



## REGULAR MEETING OF THE COUNTY BOARD OF COMMISSIONERS

**What:** Aitkin County Board Agenda

**When:** February 10, 2026

**Where:** Government Center Board Room

9:00 a.m.

**1) J. Mark Wedel, County Board Chair**

- A) Call to Order**
- B) Pledge of Allegiance**
- C) Approval of the Agenda**

9:00 a.m.

**D) Citizens Public Comment-** Comments from visitors must be informational and not exceed (5) minutes per person (when there is a large number of speakers to be heard, the Board of Commissioners may shorten this time). The County Board generally will not engage in a discussion or debate but will take the information for consideration as 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. Anyone attending virtually wishing to speak during the public comment period should notify the County Administrators office at 218-927-7276 option 8 no later than 2:30 P.M. on the Monday before the meeting.

**2) Consent Agenda-** All items on the Consent Agenda are considered to be routine and have been made available to the County Board prior to the meeting. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from this Agenda and considered under a separate motion.

- A) Correspondence File Acknowledge-**  
Notice of Intent to File for Office -- County Recorder
- B) Approve County Board Minutes-**  
January 27, 2026
- C) Approve Auditor Vouchers-**  
Auditor Warrants - HHS 01.23.26
- D) Information Only**  
Investment Report
- E) Approve Manual Warrants/Voids/Corrections-**  
ELAN 01.02.26
- F) Approve Commissioner's Vouchers**  
Commissioner Warrants 01.30.26
- G) Approve Manual Warrants/Voids/Corrections-**  
ELAN 01.15.26
- H) Approve Auditor Vouchers-**  
Auditor Warrants - HHS 01.30.26
- I) Approve-**  
McGrath Fire Department - 2026 Contract for Service Unorganized Town 45-24
- J) Approve-**  
Consumption & Display Permits - Larson's Barn LLC
- K) Approve Auditor Vouchers-**  
Auditor Warrants - R&B Contract Payments 02.06.26
- L) Adopt Resolution-**  
Final Contract Payment 20253
- M) Adopt Resolution-**  
Bridge Priority List
- N) Adopt Resolution-**  
Application to Make Retail Sales of Tobacco Products - Dollar General #30997

**9:05 a.m.**

- 3) John Welle – County Engineer  
A) Adopt Resolution - Award Contract 20264

**9:10 a.m.**

- 4) Dennis Thompson – Land Commissioner  
A) Adopt Resolution - Designation of Long Lake Conservation Center as a Park of Regional Significance from the Greater Minnesota Regional Parks and Trails Commission

**9:20 a.m.**

- 5) Kathleen Ryan – County Auditor  
A) Approve Statement of Work - CLA, SBITA Consulting

**9:25 a.m.**

- 6) Andrew Carlstrom – Environmental Services Director  
A) Adopt Resolution - Amending the Aitkin County Shoreland Ordinance  
B) Approve 2026 Residential Waste Electronics Collection  
C) Approve Recycling Contract with Garrison Disposal

**9:50 a.m.**

- 7) Jim Bright – Facilities Coordinator  
A) Health & Human Services Building Renovation Update - Information Only

**10:00 a.m.**

- 8) Board of Commissioners  
A) Commissioner Committee Reports

**ADJOURN**



**From:** [Tara Snyder](#)  
**To:** [David Minke](#)  
**Subject:** Recorder Re-Election  
**Date:** Tuesday, January 27, 2026 3:02:13 PM

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**RECEIVED**  
*By David Minke at 3:08 pm, Jan 27, 2026*

Aitkin County Commissioners,

Pursuant to Minnesota Statutes §375.1205 Subdivision 2, I am providing notice that I, Tara Snyder, intend to file for re-election as the Aitkin County Recorder in the 2026 election.

Best regards,

**Tara Snyder**

Aitkin County Recorder's Office  
County Recorder

MAILING ADDRESS  
307 2nd St NW - Room 122  
Aitkin MN 56431

Phone: 218-927-7336  
Direct: 218-927-7330

The County of Aitkin does NOT perform legal or abstracting services, nor do we certify to any search results. Any information provided is for courtesy/reference purposes only and does not carry any warranties or fitness for particular use.

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**AITKIN COUNTY BOARD****January 27, 2026****Call to Order**

The Aitkin County Board of Commissioners met the 27<sup>th</sup> day of January, 2026 at 9:00 a.m. at the Aitkin Government Center with the following members present: Board Chair J. Mark Wedel, Commissioners Laurie Westerlund, Travis Leiviska, Bret Sample, and Michael Kearney. Also present were County Administrator David Minke and Administrative Assistant April Kellerman.

**Approval of Agenda**

Motion by Commissioner Sample, seconded by Commissioner Kearney and carried 5-0 to approve the January 27, 2026 agenda, as amended with the addition of item 2S.1.

Citizens' Public Comment made by Randy Ott, Waste Management.

**Consent Agenda**

Motion by Commissioner Sample, seconded by Commissioner Kearney and carried 5-0 to approve the Consent Agenda as follows.

- A) Correspondence File Acknowledge January 6, 2026 to January 26, 2026;
- B) Approve January 6, 2026 County Board Minutes;
- C) Adopt Resolution #20260127-005: LG220 Permit – Lawler Area Community Club;
- D) Adopt Resolution #20260127-006: Joel Seibert application to repurchase tax-forfeited property;
- E) Approve Auditor Vouchers – Auditor Warrants paid 01.09.2026: Road & Bridge \$37,432.89, Trust \$37,500.00, Forest Development \$61,296.60 for a total of \$136,229.49
- F) Approve Auditor Vouchers – Health & Human Services Auditor Warrants paid 01.09.2026: General Fund \$719.25, Health & Human Services \$670,497.54 for a total of \$671,216.79;
- G) Approve Auditor Vouchers – Sales/Use & Diesel Tax paid 01.12.2026: General Fund \$125.24, Road & Bridge \$2,265.34, Long Lake Conservation Center \$172.05, Parks \$4.50 for a total of \$2,570.13
- H) Approve Manual Warrants/Voids/Corrections – Elan paid 12.18.2025: General Fund \$6,647.14, Long Lake Conservation Center \$97.66, Road & Bridge \$59.00, Health & Human Services \$2,905.78 for a total of \$9,709.58;
- I) Adopt Resolution #20260127-007: LG230 Application to Conduct Off-sight Gambling – Minnewawa Sportsmen's Club
- J) Approve Commissioner Vouchers – Commissioner Warrants paid 01.16.2026: General Fund \$880,075.32, Road & Bridge \$398,058.25, Health & Human Services \$42,767.38, Debt Service \$584,007.51, State \$7,872.50, Trust \$43,118.83, Forest Development \$148,248.10, Long Lake Conservation Center \$42,945.07, Parks \$95,928.85, Coronavirus Relief Fund \$12,300.00 for a total of \$2,255,321.81;
- K) Information Only – Notice of intent to file for county treasurer position pursuant to Minnesota Statutes §375A.1205 by County Treasurer Grams.
- L) Approve Auditor Vouchers – Health & Human Services Auditor Warrants paid 01.16.2026: Health & Human Services \$54,080.72, Opioid Remediation Settlement \$175.00 for a total of \$54,255.72
- M) Approve Manual Warrants/Voids/Corrections – Manual Warrants paid 01.15.2026: General Fund \$6,828.34, State \$100,901.11, Long Lake Conservation Center \$87.70 for a total of \$107,817.15

N) Information Only – Cash Balance Report – December 2025

O) Adopt Resolution #20260127-008: Final payment for contract #20241(CSAH 5 bridge replacement north of Palisade) to S&R Reinforcing, Inc in the amount of \$13,592.29

P) Adopt Resolution #20260127-009: Final payment for contract #20257 (for clearing and grubbing of CSAH 5 near Kimberly) to ACM, LLC in the amount of \$1,874.18

Q) Approve Equipment purchase of a Trimble R980 from Frontier Precision in the amount of \$33,587.90

R) Adopt Resolution #20260127-010: Local Bridge Replacement Program Grant Agreement Grant Terms and Conditions MnDOT Agreement No. 1060745 (SAP 001-602-015) with the amount of the grant to be \$752,154.65

S) Appoint Jacquelyn Follmer, District 3, to the Health and Human Services Advisory Committee for a 2-year term beginning January 1, 2026

S.1) Appoint Sarah Sadler, District 5, to the Health and Human Services Advisory Committee for a 2-year term beginning January 1, 2026

T) Adopt Resolution #20260127-011: County On, Off and Sunday Sale Liquor License - Karrie L. Cordie dba Jackson's Hole LLC

U) Approve Auditor Vouchers – Auditor Warrants – Settlements paid 01.23.2026: Townships/Cities/ARDC/Ambulance \$451,023.57

### **Regular Agenda**

County Engineer John Welle and Environmental Services Director Andrew Carlstrom presented information on the DNR Public Water Inventory (PWI) Update. Engineer Welle noted that 0.32 miles of County Ditch 17 should not be included in the PWI as it is a county ditch. Motion by Commissioner Sample, seconded by Commissioner Leiviska and carried 5-0 to support removing the 0.32 miles of County Ditch 71 from the PWI. Update Comments.

Motion by Commissioner Sample, seconded by Commissioner Westerlund and carried 5-0 to Adopt Resolution #20260127-012 setting the minimum 2027 annual salaries for the County Attorney (MS \$388.18) \$123,501.46, County Recorder (MS \$386.015) \$79,477.70, County Sheriff (MS \$387.20) \$119,102.79, County Treasurer (MS \$386.015) \$92,686.07

County Administrator David Minke requested the Board call three special meetings. After discussing, motion made by Commissioner Leiviska, seconded by Commissioner Westerlund and carried 5-0 to schedule special meetings/Committee of the Whole meetings for February 17, 2026 at 1:00 p.m., April 21, 2026 at 1:00 p.m., and May 19, 2026 at 1:00 p.m. in the Aitkin County Government Center Training Room.

