40138493	Repair & Maintenance Supplies N
86467 Auto Value Aitkin		39.98	1 Transactions		
13725 Beartooth True Value					
19- 524- 000- 0000- 6422		8.78	Hardware for soap dispensers	B82389	Janitorial Services/Supplies N
19- 524- 000- 0000- 6422		17.99	Deck sprayer	B83553	Janitorial Services/Supplies N
19- 524- 000- 0000- 6590		28.57	Hardware	B84408	Repair & Maintenance Supplies N
19- 524- 000- 0000- 6590		32.65	Walk in freezer repair	B84992	Repair & Maintenance Supplies N
19- 524- 000- 0000- 6422		4.04	Wall anchors/bolt	B85816	Janitorial Services/Supplies N
13725 Beartooth True Value		92.03	5 Transactions		
88628 Dalco					
19- 524- 000- 0000- 6422		675.00	Dining hall matting	3445402	Janitorial Services/Supplies N
19- 524- 000- 0000- 6422		559.70	Janitorial supplies	3445420	Janitorial Services/Supplies N
19- 524- 000- 0000- 6422		36.90	Toilet cleaner	3447421	Janitorial Services/Supplies N

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 19 Long Lake Conservation C

# 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>	
88628 Dalco		1,271.60				
8622 Frontier						
19- 524- 000- 0000- 6590		120.00	Repair	2187684653	Repair & Maintenance Supplies	N
8622 Frontier		120.00				
2340 Hyytinen Hardware Hank						
19- 524- 000- 0000- 6422		31.97	Light bulbs	1514480	Janitorial Services/Supplies	N
2340 Hyytinen Hardware Hank		31.97				
3760 Palisade Cooperative Oil Assoc						
19- 524- 000- 0000- 6511		40.53	Fule - Splitter/ATV	426353	Gas And Oil	N
19- 524- 000- 0000- 6511		28.99	Fuel - shop	427364	Gas And Oil	N
3760 Palisade Cooperative Oil Assoc		69.52				
86235 The Office Shop Inc						
19- 524- 000- 0000- 6422		240.00	Chair glides	1062241- 0	Janitorial Services/Supplies	N
86235 The Office Shop Inc		240.00				
13934 Tire Barn						
19- 524- 000- 0000- 6302		94.89	LOF, tire repair Van	47747	Vehicle Maintenance	N
13934 Tire Barn		94.89				
524 DEPT Total:		1,959.99	LLCC Maintenance	8 Vendors	15 Transactions	
19 Fund Total:		10,694.73	Long Lake Conservation Center		30 Transactions	

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21 Parks

# 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	
520	DEPT		Parks			
188	Aitkin Sno- Drifters Snowmobile 21- 520- 000- 0000- 6802		GIA 3rd Benchmark		Trail Grants- State	N
188	Aitkin Sno- Drifters Snowmobile	8,483.65		1 Transactions		
10452	AT&T Mobility 21- 520- 000- 0000- 6250	37.26		287257204209	Telephone	N
10452	AT&T Mobility	37.26		1 Transactions		
1829	Goble's Sewer Service Inc. 21- 520- 000- 0000- 6231	120.00	Aitkin dumpstation	12592	Services, Labor, Contracts	N
1829	Goble's Sewer Service Inc.	120.00		1 Transactions		
1880	Gravelle Plumbing & Heating, Inc 21- 520- 000- 0000- 6231	186.90	Repair line into building	80594	Services, Labor, Contracts	N
1880	Gravelle Plumbing & Heating, Inc	186.90		1 Transactions		
2060	Haypoint Jackpine Savages 21- 520- 000- 0000- 6802	14,496.33	GIA 3rd Benchmark		Trail Grants- State	N
2060	Haypoint Jackpine Savages	14,496.33		1 Transactions		
2340	Hyytinen Hardware Hank 21- 520- 000- 0000- 6406	6.49	Toilet connector	1515147	Field Supplies	N
	21- 520- 000- 0000- 6406	89.48	Pump, hose kit - Berglund	1516450	Field Supplies	N
2340	Hyytinen Hardware Hank	95.97		2 Transactions		
3176	Mille Lacs Trails, Inc. 21- 520- 000- 0000- 6802	12,872.55	GIA 3rd Benchmark		Trail Grants- State	N
3176	Mille Lacs Trails, Inc.	12,872.55		1 Transactions		
9692	Minnesota Energy Resources Corporation 21- 520- 000- 0000- 6254	213.45	Heating gas for shop 03/27/2019	50254456100001	Utilities	N
			04/25/2019			
9692	Minnesota Energy Resources Corporation	213.45		1 Transactions		
4800	Tamarack Sno- Flyers 21- 520- 000- 0000- 6802	14,249.84	GIA 3rd Benchmark		Trail Grants- State	N
4800	Tamarack Sno- Flyers	14,249.84		1 Transactions		