Minke updated commissioners on a January 12 meeting he had with Court Appointed Attorneys in Child Protection Cases under Minnesota Statutes §260C.163. The county pays \$75 per hour to these attorneys. Most Neighboring counties are paying \$125 per hour. Motion by Commissioner Westerlund, seconded by Commissioner Leiviska and carried 5-0 to set the rate at \$125 per hour effective January 1, 2026. The board requested Minke prepare an RFP for review.

Motion by Commissioner Leiviska, seconded by Commissioner Kearney and carried 5-0 to Approve the Agreement with Aitkin Soil and Water Conservation District (SWCD) to allow the SWCD to administer the county aquatic invasive species program.

Environmental Services Director Andrew Carlstrom updated commissioners on the two proposals received for operating the Aitkin County recycling center and drop off sites. The Solid waste Advisory Committee reviewed the proposals from Waste Management (current vendor) and Garrison Disposal. The committee recommended Garrison disposal. Motion by Commissioner Leiviska, seconded by Commissioner Kearney and carried 5-0 to accept the proposal from Garrison Disposal and authorize a five-year contract with the first year amount of \$175,000.00 and subsequent years adjusted for inflation for operation of the Aitkin Recycling Center and unattended recycling drop-off sites.

Commissioner Committee Reports: Lakes & Pines, Aquatic Invasive Species, Meeting with Congressman Stauber, State of the Band Address, Aitkin County Association of Townships, Planning Commission, Joint Counties Natural Resources Board, H&HS Advisory, Aitkin County CARE Board, Arrowhead Counties Association, Aitkin County Water Planning Task Force, Solid Waste Advisory, Aitkin Economic Development Administration, Aitkin Airport.

Chair Wedel called a recess at 9:57 a.m.  
The Board reconvened at 10:04 a.m.

Andrew Carlstrom – Environmental Services Director presented continuation of Public Hearing on Amendments to Shoreland Ordinance.

Continued public hearing opened at 10:08 a.m.  
Citizen public comment made by Becky Sovde, Aitkin County resident.  
Public hearing closed at 10:09 a.m.

Andrew Carlstrom – Environmental Services Director presented the second reading of the Amendments to the Shoreland Ordinance.

### **Adjourn**

Motion by Commissioner Sample, seconded by Commissioner Kearney and carried 5-0 to adjourn the meeting at 10:13 a.m. with the next regular meeting on Tuesday, February 10, 2026 at the Aitkin County Government Center.

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J. Mark Wedel, Board Chair  
Aitkin County Board of Commissioners

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David J. Minke, County Administrator  
Clerk to the County Board



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

Explode Dist. Formulas?: N

Paid on Behalf Of Name  
on Audit List?: N

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

Save Report Options?: Y

# Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



<u>Vendor</u>	<u>Name</u>	<u>Amount</u>		
<u>No.</u>				
14590	ACKLEY/ISAAC	249.21	2 Transactions	
11701	Advocates For Family Peace	640.00	2 Transactions	
88284	Aitkin Co Recorder	26.00	1 Transactions	
9066	Arrowhead Econ Opp Agency Inc	36.00	1 Transactions	
14406	BLAKESLEY/JEFF	688.64	8 Transactions	
10822	Bourassa/Mathew	621.42	2 Transactions	
10735	Children Youth & Families Dept	484.40	3 Transactions	
9271	Family Pathways	390.00	1 Transactions	
10605	Herrick/Richard	274.94	2 Transactions	
9073	McMillen/Dez	67.80	2 Transactions	
3336	Office Of MN. IT Services	3.57	3 Transactions	
9014	PAPER STORM	48.60	3 Transactions	
10770	Pool/Jaime	94.90	2 Transactions	
10639	Restorative Therapies	10,000.00	1 Transactions	
9567	THOMPSON/ANESSA	154.55	2 Transactions	
9268	VFW Post 1727, Roberts-Glad Post 1727	4,099.20	3 Transactions	
<b>Final Total .....</b>		<b>17,879.23</b>	<b>16 Vendors</b>	<b>38 Transactions</b>

# Aitkin County

Audit List for Board

## AUDITOR'S VOUCHERS ENTRIES



### Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
5	17,879.23	Health & Human Services
All Funds	17,879.23	Total

Approved by,

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# Board of County Commissioners Agenda Request

**2D**  
Agenda Item #

**Requested Meeting Date:** 2/10/2026

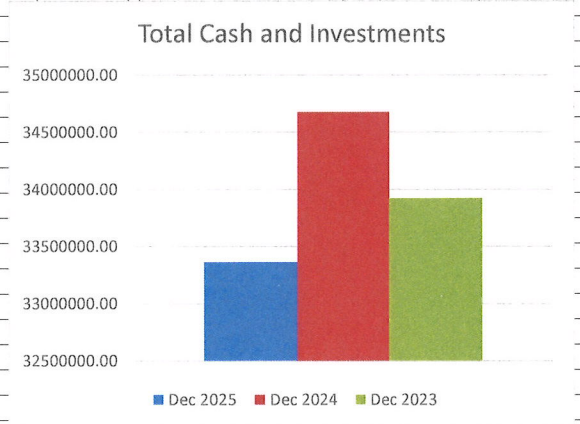
**Title of Item:** Investment Report

<input type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input checked="" type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Lori Grams		<b>Department:</b> County Treasurer
<b>Presenter (Name and Title):</b> N/A		<b>Estimated Time Needed:</b>
<b>Summary of Issue:</b>  Investment Report as of December 2025		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b>		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		



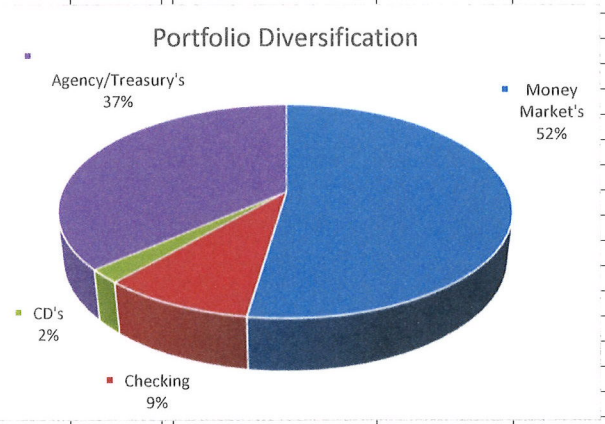
**AITKIN COUNTY INVESTMENT REPORT**      **DECEMBER 2025**  
**Lori Grams County Treasurer**

	Bk#	Bank	InvestmentType	Purchased	Maturity Date	Interest Rate	Balance
	104	Magic	MonMkt	-	-	3.83	\$10,332,602.37
	110	Bremer	Checking	-	-	0.00	\$2,018,212.23
	112	Bremer Payroll	Checking	-	-	0.00	\$1,000,000.00
	147	Magic Judicial Ditch 2	MonMkt	-	-	3.83	\$12.33
	148	Magic Ditch 30	MonMkt	-	-	3.83	\$31,709.02
	177	Magic 18.937 Env Trust	MonMkt	-	-	3.83	\$29,022.97
	189	Bremer	MonMkt	-	-	3.64	\$6,314,518.64
	323	WFA Money Market	MonMkt	-	-	3.38	\$0.00
	190	Bremer MM-AR	MonMkt	-	-	3.64	\$309,166.86
	178	Magic (PZ AgBMP)	MonMkt	-	-	3.83	\$29,061.24
	191	MBS MM	MonMkt	-	-	0.00	\$0.00
	495	WFA	FHLB	3/3/2021	3/3/2026	0.80	\$1,200,000.00
	496	WFA	FHLB	3/16/2021	3/16/2026	1.06	\$2,000,000.00
	497	WFA	FHLB	4/28/2021	4/28/2026	2.10	\$1,000,000.00
	498	WFA	FHLB	5/12/2021	5/12/2026	1.58	\$1,000,000.00
	499	WFA	FHLB	5/27/2021	5/27/2026	1.54	\$1,000,000.00
	500	WFA	FHLB	6/30/2021	6/30/2026	0.80	\$2,000,000.00
	501	WFA	FHLB	7/13/2021	7/13/2026	1.18	\$1,000,000.00
	502	WFA	FHLB	10/13/2021	10/13/2026	1.19	\$1,000,000.00
	504	MBS 18.937 Env Trust	CD	5/9/2023	5/8/2026	4.60	\$225,000.00
	505	MBS 18.937 Env Trust	CD	5/16/2023	5/15/2026	4.60	\$225,000.00
	506	Magic LLCC Nelson Donation	MonMkt	8/21/2023	-	3.83	\$406,083.32
	510	MBS 18.937 Env Trust	CD	3/21/2025	3/21/2027	4.05	\$243,000.00
	511	WFA	FHLMC	12/5/2025	12/5/2030	4.00	\$2,000,000.00
Total Cash & Investments						Dec 2025	\$33,363,388.98
Total Cash & Investments						Dec 2024	\$34,674,493.44
Total Cash & Investments						Dec 2023	\$33,921,515.48



2025 INTEREST THRU DECEMBER 2025	\$1,004,572.28
2024 INTEREST THRU DECEMBER 2024	\$1,157,627.34
2023 INTEREST THRU DECEMBER 2023	\$873,737.07
Interest Acct 5791	

Investment Portfolio December 2025	
Money Market's	\$17,452,176.75
Checking	\$3,018,212.23
CD's	\$693,000.00
Agency/Treasury's	\$12,200,000.00
	\$33,363,388.98



WLB1  
1/23/26 1:01PM

3 Road & Bridge

# Aitkin County



**2E**

Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

Page 2

Vendor No.	Name	Amount			
10789	Old National Bank (ELAN)	569.96	4 Transactions		
<b>3 Fund Total:</b>		<b>569.96</b>	<b>Road &amp; Bridge</b>	<b>1 Vendors</b>	<b>4 Transactions</b>
<b>Final Total:</b>		<b>569.96</b>	<b>1 Vendors</b>	<b>4 Transactions</b>	

WLB1

1/23/26

1:01PM

5 Health & Human Services

# Aitkin County



Audit List for Board

**MANUAL WARRANTS/VOIDS/CORRECTIONS**

Page 2

Vendor No.	Name	Amount			
10789	Old National Bank (ELAN)	372.56	5 Transactions		
<b>5 Fund Total:</b>		<b>372.56</b>	<b>Health &amp; Human Services</b>	<b>1 Vendors</b>	<b>5 Transactions</b>
<b>Final Total:</b>		<b>372.56</b>	<b>1 Vendors</b>	<b>5 Transactions</b>	

WLB1  
1/23/26 1:01PM

# Aitkin County



Vendor No.	Name	Amount			
10789	Old National Bank (ELAN)	3,694.28	19 Transactions		
1 Fund Total:		3,694.28	General Fund	1 Vendors	19 Transactions

WLB1  
1/23/26 1:01PM

2 Reserves Fund

# Aitkin County



Audit List for Board    **MANUAL WARRANTS/VOIDS/CORRECTIONS**

Vendor No.	Name	Amount			
10789	Old National Bank (ELAN)	700.00	1 Transactions		
2 Fund Total:		700.00	Reserves Fund	1 Vendors	1 Transactions

WLB1  
1/23/26 1:01PM

10 Trust

# Aitkin County



Audit List for Board    **MANUAL WARRANTS/VOIDS/CORRECTIONS**

Vendor	<u>Name</u>	<u>Amount</u>			
10789	Old National Bank (ELAN)	75.00		1 Transactions	
<b>10 Fund Total:</b>		<b>75.00</b>	<b>Trust</b>	<b>1 Vendors</b>	<b>1 Transactions</b>
<b>Final Total:</b>		<b>4,469.28</b>	<b>3 Vendors</b>	<b>21 Transactions</b>	

# Aitkin County



Audit List for Board

**MANUAL WARRANTS/VOIDS/CORRECTIONS**

**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
5	372.56	Health & Human Services
All Funds	372.56	Total

Approved by,

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# Aitkin County

Audit List for Board

**MANUAL WARRANTS/VOIDS/CORRECTIONS**



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
3	569.96	Road & Bridge
All Funds	569.96	Total

Approved by, .....  
.....  
.....



# Aitkin County

Audit List for Board

**MANUAL WARRANTS/VOIDS/CORRECTIONS**



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	1	3,694.28	General Fund
	2	700.00	Reserves Fund
	10	75.00	Trust
	All Funds	4,469.28	Total

Approved by, .....  
.....  
.....

Total Elan pd 1.2.26 = \$5411.80

WLB1  
1/27/26

9:45AM

# Aitkin County



**2F**

Audit List for Board

**COMMISSIONER'S VOUCHERS ENTRIES**

Page 1

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

Explode Dist. Formulas?: N

Paid on Behalf Of Name  
on Audit List?: N

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

Save Report Options?: N

WLB1

1/27/26

9:45AM

# Aitkin County



Audit List for Board

## COMMISSIONER'S VOUCHERS ENTRIES

Page 2

1 General Fund

Vendor No.	Name	Amount	
9562	Advanced Business Methods, Inc.	1,010.84	2 Transactions
10709	AIM VCET	1,757.60	1 Transactions
89471	Aitkin Co 4-H Council	40.00	1 Transactions
117	Aitkin County Sheriff	3,417.50	2 Transactions
86222	Aitkin Independent Age	567.00	2 Transactions
170	Aitkin Motor Company	1,511.41	3 Transactions
9561	Amazon Business	856.80	15 Transactions
9138	ASAP Towing	160.00	1 Transactions
248	Association of Mn Counties	1,250.00	3 Transactions
10452	AT&T Mobility	50.54	1 Transactions
14578	AutoSmith	26,227.12	2 Transactions
13725	Beartooth Hardware Inc	221.48	3 Transactions
783	Canon Financial Services, Inc	47.07	1 Transactions
12780	CliftonLarsonAllen LLP	7,875.00	1 Transactions
88880	Datacomm Computers & Networks Inc	3,658.00	2 Transactions
10231	eGoldfax	391.18	2 Transactions
999999000	FERRISE/PAUL	4.83	1 Transactions
10773	FP Finance, LLC	263.95	1 Transactions
1775	Galls LLC	348.42	2 Transactions

WLB1

1/27/26

9:45AM

# Aitkin County



Audit List for Board

## COMMISSIONER'S VOUCHERS ENTRIES

Page 3

### 1 General Fund

Vendor No.	Name	Amount	
5579	Grand Rapids Police Department	564.12	1 Transactions
2390	Itasca Co Sheriff	2,257.16	3 Transactions
4812	JC32 Teamsters H&W Fund	37,559.00	4 Transactions
10119	Kearney/Michael	542.50	1 Transactions
11293	League Of Minnesota Cities	2,250.00	1 Transactions
252	Lynn Peavey Company	169.90	3 Transactions
6108	MACO	2,130.00	5 Transactions
9208	Mapes FNP-C, Mary	6,250.00	1 Transactions
3334	MCIT	8,629.50	1 Transactions
11197	Mid-States Organized Crime Information	2,700.00	1 Transactions
3150	Mille Lacs Co Sheriff	164.93	1 Transactions
3160	Mille Lacs Energy Coop-Albert Lea	279.40	1 Transactions
14410	Northland Business Systems	3,438.83	1 Transactions
3789	Pan-O-Gold Baking Company	60.66	1 Transactions
3810	Paulbeck's County Market	32.99	1 Transactions
9808	Performance Foodservice	2,750.35	5 Transactions
11947	Phoenix Supply	83.00	1 Transactions
3951	Pro West & Associates, Inc	430.37	1 Transactions
3987	Ramsey County Medical Examiner	3,170.00	2 Transactions
9489	Redwood Toxicology Laboratory, Inc	134.31	2 Transactions

WLB1

1/27/26

9:45AM

# Aitkin County



Audit List for Board

## COMMISSIONER'S VOUCHERS ENTRIES

Page 4

### 1 General Fund

Vendor No.	Name	Amount	
12930	River Oaks Dental	836.00	1 Transactions
5774	Riverwood Healthcare Clinic	19,216.85	6 Transactions
13129	SeaChange Printing & Marketing Serv LLC	197.91	3 Transactions
10813	Stryker Sales, LLC	160.31	1 Transactions
14795	Support Within Reach	3,000.00	1 Transactions
86235	The Office Shop Inc	536.97	12 Transactions
13934	The Tire Barn	468.75	7 Transactions
9617	Timber Lakes Septic Service, Inc.	500.00	1 Transactions
9181	TriTech Software Systems	49,837.73	1 Transactions
9894	Vault Health	56.30	1 Transactions
3518	Voyageur Press Of McGregor, Inc	650.00	1 Transactions
11507	Waste Management of Minnesota, Inc	21,355.64	1 Transactions
6101	West Central Indexing	4,235.00	1 Transactions
9932	WEX BANK - Sheriff's Department	8,530.69	3 Transactions
10548	Woolpert Inc	15,066.00	1 Transactions

<b>1 Fund Total:</b>	<b>247,903.91</b>	<b>General Fund</b>	<b>54 Vendors</b>	<b>124 Transactions</b>
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WLB1

1/27/26

9:45AM

# Aitkin County



3 Road & Bridge

Audit List for Board

## COMMISSIONER'S VOUCHERS ENTRIES

Page 5

Vendor No.	Name	Amount	
50	Aitkin Body Shop, Inc	56.31	1 Transactions
86222	Aitkin Independent Age	256.50	3 Transactions
195	Aitkin Tire Shop	1,770.00	5 Transactions
783	Canon Financial Services, Inc	192.60	1 Transactions
11895	Cargill, Incorporated	39,716.70	10 Transactions
163	Charter Communications Holdings (R&B)	143.41	1 Transactions
14887	Cintas Corporation	11.47	1 Transactions
5893	CTC - 446126	350.00	1 Transactions
7060	Federated Co-Ops Inc.	2,253.48	2 Transactions
8622	Frontier Communications Holdings LLC	210.05	1 Transactions
12500	Frontier Precision, Inc	2,790.00	1 Transactions
1818	Glen's Sign Design	120.00	1 Transactions
1880	Gravelle Plumbing & Heating, Inc	860.88	1 Transactions
1959	H & L Mesabi Inc	827.00	1 Transactions
7525	Hometown Bldg Supply	23.90	1 Transactions
7705	Isle Automotive Corp	145.10	4 Transactions
8101	Kris Engineering Inc	3,840.80	1 Transactions
91187	Lake Country Power	545.72	5 Transactions
2831	Little Falls Machine Inc	2,137.50	1 Transactions