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 21 Parks

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	<u>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.</u>	<u>Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
3486	Waste Management Of Northern Minneso		112.89	Waste removal	661349017672	Garbage	N
	21- 520- 000- 0000- 6255						
3486	Waste Management Of Northern Minneso		112.89				
				1 Transactions			
520	DEPT Total:		50,868.84	Parks	10 Vendors	11 Transactions	
21	Fund Total:		50,868.84	Parks		11 Transactions	
	Final Total:		927,263.46	247 Vendors	444 Transactions		

# Aitkin County

## Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



<b>Recap by Fund</b>	<b>Fund</b>	<b>AMOUNT</b>	<b>Name</b>
	1	107,903.08	General Fund
	3	628,115.60	Road & Bridge
	5	6,207.38	Health & Human Services
	9	570.00	State
	10	24,046.65	Trust
	11	2,897.41	Forest Development
	13	75,959.77	Taxes & Penalties
	15	20,000.00	Aitkin County Collaborative
	19	10,694.73	Long Lake Conservation Center
	21	50,868.84	Parks
<b>All Funds</b>		<b>927,263.46</b>	<b>Total</b>

Approved by, .....

.....

.....



# Board of County Commissioners Agenda Request

21  
Agenda Item #

**Requested Meeting Date:** May 28, 2019

**Title of Item:** 2019 State of MN Federal Supplemental Boating Safety Patrol Grant

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" 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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<b>Submitted by:</b> Sheriff Daniel G. Guida	<b>Department:</b> Aitkin County Sheriff's Office
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<b>Presenter (Name and Title):</b> N/A	<b>Estimated Time Needed:</b> N/A
---	--------------------------------------

**Summary of Issue:**  
 Approve annual State of Minnesota Federal Supplemental Boating Safety Patrol Grant Agreement. The amount is \$6,375.00 to use towards overtime boat & water patrol hours.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**  
 Adopt resolution. Request board chair to sign agreement. Request County Administrator Jessica Seibert to sign resolution and return as soon as possible for submission to MN DNR.

**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 May 28, 2019

By Commissioner: xx

**20190528-0xx**

**2019 State of Minnesota Federal Supplemental Boating Safety Patrol Grant Agreement**

**BE IT RESOLVED**, that the Aitkin County Board of Commissioners approve the 2019 State of Minnesota Federal Supplemental Boating Safety Patrol Grant Agreement on file in the Office of the County Auditor and authorize the Aitkin County Sheriff, County Board Chair and County Administrator to sign the agreement in the amount of \$6,375.00 for the term of May 10, 2019 through September 2, 2019.

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 28<sup>th</sup> day of May 2019, and that the same is a true and correct copy of the whole thereof.

**Witness my hand and seal this 28<sup>th</sup> day of May 2019**

\_\_\_\_\_  
Jessica Seibert  
County Administrator



# DEPARTMENT OF NATURAL RESOURCES

## 2019 STATE OF MINNESOTA FEDERAL SUPPLEMENTAL BOATING SAFETY PATROL GRANT AGREEMENT

### ENCUMBRANCE WORKSHEET

Contract #: 157679

PO #: 3-150654

#### State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2019	Source Type REIMB	Vendor Number 0000197275-001
Total Amount \$ 6,375	Project ID R29G70CGFFY18	Billing Location R297000221	DUNS 047464805	

#### Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R294203	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date May 10, 2019	Grant End Date September 2, 2019
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#### Grantee Name and Address:

Aitkin County Sheriff's Office  
217 Second St. NW, Rm. 185  
Aitkin, MN 56431

#### Payment Address: (where DNR sends the check)

Aitkin Co. Treasurer  
209 - 2nd St. NW, Rm. 203  
Aitkin, MN 56431

**2019 STATE OF MINNESOTA  
FEDERAL SUPPLEMENTAL BOATING SAFETY PATROL  
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Aitkin County Sheriff's Office, 217 Second St. NW, Rm. 185, Aitkin, MN 56431 (DUNS 047464805) ("Grantee"). The payment address for this grant agreement is Aitkin Co. Treasurer, 209 - 2nd St. NW, Rm. 203, Aitkin, MN 56431.

**Recitals**

1. Under the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (CFDA number 97.012) in U.S.C. 13101-13110 and Minnesota Statute § 84.085, Subdivision 1(c) the State is empowered to enter into this grant.
1. This grant will be used to cover the cost of additional boating safety patrol of lakes and rivers in the county.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Agreement**

**1 Term of Grant Agreement**

- 1.1 **Effective date:** May 10, 2019 or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, Subdivision 5, whichever is later. Reimbursements will only be made for expenditures made according to the terms of this grant agreement.
- 1.2 **Expiration date:** September 2, 2019. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

**2 Grantee's Duties**

The Grantee, who is not a state employee, will provide additional boating safety patrol hours during high watercraft use periods through the payment of overtime or the addition of enforcement personnel. The Grantee will submit to the State a written plan to carry out the provisions of this grant. Provisions of Chapter 86B, the provisions of Chapter 169A pertaining to motorboats and the Boat and Water Safety Rules, hereinafter referred to as the "Minn. Rules" will be enforced. Refer to Exhibit "A" which is attached and incorporated into this agreement for more information on allowable expenses. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

**Reporting Requirements:** The Grantee is bound to financial and performance requirements as noted in this grant agreement and Exhibit A which is attached and incorporated into this grant agreement.

**3 Time**

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

**4 Consideration and Payment**

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Six thousand three hundred seventy-five dollars (\$6,375).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Six thousand three hundred seventy-five dollars (\$6,375).

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices may be submitted at the end of the grant period or as often as monthly. Each invoice shall be accompanied by log sheets or activity sheets as described in Exhibit A. The final invoice and required narrative report must be submitted to the State not later than October 2, 2019, unless an extension is granted in writing from the State.
- (b) **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (CFDA number 97.012) in U.S.C. 13101-13110. Exhibit "B" is attached and incorporated into this grant agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:
- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
  - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
  - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
  - (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
  - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is Rodmen Smith, Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5361, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Daniel Guida, Aitkin County Sheriff's Office, 217 Second St. NW, Rm. 185, Aitkin, MN 56431, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 **Liability**

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

9

**Audits (State and Single)**

Under Minn. Stat. §16B.98, subd. 8 and 2 CFR 200.331, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10

**Government Data Practices and Intellectual Property**

**10.1 Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11

**Workers' Compensation**

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

12

**Publicity and Endorsement**

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

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

13

**Governing Law, Jurisdiction, and Venue**

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

14

**Termination**

**14.1 Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**14.2 Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14.3 Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

a) It does not obtain funding from the Minnesota Legislature

b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15

**Data Disclosure**

Under Minnesota Statute § 270C.65, Subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number,

already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**16 American Disabilities Act**

The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

**17 Invasive Species Prevention**

**WORK SITES WITH KNOWN AQUATIC INVASIVE SPECIES INFESTATIONS**

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Operational Order 113 is incorporated into this grant agreement by reference and may be found at [http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf). Duties are listed in Op Order 113 under Sections II and III (p. 5-8).