WLB1  
1/27/26 9:45AM

# Aitkin County



3 Road & Bridge

Audit List for Board

## COMMISSIONER'S VOUCHERS ENTRIES

Page 6

Vendor No.	Name	Amount	
10844	Midcontinent Communications	158.18	1 Transactions
9708	MOMENTUM TRUCK GROUP	2,556.31	2 Transactions
8691	Northland Hydraulic Service	109.45	1 Transactions
4070	Riley Auto Supply	1,579.03	10 Transactions
9176	SPARKY'S TOOLS, LLC	119.98	1 Transactions
6097	Verizon Wireless	529.07	1 Transactions
9642	WEX BANK - Highway Dept	2,111.16	16 Transactions

<b>3 Fund Total:</b>	<b>63,414.60</b>	<b>Road &amp; Bridge</b>	<b>26 Vendors</b>	<b>74 Transactions</b>
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WLB1  
1/27/26 9:45AM  
4 Unorganized Townships

# Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Vendor No.	Name	Amount			
14090	Caverly, Treasurer/Brandi	1,216.70	2 Transactions		
3757	Packer-Treasurer/Warren	1,587.36	1 Transactions		
4 Fund Total:		2,804.06	Unorganized Townships	2 Vendors	3 Transactions



WLB1  
1/27/26 9:45AM  
9 State

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name	Amount			
10417	Minnesota Revenue / Severed Mineral	15.60	1 Transactions		
4580	Mn Dept Of Finance	135.19	1 Transactions		
9 Fund Total:		150.79	State	2 Vendors	2 Transactions

WLB1  
1/27/26 9:45AM

10 Trust

# Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Vendor No.	Name	Amount			
10024	Bobcat of Brainerd	26.43	1 Transactions		
1701	Forestry Suppliers, Inc.	2,476.93	1 Transactions		
3201	Minnesota State Law Library	350.00	1 Transactions		
5938	Rieger Logging	8,820.57	2 Transactions		
9286	Stangler Logging	1,841.56	2 Transactions		
10455	Temco	399.75	1 Transactions		
15229	Thompson/Dennis J	66.37	1 Transactions		
10 Fund Total:		13,981.61	Trust	7 Vendors	9 Transactions

WLB1

1/27/26

9:45AM

# Aitkin County



Audit List for Board

## COMMISSIONER'S VOUCHERS ENTRIES

Page 10

### 11 Forest Development

Vendor No.	Name	Amount	
9561	Amazon Business	104.49	1 Transactions
12526	Bixby/James	82.13	2 Transactions
2099	Harmon/Elizabeth	34.25	1 Transactions
2270	Hoppe/Russell Peter	79.95	2 Transactions
14014	Hughes/Steven Roger	35.00	1 Transactions
2580	Kangas/Robert R	58.20	2 Transactions
7062	Kern Excavating LLC	3,300.00	2 Transactions
11990	Lange/David	84.30	2 Transactions
12512	MARCUM/ROBERT	69.80	2 Transactions
12077	Stromberg/Kevin	56.75	2 Transactions
15229	Thompson/Dennis J	23.25	1 Transactions
10519	Thoms/Douglas W.	81.40	2 Transactions
4870	Turner/Scott A.	46.60	2 Transactions
4927	Turnock/Franklin Allen	35.00	1 Transactions
10017	Tveit/Galen	61.10	2 Transactions

### 11 Fund Total:

4,152.22

Forest Development

15 Vendors

25 Transactions

WLB1

1/27/26

9:45AM

12 Townships/Cities/ARDC/Amt

# Aitkin County

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES



Page 11

Vendor Name  
No.

Amount

90081 ARDC

74,360.02

2 Transactions

5838 Nw Carlton Co Ambulance District

3,089.94

1 Transactions

12 Fund Total:

77,449.96

Townships/Cities/ARDC/Ambulan

2 Vendors

3 Transactions

WLB1  
1/27/26 9:45AM  
13 Taxes & Penalties

# Aitkin County

Audit List for Board      **COMMISSIONER'S VOUCHERS ENTRIES**



Vendor No.	Name	Amount			
999999000	FERRISE/PAUL	436.00	1 Transactions		
13 Fund Total:		436.00	Taxes & Penalties	1 Vendors	1 Transactions

WLB1

1/27/26

9:45AM

# Aitkin County



Audit List for Board

## COMMISSIONER'S VOUCHERS ENTRIES

Page 13

**19** Long Lake Conservation Cen

Vendor No.	Name	Amount	
12710	AdventureKEEN	1,107.66	1 Transactions
9561	Amazon Business	70.86	1 Transactions
13725	Beartooth Hardware Inc	15.28	1 Transactions
10458	Black Bears and Blueberries LLC	36.44	1 Transactions
9085	Climate Makers Inc	7,976.37	4 Transactions
88880	Datacomm Computers & Networks Inc	69.00	1 Transactions
10796	Guida/Samuel Andrew	100.00	1 Transactions
10462	HY-C	190.00	1 Transactions
3160	Mille Lacs Energy Coop-Albert Lea	3,273.38	1 Transactions
3810	Paulbeck's County Market	106.93	4 Transactions
10076	PFS Minnesota	666.31	1 Transactions
4761	Sysco Minnesota Inc	1,078.18	1 Transactions
10859	Upper Lakes Chimney & Masonry LLC	6,500.00	1 Transactions
4968	Upper Lakes Foods, Inc	1,626.34	2 Transactions

**19 Fund Total:**

**22,816.75**

**Long Lake Conservation Center**

**14 Vendors**

**21 Transactions**

WLB1  
1/27/26 9:45AM  
21 Parks

# Aitkin County



Audit List for Board      **COMMISSIONER'S VOUCHERS ENTRIES**

Vendor No.	Name	Amount			
3160	Mille Lacs Energy Coop-Albert Lea	68.80	1 Transactions		
21 Fund Total:		68.80	Parks	1 Vendors	1 Transactions

WLB1  
1/27/26 9:45AM  
22 Coronavirus Relief Fund

# Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Vendor	<u>Name</u>	<u>Amount</u>			
3951	Pro West & Associates, Inc	525.00	1 Transactions		
22 Fund Total:		525.00	Coronavirus Relief Fund	1 Vendors	1 Transactions
Final Total:		433,703.70	125 Vendors	264 Transactions	



# Aitkin County

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	247,903.91	General Fund
3	63,414.60	Road & Bridge
4	2,804.06	Unorganized Townships
9	150.79	State
10	13,981.61	Trust
11	4,152.22	Forest Development
12	77,449.96	Townships/Cities/ARDC/Ambulan
13	436.00	Taxes & Penalties
19	22,816.75	Long Lake Conservation Center
21	68.80	Parks
22	525.00	Coronavirus Relief Fund
All Funds	433,703.70	Total

Approved by,

.....  
.....  
.....

1 General Fund

Audit List for Board    **MANUAL WARRANTS/VOIDS/CORRECTIONS**

Vendor No.	Name	Amount			
10789	Old National Bank (ELAN)	5,520.59	21 Transactions		
1 Fund Total:		5,520.59	General Fund	1 Vendors	21 Transactions

WLB1  
1/29/26 7:56AM

10 Trust

# Aitkin County



Audit List for Board    **MANUAL WARRANTS/VOIDS/CORRECTIONS**

Vendor		<u>Name</u>	<u>Amount</u>			
		<u>No.</u>				
10789		Old National Bank (ELAN)		900.00	1 Transactions	
10 Fund Total:			900.00	Trust	1 Vendors	1 Transactions

WLB1

1/29/26

7:56AM

19 Long Lake Conservation Cen

# Aitkin County



Audit List for Board

MANUAL WARRANTS/VOIDS/CORRECTIONS

Page 4

Vendor	<u>Name</u>	<u>Amount</u>			
	<u>No.</u>				
10789	Old National Bank (ELAN)	320.42		2 Transactions	
19 Fund Total:		320.42	Long Lake Conservation Center	1 Vendors	2 Transactions
Final Total:		6,741.01	3 Vendors	24 Transactions	

WLB1  
1/29/26 7:57AM

# Aitkin County



Vendor No.	Name	Amount			
10789	Old National Bank (ELAN)	59.00		1 Transactions	
<b>3 Fund Total:</b>		<b>59.00</b>	<b>Road &amp; Bridge</b>	<b>1 Vendors</b>	<b>1 Transactions</b>
<b>Final Total:</b>		<b>59.00</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	

WLB1

1/29/26

7:57AM

5 Health & Human Services

# Aitkin County



Audit List for Board

**MANUAL WARRANTS/VOIDS/CORRECTIONS**

Page 2

Vendor No.	Name	Amount			
10789	Old National Bank (ELAN)	51.70	6 Transactions		
<b>5 Fund Total:</b>		<b>51.70</b>	<b>Health &amp; Human Services</b>	<b>1 Vendors</b>	<b>6 Transactions</b>
<b>Final Total:</b>		<b>51.70</b>	<b>1 Vendors</b>	<b>6 Transactions</b>	

# Aitkin County

Audit List for Board

**MANUAL WARRANTS/VOIDS/CORRECTIONS**



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
1	5,520.59	General Fund	
10	900.00	Trust	
19	320.42	Long Lake Conservation Center	
All Funds	6,741.01	Total	Approved by, .....
			.....
			.....

# Aitkin County

Audit List for Board

**MANUAL WARRANTS/VOIDS/CORRECTIONS**



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
3	59.00	Road & Bridge
All Funds	59.00	Total

Approved by,

.....  
.....  
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# Aitkin County

Audit List for Board

**MANUAL WARRANTS/VOIDS/CORRECTIONS**



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
5	51.70	Health & Human Services
All Funds	51.70	Total

Approved by,

.....  
.....  
.....

Total Elan pd 1.15.26 = \$6851.71

Print List in Order By:

	4	1 - Fund (Page Break by Fund)
		2 - Department (Totals by Dept)
		3 - Vendor Number
		4 - Vendor Name

Explode Dist. Formulas?: N

Paid on Behalf Of Name  
on Audit List?: N

Type of Audit List:

S	D - Detailed Audit List
	S - Condensed Audit List

Save Report Options?: N

# Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



<u>Vendor</u>	<u>Name</u>	<u>Amount</u>	
9562	Advanced Business Methods, Inc.	658.18	6 Transactions
88284	Aitkin Co Recorder	52.00	3 Transactions
89185	Bethesda Lutheran Church Of Malmö	45.00	1 Transactions
9716	BOBER/ANDY & JILL	236.10	2 Transactions
10399	Cox/Lisa	77.81	1 Transactions
11051	Department of Human Services	7,359.00	4 Transactions
10829	Fawcett/Jennifer	195.85	6 Transactions
9100	Frye/Duel	123.30	3 Transactions
13904	Hill City Assembly of God Church	45.00	1 Transactions
86391	MSSA	1,062.00	1 Transactions
10842	Nelson LADC/Robert	1,575.00	1 Transactions
10857	Nistler Plumbing and Heating	200.85	1 Transactions
9135	Peysar/Lois	543.89	4 Transactions
3950	Public Utilities	563.54	3 Transactions
4205	Rowe Funeral Home & Cremation Servs, Inc	1,725.00	1 Transactions
13876	SCHOENROCK/ADAM	496.28	4 Transactions
10698	Stericycle, Inc	92.36	4 Transactions
10530	The Therapist PLC	585.00	3 Transactions
89725	Tibbetts/Lori Ruth	1,511.16	3 Transactions
<b>Final Total .....</b>		<b>17,147.32</b>	<b>19 Vendors      52 Transactions</b>

# Aitkin County

Audit List for Board

## AUDITOR'S VOUCHERS ENTRIES



### Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
1	18.47	General Fund	
5	15,553.85	Health & Human Services	
25	1,575.00	Opioid Remediation Settlement	
<b>All Funds</b>	<b>17,147.32</b>	<b>Total</b>	Approved by, .....
			.....
			.....



# Board of County Commissioners Agenda Request

**2I**  
Agenda Item #

**Requested Meeting Date:** 02/10/2026

**Title of Item:** McGrath Fire Department - 2026 Contract

<input type="checkbox"/> REGULAR AGENDA  <input checked="" type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only
<b>Submitted by:</b> Kathleen Ryan, County Auditor		<b>Department:</b> County Auditor
<b>Presenter (Name and Title):</b> Kathleen Ryan, County Auditor		<b>Estimated Time Needed:</b> N/A
<b>Summary of Issue:</b>  Approve and authorize signatures for the 2026 Fire Protection Contract for Unorganized Town of 45-24 with the City of McGrath Fire Department.		
<b>Alternatives, Options, Effects on Others/Comments:</b>  		
<b>Recommended Action/Motion:</b> Approve contract and approve the Board Chair and County Auditor to sign the 2026 Fire Contract with the City of McGrath Fire Department.		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping?</i> \$ 1000.00 <i>Is this budgeted?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

# CONTRACT FOR TOWNSHIP FIRE PROTECTION

This agreement, made and entered into this 1<sup>st</sup> day of Jan 2026 by and between the City of McGrath, Aitkin County, Minnesota and the township of Univ. 45/24, Aitkin County, Minnesota.

Whereas, the second party, deeming it advisable to have available for the benefit of the residents of said Township, services of the McGrath Fire Department and electors of Township have pursuant to law, provided a fund for furnishing of such services and

Whereas, City by appropriate action authorized it's Mayor and Clerk to enter into contract with Township.

Now, therefore; it is mutually agreed between parties, that for a period of 1 year from and after the date hereof, the Fire Department of McGrath will answer any and all fire calls of the residents in the following sections 1-36 of Township and will respond to such calls with suitable firefighting apparatus to render all assistance possible in the saving of life and property. In the event of two calls, the first call shall have priority and the second call shall be answered as soon as possible, it being understood that McGrath has other contracts, and it being further understood that the property within City limits shall have first call on the services of the Fire Department.

In consideration of such services, second party agrees to pay the sum of \$ 1,000<sup>00</sup>, payable in advance.

It is understood and agreed however that in the event that the road and weather conditions be such that the fire run cannot be made with reasonable safety to men and equipment, the decision of the Fire Chief or other Fire Department official being final in such event, that said City shall not be liable in any way to Township, or to any person, firm or corporation for failure of the department to attend a fire or to extinguish a fire or for damage to or loss of goods.

In consideration of such services, parties served agreed to pay \$350.00 per fire run.

It is understood and agreed that this contract shall continue in effect for a period of not more than 1 year with the privilege of cancelling by either party with a written notice within thirty days.

CONTRACT DATE Jan 1 2026 to Dec 31 2026

In witness thereof, the respective parties have caused this instrument to be executed by the respective officers thereof.

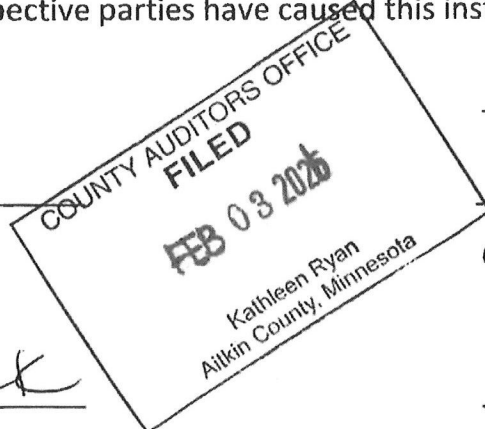
CITY OF MCGRATH

Brian Clark

MAYOR

Dawn Clark

CLERK



TOWNSHIP

CHAIRMAN

CLERK

**PLEASE SIGN CONTRACT AND RETURN WITH PAYMENT TO:**

**CITY OF MCGRATH  
PO Box 194  
McGRATH, MN. 56350**

**MAKE CHECK PAYABLE TO:**

**CITY OF McGRATH FIRE DEPARTMENT**



# Board of County Commissioners Agenda Request

**2J**  
Agenda Item #

**Requested Meeting Date:** February 10, 2024

**Title of Item:** Consumption & Display Permits - Larson's Barn LLC

<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) <div style="text-align: right; font-size: small;"><i>*provide copy of hearing notice that was published</i></div> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Direction Requested</div><div><input type="checkbox"/> Discussion Item</div><div><input type="checkbox"/> Hold Public Hearing*</div></div>	
<b>Submitted by:</b> Christy M. Bishop		<b>Department:</b> Auditor's Office
<b>Presenter (Name and Title):</b> n/a		<b>Estimated Time Needed:</b> n/a
<b>Summary of Issue:</b>  Application for Consumption and Display Permit : LARSON'S BARN LLC located at 47987 240th Ave McGregor, MN 55760		
<b>Alternatives, Options, Effects on Others/Comments:</b>  		
<b>Recommended Action/Motion:</b> Motion to approve Application for Consumption and Display Permit: LARSON'S BARN LLC		
<b>Financial Impact:</b> <div style="display: flex; justify-content: space-between;"><div><i>Is there a cost associated with this request?</i></div><div><input type="checkbox"/> Yes</div><div><input checked="" type="checkbox"/> No</div></div> <div style="display: flex; justify-content: space-between;"><div><i>What is the total cost, with tax and shipping? \$</i></div><div></div><div></div></div> <div style="display: flex; justify-content: space-between;"><div><i>Is this budgeted?</i></div><div><input type="checkbox"/> Yes</div><div><input checked="" type="checkbox"/> No</div><div><i>Please Explain:</i></div></div>		





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

Page Break By: 1 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: S D - Detailed Audit List  
S - Condensed Audit List

Save Report Options?: Y

# Aitkin County



Audit List for Board **AUDITOR'S VOUCHERS ENTRIES**

**3** Road & Bridge

	Vendor	<u>Name</u>	<u>No.</u>	<u>Amount</u>			
<b>303</b>	DEPT				R&B Highway Maintenance		
	9326	Dehn Oil Company		24,731.58		4 Transactions	
<b>303</b>	<b>DEPT Total:</b>			<b>24,731.58</b>	<b>R&amp;B Highway Maintenance</b>	<b>1 Vendors</b>	<b>4 Transactions</b>
<b>307</b>	DEPT				R&B Capital Infrastructure		
	10553	ACM, LLC		1,874.18		1 Transactions	
	9641	S & R REINFORCING, INC.		13,592.29		1 Transactions	
<b>307</b>	<b>DEPT Total:</b>			<b>15,466.47</b>	<b>R&amp;B Capital Infrastructure</b>	<b>2 Vendors</b>	<b>2 Transactions</b>
<b>3</b>	<b>Fund Total:</b>			<b>40,198.05</b>	<b>Road &amp; Bridge</b>		<b>6 Transactions</b>
	<b>Final Total:</b>			<b>40,198.05</b>	<b>3 Vendors</b>	<b>6 Transactions</b>	

# Aitkin County

Audit List for Board

**AUDITOR'S VOUCHERS ENTRIES**



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
3	40,198.05	Road & Bridge
All Funds	40,198.05	Total

Approved by, . . . . .  
. . . . .  
. . . . .