The grantee shall be responsible for becoming familiar with the location of any known infestations of aquatic pests. The DNR Infested Waters list is found at <https://www.dnr.state.mn.us/invasives/ais/infested.html>. The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

The grantee shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for (ex. zebra mussels) invasive species prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated. The grantee shall use the following inspection and removal procedures for decontamination prior to entering and when leaving the water body:

- a. Prior to leaving the waterbody, drain all water from equipment, boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments and any other areas where water may be trapped or contained. Immediately after leaving the water body, drain water from transom wells onto dry land.\
- b. Inspect boat hulls, propellers, trailers and other surfaces, scrape off any attached mussels, remove any aquatic plant material (fragments, stems, leaves, or roots) and dispose of removed mussels and plants in a garbage can prior to transporting any equipment on public roads.
- c. Flush boats (inside and outside) and all other equipment with hot water of 105 - 110 degrees F for a period of 30 minutes or 140 degrees F for a period of 5 minutes; or, instead of flushing equipment, leave the equipment in a location so that it dries completely for a minimum of at least 5 consecutive full days. A car wash can be used for cleaning.
- d. If equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
- e. Before reuse, aquatic equipment used in invertebrate infested waters shall be dried, rinsed with hot water or power washed to remove invertebrates. Aquatic equipment used in pathogen infested water(s) shall be disinfected, according to Appendix A, immediately after exiting water.

**18 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

18.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

18.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

**19 Whistleblower Protection Rights**

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.*

Signed: 

Date: 5/13/19

SWIFT Contract # 157679

Purchase Order # 3-150254

**2. GRANTEE**

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

By: \_\_\_\_\_

Title: County Sheriff

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Chairperson of County Board

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: County Auditor or Administrator

Date: \_\_\_\_\_

**3. STATE AGENCY: NATURAL RESOURCES**

By: \_\_\_\_\_  
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: \_\_\_\_\_

Attachments: Exhibits "A" & "B"

Distribution:

- 1. DNR - OMBS
- 2. Grantee
- 3. State's Authorized Representative



# Board of County Commissioners Agenda Request

25  
Agenda Item #

**Requested Meeting Date:** May 28, 2019

**Title of Item:** County Administrator Employment Agreement

<input type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<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* <i>*provide copy of hearing notice that was published</i>

<b>Submitted by:</b> Jessica Seibert, County Administrator	<b>Department:</b> Administration
---	--------------------------------------

<b>Presenter (Name and Title):</b> Jessica Seibert, County Administrator	<b>Estimated Time Needed:</b>
---	-------------------------------

**Summary of Issue:**

Attached is an Employment Agreement for County Administrator, Jessica Seibert. The contract has been reviewed by labor attorney Kristi Hastings, County Attorney Jim Ratz, and the Personnel Committee.

**Alternatives, Options, Effects on Others/Comments:**

Deny employment contract for County Administrator Jessica Seibert.

**Recommended Action/Motion:**

Approve employment contract for County Administrator Jessica Seibert.

**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:*

The contract includes current salary and benefit rates.

## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** ("Agreement"), effective on the latest date the Agreement is signed below by the signatories, is made by and between the COUNTY OF AITKIN, MINNESOTA, a body corporate and politic existing under the laws of the State of Minnesota (hereinafter referred to as "County") Jessica A. Seibert (hereinafter referred to as "Employee") as follows:

**WHEREAS**, the County desires to employ Employee as Aitkin County Administrator upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work for the County as Aitkin County Administrator upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement herein, the parties agree as follows:

### **1. POSITION AND TERM OF EMPLOYMENT.**

The County hereby agrees to employ Employee in the capacity of Aitkin County Administrator under the terms of this Agreement commencing on May 28, 2019, and continuing thereafter until such time as employment is terminated according to the provisions of this Agreement. Employee agrees to serve as Aitkin County Administrator in accordance with the provisions of this Agreement.