# Board of County Commissioners Agenda Request

**2L**  
Agenda Item #

**Requested Meeting Date:** 2-10-26

**Title of Item:** Final Contract Payment 20253

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only
<b>Submitted by:</b> John Welle		<b>Department:</b> Highway Department
<b>Presenter (Name and Title):</b> NA		<b>Estimated Time Needed:</b> NA
<b>Summary of Issue:</b> <p>Authorization by the attached resolution is requested to make final payment to Marvin Tretter Inc., Pierz, MN in the amount of \$1,705.70 for Contract No. 20253, which included replacement of the culvert box bridge on Morrison Township Road (430th Street) in County Ditch 27.</p> <p>The final contract amount of \$170,570.25 is 0.3% below the bid amount of \$171,149.25.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Approve resolution.		
<b>Financial Impact:</b> <p>Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>What is the total cost, with tax and shipping? \$ 1,705.70</p> <p>Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <span style="float: right;">Please Explain:</span></p> <p>\$240,000 was budgeted for this project in 2025.</p>		

Contract Number: 20253  
Final Pay Request Number: 3

Project Number	Project Description
SAP 001-599-044	Morrison Township Culvert/Bridge Replacement

Contractor: Marvin Tretter INC. 26389 233rd.st. Pierz, MN 56364	Vendor Number: 9457 Up To Date: 01/02/2026
---	---

Contract Amount		Funds Encumbered	
Original Contract	\$171,149.25	Original	\$171,149.25
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$171,149.25	Total	\$171,149.25

Work Certified To Date	
Base Bid Items	\$170,570.25
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$170,570.25

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 001-599-044	\$0.00	\$170,570.25	\$0.00	\$168,864.55	\$1,705.70	\$170,570.25

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$170,570.25	\$0.00	\$168,864.55	\$1,705.70	\$170,570.25
Percent: Retained: 0%			Percent Complete: 99.66 %		
Amount Paid this Final Pay Request: \$1,705.70					

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

\_\_\_\_\_  
John Welle – P.E. No. 24340  
Aitkin County Highway Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marvin Tretter Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Number

Project No. : SAP 001-599-044  
Final Pay Request No. : 3  
Contract No.: 20253

**Certificate of Final Contract Acceptance**  
**Final Voucher Number: 3**

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated \_\_\_\_\_ Signature \_\_\_\_\_ County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$170,570.25 and agrees to the amount of \$1,705.70 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Marvin Tretter INC.

By \_\_\_\_\_

And \_\_\_\_\_ And \_\_\_\_\_ State of ,

On This \_\_\_\_\_ Day \_\_\_\_\_, \_\_\_\_\_, Before me appeared \_\_\_\_\_ To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as \_\_\_\_\_ free to act and deed

(Corporate Acknowledgment)

\_\_\_\_\_ And \_\_\_\_\_, to me personally known, who, being each by me duly sworn

each did say that they are respectively the \_\_\_\_\_ and \_\_\_\_\_ of the

\_\_\_\_\_ Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

\_\_\_\_\_ and said \_\_\_\_\_ and \_\_\_\_\_

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial My Commission as Notary Public in \_\_\_\_\_ County

Seal Expires \_\_\_\_\_ Signature \_\_\_\_\_

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated \_\_\_\_\_ Signature \_\_\_\_\_ District Engineer

Aitkin County Highway Department  
1211 Air Park Drive  
Aitkin, MN 56431

Contract No: 20253  
Final Pay Request No. 3

**Aitkin County Highway Department  
Certificate of Final Acceptance  
Board Acknowledgment**

Contract Number: 20253  
Contractor: Marvin Tretter INC.  
Date Certified: 1/02/2026  
Payment Number: 3

Whereas; Contract No. 20253 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Aitkin County Highway Department and authorize final payment as specified herein.

State of

I, \_\_\_\_\_, Aitkin County Administrator, within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

At \_\_\_\_\_,

Signed By \_\_\_\_\_

Aitkin County Administrator

(SEAL)

Contract Payment Summary				
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2025-06-29	\$169,570.25	\$8,478.51	\$161,091.74
2	2025-08-18	\$1,000.00	(\$6,772.81)	\$7,772.81
3	2026-01-02	\$0.00	(\$1,705.70)	\$1,705.70

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Non-Participating		\$32,526.25	\$0.00	\$32,200.99	\$325.26	\$32,526.25
Participating		\$138,044.00	\$0.00	\$136,663.56	\$1,380.44	\$138,044.00

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
005	Town Bridge	\$1,605.70	\$161,149.25	\$161,149.25	\$160,570.25
009	Township	\$100.00	\$10,000.00	\$10,000.00	\$10,000.00

Project Payment Summary					
Project	Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
SAP 001-599-044	1	2025-06-29	\$169,570.25	\$8,478.51	\$161,091.74
SAP 001-599-044	2	2025-08-18	\$1,000.00	(\$6,772.81)	\$7,772.81
SAP 001-599-044	3	2026-01-02	\$0.00	(\$1,705.70)	\$1,705.70

Project Funding Category Summary						
Project	Funding Category Name	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
SAP 001-599-044	Non-Participating	\$32,526.25	\$0.00	\$32,200.99	\$325.26	\$32,526.25
SAP 001-599-044	Participating	\$138,044.00	\$0.00	\$136,663.56	\$1,380.44	\$138,044.00

Project Funding Source Summary					
Project	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
SAP 001-599-044	005	\$1,605.70	\$161,149.25	\$161,149.25	\$160,570.25
SAP 001-599-044	009	\$100.00	\$10,000.00	\$10,000.00	\$10,000.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 001-599-044	1	2021.501	MOBILIZATION	LS	\$10,000.00	1	0	\$0.00	1	\$10,000.00
SAP 001-599-044	2	2051.501	MAINT AND RESTORATION OF HAUL ROADS	LS	\$1.00	1	0	\$0.00	0	\$0.00
SAP 001-599-044	3	2104.503	REMOVE PIPE CULVERTS	L F	\$20.00	54	0	\$0.00	54	\$1,080.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 001-599-044	4	2106.507	EXCAVATION - COMMON (P)	C Y	\$7.00	591	0	\$0.00	591	\$4,137.00
SAP 001-599-044	5	2106.507	COMMON EMBANKMENT (CV)	C Y	\$8.00	448	0	\$0.00	448	\$3,584.00
SAP 001-599-044	6	2118.507	AGGREGATE SURFACING (LV), CLASS 5	C Y	\$40.00	381	0	\$0.00	341	\$13,640.00
SAP 001-599-044	7	2412.502	10X6 PRECAST CONCRETE BOX CULV END SECT	EACH	\$16,500.00	2	0	\$0.00	2	\$33,000.00
SAP 001-599-044	8	2412.503	10X6 PRECAST CONCRETE BOX CULVERT	L F	\$1,275.00	58	0	\$0.00	58	\$73,950.00
SAP 001-599-044	9	2451.507	STRUCTURE EXCAVATION CLASS U (P)	C Y	\$7.00	657	0	\$0.00	657	\$4,599.00
SAP 001-599-044	10	2451.507	GRANULAR BACKFILL (LV)	C Y	\$20.00	465	0	\$0.00	465	\$9,300.00
SAP 001-599-044	11	2451.507	COARSE AGGREGATE BEDDING (CV)	C Y	\$45.00	46	0	\$0.00	55	\$2,475.00
SAP 001-599-044	12	2511.507	RANDOM RIPRAP CLASS III	C Y	\$80.00	34	0	\$0.00	34	\$2,720.00
SAP 001-599-044	13	2563.601	TRAFFIC CONTROL	LS	\$2,000.00	1	0	\$0.00	1	\$2,000.00
SAP 001-599-044	14	2573.503	SILT FENCE, TYPE HI	L F	\$4.00	1068	0	\$0.00	920	\$3,680.00
SAP 001-599-044	15	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	L F	\$20.00	30	0	\$0.00	30	\$600.00
SAP 001-599-044	16	2575.501	TURF ESTABLISHMENT	LS	\$2,000.00	1	0	\$0.00	1	\$2,000.00
SAP 001-599-044	17	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	\$7.75	335	0	\$0.00	491	\$3,805.25
<b>Base Bid Totals:</b>								<b>\$0.00</b>		<b>\$170,570.25</b>

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SAP 001-599-044	PARTICIPATING	\$0.00	\$138,044.00
SAP 001-599-044	NON-PARTICIPATING	\$0.00	\$32,526.25

Contract Change Item Status
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Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To date	Amount To date
Contract Change Totals:									\$0.00		\$0.00

Contract Change Totals			
Number	Description	Effective Date	Amount

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total				\$170,570.25
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**Resolution #20260210-xxx Final Contract Payment 20253**

**WHEREAS**, Contract No. 20253 has been completed, and the County Board being fully advised in the premises.

**NOW THEREFORE BE IT RESOLVED**, that the Aitkin County Board of Commissioners does hereby accept said completed contract for and on behalf of the County of Aitkin and authorize final payment to Marvin Tretter Inc. in the amount of \$1,705.70.

Adopted this 10th Day of February, 2026 By The Aitkin County Board of Commissioners.

Attest:

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J. Mark Wedel  
County Board Chair

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David J. Minke, County Administrator  
Clerk to the County Board

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



# Board of County Commissioners Agenda Request

## 2M

Agenda Item #

**Requested Meeting Date:** 2-10-26

**Title of Item:** Bridge Priority Resolution

- ☐ REGULAR AGENDA  
☒ CONSENT AGENDA  
☐ INFORMATION ONLY

**Action Requested:**

- ☐ Approve/Deny Motion  
☒ Adopt Resolution (attach draft)  
*\*provide copy of hearing notice that was published*

- ☐ Direction Requested  
☐ Discussion Item  
☐ Hold Public Hearing\*

**Submitted by:**  
John Welle

**Department:**  
Highway

**Presenter (Name and Title):**  
NA

**Estimated Time Needed:**  
NA

**Summary of Issue:**

The MnDOT Office of State Aid requests that counties periodically update their 5-year bridge replacement plans so they are able to plan, on a statewide basis, the amount of funding needed for the Local Bridge Replacement Program. Aitkin County last updated it's bridge priority resolution in October 2024.

The county highway bridges on the attached resolution are proposed for replacement based on annual bridge safety inspections and corresponding condition ratings. These bridge replacement projects are also reflected in the 2026-2030 Capital Road Improvement Program that was updated as part of the 2025 budget process.

For the township bridges on the list, agreements are in place between the identified townships and Aitkin County Highway Department to facilitate the bridge replacement projects.

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

**Recommended Action/Motion:**

Approve attached resolution.

**Financial Impact:**

*Is there a cost associated with this request?*

☐ Yes

☒ No

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

*Is this budgeted?* ☐ Yes ☐ No

*Please Explain:*

**Resolution #20260210-xxx Bridge Priority List**

WHEREAS, Aitkin County has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, and

WHEREAS, Aitkin County has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next five years.

NOW, THEREFORE BE IT RESOLVED that the following deficient bridges are high priority for replacement and Aitkin County intends to replace these bridges as soon as possible when funds are available.

Existing Bridge Number	Road Number	Crossing	Local Planning Index	Project Cost	Programmed Federal Funds	Local or State -Aid Funds	Township/State Bridge Funds Requested	Program Year
NA	298 <sup>th</sup> Street Glen Township	Rabbit Creek	NA	\$190,000	\$0	\$20,000	\$170,000	2026
88102	Aitkin CSAH 19	Moose River	65	\$425,000	\$0	\$250,000	\$175,000	2027
NA	150 <sup>th</sup> Lane Idun Township	Unnamed Stream	NA	\$240,000		\$10,000	\$230,000	2027
NA	368 <sup>th</sup> Place Hill Lake Township	Little Hill River	NA	\$390,000		\$20,000	\$370,000	2027
NA	Aitkin CR 57	Section 5 Creek	NA	\$325,000		\$75,000	\$250,000	2028
NA	Aitkin CSAH 30	Wakefield Brook	NA	\$275,000		\$175,000	\$100000	2028
95197	265 <sup>th</sup> Lane Wealthwood Township	Ripple River (County Ditch 34)	51	\$300,000		\$20,000	\$280,000	2028

BE IT FURTHER RESOLVED that Aitkin County does hereby request authorization to replace such bridges, and

BE IT FURTHER RESOLVED that Aitkin County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

Adopted this 10th Day of February, 2026 By The Aitkin County Board of Commissioners.

Attest:

\_\_\_\_\_  
J. Mark Wedel  
County Board Chair

\_\_\_\_\_  
David J. Minke, County Administrator  
Clerk to the County Board

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



# Board of County Commissioners Agenda Request

**2N**  
Agenda Item #

**Requested Meeting Date:** February 10, 2026

**Title of Item:** Application to Make Retail Sales of Tobacco Products - Dollar General #30997

<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) <div style="text-align: right; font-size: small;"><i>*provide copy of hearing notice that was published</i></div> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*</div></div>		
<b>Submitted by:</b> Christy M. Bishop		<b>Department:</b> Auditor	
<b>Presenter (Name and Title):</b> n/a		<b>Estimated Time Needed:</b> n/a	
<b>Summary of Issue:</b>  A new application for license to sell tobacco products for the period of February 10, 2026 through March 31, 2026 for DG Retail LLC - dba Dollar General Store 30997 (McGregor) located at - 45152 State Highway 65 McGregor, MN 55760 - McGregor Township			
<b>Alternatives, Options, Effects on Others/Comments:</b>  			
<b>Recommended Action/Motion:</b>  			
<b>Financial Impact:</b> <div style="display: flex; justify-content: space-between;"><div><i>Is there a cost associated with this request?</i> <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i></div><div><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div><div><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div><div><i>Please Explain:</i></div></div>			

**Resolution #20260210-xxx Approve New License to Sell Tobacco Products - DG Retail LLC - dba Dollar General Store 30997**

**WHEREAS**, approval of application is subject to the completion of all paperwork in full.

**WHEREAS**, license is valid effective February 10, 2026 through the period ending March 31, 2026.

**NOW THEREFORE BE IT RESOLVED**, the Aitkin County Board of Commissioners agrees to approve the following application for license to sell tobacco products effective February 10, 2026 through the period ending March 31, 2026 to:

DG Retail LLC dba Dollar General Store 30997 – located at 45152 State Highway 65 McGregor, MN 55760 – McGregor Township

Adopted this 10<sup>th</sup> Day of February, 2026 By The Aitkin County Board of Commissioners.

Attest:

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J. Mark Wedel  
County Board Chair

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David J. Minke, County Administrator  
Clerk to the County Board

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



# Board of County Commissioners Agenda Request

**3A**  
Agenda Item #

**Requested Meeting Date:** 2-10-26

**Title of Item:** Award Contract 20264

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>  <input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only	
<b>Submitted by:</b> John Welle		<b>Department:</b> Highway Department
<b>Presenter (Name and Title):</b> John Welle, Aitkin County Engineer		<b>Estimated Time Needed:</b> 5 minutes
<b>Summary of Issue:</b>  Sealed bids will be opened at 2:00 on Monday, February 9, 2026 for Contract 20264, which includes grading and aggregate base on 2.3 miles of Country Road 62 and 71.  An abstract of bids will be presented with a resolution to award this contract to the lowest responsible bidder.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Approve contract award resolution. Award is requested at this meeting to expedite contract approval to allow adequate time for the Contractor to meet an April 14, 2026 completion date requirement for tree clearing.		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> A total of \$2,100,000 was budgeted for this project in 2025 and 2026.		



**Resolution #20260210-xxx Award Contract 20264**

**WHEREAS**, Contract No. 20264 is for construction of CP 001-062-005 and CP 001-071-001.

**WHEREAS**, sealed bids were opened for this contract at 2:00 p.m. on Monday, February 9, 2026 with a total of \_\_\_\_\_ bids received.

**WHEREAS**, \_\_\_\_\_, MN - was the lowest responsible bidder with a bid amount of \_\_\_\_\_.

**NOW THEREFORE, BE IT RESOLVED**, that \_\_\_\_\_ be awarded Contract 20264 in the amount of \_\_\_\_\_.

**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

Adopted this 10th Day of February, 2026 By The Aitkin County Board of Commissioners.

Attest:

\_\_\_\_\_  
J. Mark Wedel  
County Board Chair

\_\_\_\_\_  
David J. Minke, County Administrator  
Clerk to the County Board

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



# Board of County Commissioners Agenda Request

## 4A

Agenda Item #

**Requested Meeting Date:** February 10, 2026

**Title of Item:** Designation of LLCC from GMRPT

☒ REGULAR AGENDA

☐ CONSENT AGENDA

**Action Requested:**

☐ Approve/Deny Motion

☒ Adopt Resolution (attach draft)

☐ Hold Public Hearing *\*provide copy of hearing notice that was published*

☐ Direction Requested

☐ Discussion Item

☐ Information Only

**Submitted by:**

Dennis (DJ) Thompson

**Department:**

Land

**Presenter (Name and Title):**

Dennis (DJ) Thompson, Land Commissioner

**Estimated Time Needed:**

10 Minutes

**Summary of Issue:**

Long Lake Conservation Center is seeking designation from the Greater Minnesota Regional Parks and Trails Commission as a park of Regional Significance.

The Greater Minnesota Regional Parks and Trails Commission was established in 2013 to carry out system planning and provide recommendations to the legislature for grants funded by the Legacy Parks and Trails Fund to counties, cities, and Tribal Governments outside the seven-county metropolitan area for parks and trails of regional significance.

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

**Recommended Action/Motion:**

Adopt resolution supporting Long Lake Conservation Center's application for regional designation.

**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:*

**Resolution #20260210-XXX**  
**Regional Park or Trail Designation Application in Greater Minnesota for Long Lake**  
**Conservation Center**

**WHEREAS**, the State of Minnesota provides a process for the designation of Regional Parks and Trails in Greater Minnesota through the Greater Minnesota Regional Parks and Trails Commission.

**WHEREAS**, Long Lake Conservation Center provides significant natural, educational, and recreational benefits to residents and visitors of Aitkin County and the surrounding region;  
AND

**WHEREAS**, Aitkin County is seeking designation of Long Lake Conservation Center as a Regional Park in Greater Minnesota, with Aitkin County serving as the lead applicant; AND

**WHEREAS**, Aitkin County has the legal authority to act as the public sponsor for the application and is fully aware of the information provided in the application and the associated long-term responsibilities as defined in the application materials, master plan, and supporting documentation.

**NOW THEREFORE BE IT RESOLVED**, that the Aitkin County Board of Commissioners supports the application for designation of Long Lake Conservation Center as a Regional Park in Greater Minnesota and authorizes Aitkin County to act as the legal public sponsor for the application; AND

**BE IT FURTHER RESOLVED**, that should Long Lake Conservation Center receive formal designation as a Regional Park in Greater Minnesota by the Greater Minnesota Regional Parks and Trails Commission, the Aitkin County Land Department is authorized to enter into formal designation and funding agreements with the Commission for the referenced park; AND

**BE IT FURTHER RESOLVED**, that Aitkin County certifies it will comply with all applicable laws and regulations associated with regional designation and any future grant funding related to this designation.

Adopted this 10<sup>th</sup> Day of February, 2026 By the Aitkin County Board of Commissioners.