### **2. DUTIES.**

As Aitkin County Administrator, Employee shall be the administrative director of the County, with the job responsibilities and duties attendant to that position as set forth in the position description as such description now exists, incorporated herein and attached hereto as Exhibit "A," (and as may be hereafter amended by joint agreement of the parties from time to time), and in accordance with Minnesota statutes, County ordinances, and to perform such other legally permissible and proper duties and functions as are contained in the position description and prescribed by law, with any other job responsibilities and duties as may be reasonably assigned by the County from time to time.

### **3. WORKING HOURS.**

It is recognized by the parties that the duties of the Aitkin County Administrator require a great deal of time outside normal County business hours. The parties agree that the position of County Administrator requires attendance at evening meetings and occasionally weekend meetings. It is understood by Employee that additional compensation shall not be allowed for such additional or extraordinary expenditures of time beyond the normal County business hours.

#### **4. OUTSIDE EMPLOYMENT AND ACTIVITIES.**

As County Administrator, Employee shall devote full time and best efforts to the business and affairs of the County, and except as hereinafter expressly stated, shall not accept any other employment during the term of this Agreement. This shall not be construed to prohibit the occasional teaching, consulting, speaking or writing engagement providing such activity does not in any way conflict with the employee's ability to effectively discharge assigned duties and responsibilities.

#### **5. PAID TIME OFF AND EMPLOYEE BENEFITS.**

- a. **BENEFITS AND ACCRUAL RATES.** Commencing on the first day of work as Aitkin County Administrator, Employee shall accrue paid time off at the rate of 1.75 days per month; as provided in the County's Personnel Policy; this amount may be increased at the discretion of the County Board; receive holiday pay for those holidays listed in the County's Personnel Policy; and shall receive and participate in the County's employee benefits plan as provided in the County's Personnel Policy. Accrued paid time off may be carried over from year to year to the maximum allowed by the County's Personnel Policy; this amount may be increased at the discretion of the County Board;
- b. **BANK OF ACCRUED BENEFITS.** On the first day of employment, Employee shall be credited with a bank of accrued paid time off in the amount of 40 hours.

#### **6. COMPENSATION.**

- a. **SALARY.** The County shall pay Employee for services as Aitkin County Administrator an annual gross salary of \$95,865.24 prorated and payable consistent with the County's normal payroll practices and subject to any authorized withholdings. Thereafter, on an annual basis, the County Board shall review the Employee's salary. The Employee shall receive the increase given to salaried employees; this amount may be increased at the discretion of the County Board.
- b. **PENSION.** The County shall contribute to Employee's Minnesota Public Employees Retirement Association ("PERA") account in the amount prescribed by law. Employee shall contribute to PERA as required by Minnesota law.
- c. **MILEAGE REIMBURSEMENT.** Employee shall be reimbursed for mileage as provided for in the County's Personnel Policy.
- d. **CELL PHONE and TABLET.** Employee shall be provided and shall be authorized to use a County-issued cell phone and tablet for work purposes.

#### **7. PROFESSIONAL DEVELOPMENT.**

The County shall pay membership fees for Employee to participate and attend meetings of the Minnesota Association of Counties (AMC), Minnesota Association of County Administrators (MACA), the International City/County Management Association (ICMA). All other training, conferences, subscriptions, meetings and professional dues will be provided in the same manner as for other County employees.

## **8. PERFORMANCE REVIEWS.**

- a. **FREQUENCY OF PERFORMANCE REVIEWS.** The County Board shall review and evaluate the performance of Employee thereafter at least once annually. The review and evaluation shall be done in accordance with specific criteria developed jointly by the County and Employee, and as may be thereafter modified by the County Board in consultation with Employee. Failure by either party to complete the matters described in this paragraph shall not constitute a breach of this Agreement.
- b. **PERFORMANCE GOALS AND OBJECTIVES.** The County Board and Employee shall jointly define in writing the goals and performance objectives for the proper operation of the County and the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives should generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. The written statement of goals and performance objectives shall be reviewed annually.

## **9. TERMINATION AND RESIGNATION.**

- a. **TERMINATION.** Both parties agree that the County Administrator position is unclassified and that this is an at-will employment relationship: The County Administrator serves at the will of the County Board. This employment agreement can be terminated at any time by either party for any reason without the need to indicate or prove a specific reason or cause.
  - i. **TERMINATION WITHOUT CAUSE.** In the event that Employee is terminated by the County without cause during a time when Employee is willing and able to perform the duties of Aitkin County Administrator, then the County agrees to pay Employee, at the time of receipt of last paycheck, a lump sum cash payment equal to two (2) months' salary. The two-month lump sum payment shall not include any pension contributions, insurance contributions, or other compensation of any kind other than Employee's salary. Employee will also receive payment of paid time off leave in the amounts accrued at the time of the termination date.

ii. **TERMINATION WITH CAUSE.** In the event that Employee is terminated by the County for cause under any one of the following circumstances, the County shall have no obligation to pay termination benefits:

1. Conviction of a felony or other crime which renders Employee incapable of satisfactorily performing the duties of the position, or impairs the safe, efficient, or effective operation of the office of County Administrator;
2. Performance of any job-related acts that endanger the property or personal safety of themselves or another person;
3. Violation of any lawful official order of, or failure to obey any lawful direction made and given by, the County Board, where such violation or failure to obey amounts to an act of insubordination or a serious breach of proper discipline, or has resulted or reasonably might be expected to result in a loss or injury to the County or to the public;
4. Disgraceful conduct, whether occurring during the performance of Employee's official duties or off-duty;
5. Unreasonable amount of absence from duty without making suitable arrangements for the care of the County Administrator's duties.

b. **RESIGNATION.** Employee may voluntarily terminate this Agreement at any time upon sixty (60) days prior notice by tendering written resignation to the County. Employee shall cooperate with the County in effecting the transfer of duties during the sixty (60) day notice period. If Employee voluntarily terminates this Agreement, there shall be no termination benefits due, except for payment of paid time off leave in the amounts accrued at the time of the termination date. The County shall pay Employee accrued and unused paid time off leave as part of Employee's last paycheck from the County.

c. **GENERAL PROVISIONS REGARDING TERMINATION.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the County to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from the position with the County, subject only to the provisions of this Agreement.

## **10. NON-CIVIL SERVICE STATUS.**

It is expressly understood and agreed that Employee is not being appointed or employed as Aitkin County Administrator under any state or local civil service laws, procedures, or regulations, and neither state nor local civil service laws, procedures or regulations apply to Employee's employment and tenure as Aitkin County Administrator. Employee expressly waives any coverage under any such laws or procedures or regulations.

## **11. INDEMNIFICATION AND BONDING.**

- a. **INDEMNIFICATION.** The County shall defend and indemnify Employee in their capacity as Aitkin County Administrator pursuant to Minn. Stat. Section 466.07 and Section 465.76. In addition, the County shall defend, hold harmless, and indemnify Employee in their capacity as Aitkin County Administrator from all claims based on tort, civil damages, penalties, fines, and claims based on violation of statutes, ordinances and rules, provided that Employee was acting in good faith in the performance of duties as Aitkin County Administrator at the time in question.
- b. **BONDING.** The County shall pay the cost of any fidelity or other bonds required of Employee under any law or circumstance.

## **12. PERSONNEL POLICY.**

Except where specifically abridged or modified by this Agreement, the County's personnel policies as set forth in the County's Personnel Policy Manual, as amended by the Board from time-to-time, shall apply to Employee.

## **13. NOTICES.**

- a. Notices by either party required to be given under this Agreement shall be in writing and hand-delivered or sent by certified mail addressed to the other party as herein provided. Notice to the County shall be hand-delivered or mailed to the Board Chair, at the offices of the County, Aitkin County Courthouse, 217 2<sup>nd</sup> St. NW, Aitkin, Minnesota 56431. Notice to Employee shall be hand-delivered or mailed to Employee at their last known home address as indicated on the County's records.
- b. If notice is mailed, it shall be deemed "received" three (3) days after the postmarked date of mailing, provided such notice was sent postage prepaid and addressed as required by Paragraph 13(a) above.

#### 14. MISCELLANEOUS.

- a. This Agreement shall be governed and construed in accordance with the substantive and procedural laws of the State of Minnesota.
- b. This Agreement sets forth the entire agreement of the parties and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, statements, representations or promises. There are no other oral or written agreements between the parties.
- c. Any breach or dispute arising out of, or regarding the interpretation of this Agreement, including the issue of whether “cause” exists to terminate the contract for cause as referenced in Paragraph 9 hereof, shall be submitted to an independent arbitrator for binding arbitration of said dispute.
- d. If any provision of this Agreement is later deemed unenforceable, the remaining provisions will continue to be binding, and the arbitrator(s) making such a determination shall also have the limited authority to modify any clause solely in order to render the provision valid under applicable law.
- e. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

**WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN TRIPLICATE CONSISTING OF SEVEN (7) PAGES INCLUDING THE SIGNATURE PAGE, ON THE DATES SET FORTH BELOW.**

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anne Marcotte, Board Chair  
Aitkin County Board of Commissioners

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Kristi A. Hastings  
Pemberton Law

\_\_\_\_\_  
Date



Aitkin  
County

# Board of County Commissioners Agenda Request

3A  
Agenda Item #

**Requested Meeting Date:** May 28, 2019

**Title of Item:** Adopt Zoning Ordinance Amendments and Solid Waste Ordinance

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <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*
<b>Submitted by:</b> Terry Neff, Environmental Services Director		<b>Department:</b> Environmental Services
<b>Presenter (Name and Title):</b> Terry Neff, Environmental Services Director		<b>Estimated Time Needed:</b> 30 minutes
<b>Summary of Issue:</b> <p>On March 14, 2019, the Ordinance committee met to review proposed amendments to the zoning ordinance and a new solid waste ordinance. A draft of each was approved and submitted to the County Board for authorization to hold a public hearing before the planning Commission.</p> <p>The proposed amendments to the Zoning Ordinance and the proposed Solid Waste Ordinance were published in compliance with MN Statutes 375.51.</p> <p>On May 20, 2019, the public hearing was held with no comments submitted or citizens in attendance. The Planning Commission reviewed the proposed amendments to the Zoning Ordinance and the proposed Solid Waste Ordinance and recommends the adoption of both with no changes.</p> <p>Recommend adopting the proposed Zoning Ordinance amendments and proposed Solid Waste Ordinance as submitted with an effective date of May 28, 2019.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b> Alternative is to continue administering an outdated Solid Waste Ordinance, and continue having all vacation/private home rental renewals go through the Interim Use Permit process.		
<b>Recommended Action/Motion:</b> Approve the proposed amendments to the Zoning Ordinance and adopt the Solid Waste Ordinance.		
<b>Financial Impact:</b> 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.

May 20, 2019

①  
Zoning Ordinance  
Amendments

**(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**

- 13.0 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 #20XX-00XXXX.
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

5/20/19

**SOLID WASTE  
ORDINANCE**

**COUNTY OF AITKIN**

**AITKIN COUNTY, MINNESOTA**

Adopted by Aitkin County Board of Commissioners on May 28, 2019,

**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 1<sup>st</sup> 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 31<sup>st</sup> 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 31<sup>st</sup> 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.