Attest:

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J. Mark Wedel

County Board Chair

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David J. Minke, County Administrator

Clerk to the County Board

**STATE OF MINNESOTA}**

**COUNTY OF AITKIN}**



# Board of County Commissioners Agenda Request

**5A**  
Agenda Item #

**Requested Meeting Date:** February 10, 2026

**Title of Item:** Statement of Work - CLA, SBITA Consulting

<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) <div style="text-align: right;"><small>*provide copy of hearing notice that was published</small></div> <div style="display: flex; justify-content: flex-end;"><input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*</div>	
<b>Submitted by:</b> Kathleen Ryan		<b>Department:</b> Auditor
<b>Presenter (Name and Title):</b> Kathleen Ryan, County Auditor		<b>Estimated Time Needed:</b> 5 Minutes
<b>Summary of Issue:</b> <p>This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated November 11, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Aitkin County, MN ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended December 31, 2025.</p> <p>CLA Accounting Standard Assessment</p> <ul style="list-style-type: none"><li>• Assist, at your direction, in interviewing your key team members.</li><li>• Analyze, evaluate and recommend how the leases and SBITAs will be accounted for based on the selection of potential leases and SBITAs provided by you.</li><li>• Assist with proposal of journal entries and drafting the related GASB Statement No. 87 and GASB Statement No. 96 financial statement disclosures.</li><li>• Provide to you sufficient information for you to oversee the services, evaluate the adequacy and results of the services; accept responsibility for the results of the services and ensure your data and records are complete.</li></ul>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Please approve the Statement of Work for Board Chair and Administrator to sign.		
<b>Financial Impact:</b> <div style="display: flex; justify-content: space-between;"><div><p><i>Is there a cost associated with this request?</i></p><p><i>What is the total cost, with tax and shipping? \$</i></p><p><i>Is this budgeted?</i></p></div><div><div style="display: flex; align-items: center;"><input checked="" type="checkbox"/> Yes</div><div style="display: flex; align-items: center;"><input type="checkbox"/> No</div></div><div><p><i>Please Explain:</i></p><p>This was known when the 2026 budget was completed.</p></div></div>		



February 3, 2026

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated November 11, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Aitkin County ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended December 31, 2025.

#### **Nonattest services**

We will provide the following nonattest services:

#### **CLA New Accounting Standard Assessment**

- Assist, at your direction, in interviewing your key team members.
- Analyze, evaluate and recommend how the leases and SBITAs will be accounted for based on the selection of potential leases and SBITAs provided by you.
- Assist with proposal of journal entries and drafting the related GASB Statement No. 87 and GASB Statement No. 96 financial statement disclosures.
- Provide to you sufficient information for you to oversee the services, evaluate the adequacy and results of the services; accept responsibility for the results of the services and ensure your data and records are complete.

#### **Additional assistance**

Upon your request, CLA shall make its resources available to provide additional assistance with the lease and SBITA standards. This could include assisting you with your communications to the users of your financial statements or others, as identified by you, regarding how the standard will impact the entity and your financial statements. If requested, we can assist you with developing and delivering training on the standards for selected members of the entity.

#### **Client information requirements**

The entity agrees it is solely responsible for the accuracy, completeness, and reliability of all of the entity's data and information that it provides CLA for our engagement. The entity agrees it will provide any requested information on or before the date we commence performance of the services.

You agree that you are solely responsible for the accuracy, completeness, and reliability of all of your data

and information that you provide CLA for our engagement and that CLA has no such responsibilities. We will provide you a data checklist of information required to complete the reports. You agree to have the vast majority of the requested information (data checklist) available as determined in the mutually agreed-upon timeline.

#### **CLA's responsibilities related to the nonattest services and the related limitations**

CLA will not assume management responsibilities, perform management functions, or make management decisions on behalf of the entity. However, we will provide advice and recommendations to assist management in performing its responsibilities.

This engagement is limited to the nonattest services outlined above. CLA, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as assuming management responsibilities, making management decisions, or performing management functions, including approving journal entries. CLA will advise the entity with regard to positions taken in the performance of the nonattest services, but management must make all decisions with regard to those matters.

Our engagement cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

We have no responsibility to ensure the entity's lease and SBITA accounting practices, systems, or reports comply with applicable laws or regulations, all of which remain your sole responsibility.

Because the services listed above do not constitute an examination, audit, or review, we will not express an opinion or conclusion or issue a written report on your application of the requirements of GASB Statement No. 87 and GASB Statement No. 96 as it relates to contracts. You agree that our services are not intended to be used by a third party in reaching a decision on the application of the requirements of GASB Statement No. 87 and GASB Statement No. 96 to a specific transaction.

#### **Management responsibilities**

For all nonattest services we may provide to you, including these consulting services, you agree to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. You have designated Kathleen Ryan, County Auditor to fulfill this role. You will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans, and for implementing any plans you may develop, including any that we may discuss with you. Management is responsible for the design, implementation, and maintenance of effective internal control over financial reporting and over compliance, including evaluating and monitoring ongoing activities, (1) relevant to the preparation and fair presentation of financial statements that are free from material misstatement, (2) to prevent and detect fraud, and (3) to ensure that the entity complies with applicable laws and regulations. Management is responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Management also agrees to assume all management responsibilities related to determining, reviewing, and approving lease and SBITA information and schedules and related journal entries.

### **Engagement administration and other matters**

A list of information we expect to need for our engagement and the dates required will be provided in a separate communication.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

### **Fees**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

In future periods when we are asked to update the lease and SBITA information, we will charge professional and service fees based on the time involved in removing/adding leases and SBITAs and producing new schedules and reports. The annual fee for maintaining leases and SBITAs in our system will be evaluated and billed annually and will be based upon the number of leases and SBITAs on that date or upon other modifications (additions or deletions).

### **Record retention**

Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the entity's records.

### **Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,



**CliftonLarsonAllen LLP**

**CLA**ORG: CLANAME: Kristen A. HouleTITLE: Signing DirectorSIGN: Kristen A HouleDATE: 2/3/2026**Client**

ORG: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGN: \_\_\_\_\_

DATE: \_\_\_\_\_

ORG: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGN: \_\_\_\_\_

DATE: \_\_\_\_\_

**Acceptance and acknowledgement**

On behalf of Aitkin County, I acknowledge that the terms of this agreement accurately state our understanding with CLA, and Aitkin County agrees to be bound by them.

**Response**

This letter correctly sets forth the understanding of Aitkin County.



# Board of County Commissioners Agenda Request

# 6A

Agenda Item #

**Requested Meeting Date:** February 10, 2026

**Title of Item:** Adopt Resolution amending the Aitkin County Shoreland Ordinance

- ☒ REGULAR AGENDA  
☐ CONSENT AGENDA  
☐ INFORMATION ONLY

**Action Requested:**

- ☐ Approve/Deny Motion  
☒ Adopt Resolution (attach draft)

☐ Direction Requested

☐ Discussion Item

☐ Hold Public Hearing\*

*\*provide copy of hearing notice that was published*

**Submitted by:**

Andrew Carlstrom

**Department:**

Environmental Services

**Presenter (Name and Title):**

Andrew Carlstrom, Environmental Services Director

**Estimated Time Needed:**

10 Minutes

**Summary of Issue:**

On November 17, 2025 the Aitkin County Planning Commission approved the proposed amendments to the Aitkin County Shoreland Management Ordinance. A Public Hearing was started at the regular County Board Meeting on January 6, 2026 and continued to the regular meeting of January 27, 2026, with minor amendments proposed (please see below). A public notice was published in the Aitkin Age on December 24, 2025 and on January 14, 2026. In accordance with MN Statute 394 and Rule 11 of the Aitkin County Ordinances and Procedures of the Board of Commissioners Meeting Procedures and Rules of Business Board of Commissioners, two readings (which were also completed on January 6 and January 27 respectively) shall be conducted prior to the adoption of the amendment. The minor proposed amendments brought forth by the public and recommended by the Commissioners were as follows:

Section 7.22 B(3): Re-introduce original language of "1/3 of the trees/shrubs greater than 5" in diameter 4.5 feet above ground level (DBH)....."

Section 7.22 B(4): Embolden "may be allowed with an approved vegetation alteration permit" to ensure reader knows a permit is required.

Please see attached memorandum with proposed summary of changes, proposed adoption resolution, and proposed and amended Aitkin County Shoreland Management Ordinance in its entirety.

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

Motion to deny proposed resolution

**Recommended Action/Motion:**

Motion to approve proposed resolution and amendments to the Aitkin County Shoreland Management Ordinance

**Financial Impact:**

*Is there a cost associated with this request?*

☐ Yes

☒ No

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

*Is this budgeted?*

☐ Yes

☐ No

*Please Explain:*



## AITKIN COUNTY ENVIRONMENTAL SERVICES PLANNING & ZONING

Aitkin County Government Center  
307 2<sup>nd</sup> Street NW, Room 219  
Aitkin, MN 56431

aitkinpz@aitkincountymn.gov  
Phone: 218-927-7342  
Fax: 218-927-4372

### MEMORANDUM

DATE: February 10, 2026

TO: Aitkin County Board of Commissioners

FROM: Andrew Carlstrom, Director Environmental Services – Planning & Zoning Administrator

RE: Amendments to the 2018 Aitkin County Shoreland Management Ordinance

In accordance with the 2025 Aitkin County Strategic Plan and in an effort to streamline, improve clarity, and update the current Shoreland Management Ordinance, Aitkin County Environmental Services staff has worked collaboratively with the Ordinance Committee and with the Minnesota Department of Natural Resources (DNR) Area Hydrologist, to propose modest amendments to the current 2018 ordinance. The Aitkin County Shoreland Management Ordinance is our most comprehensive and regulated land use ordinance. A summary of the proposed changes are as follows:

- Section 2.7 – Administrative additions to and revision of definitions
- Section 4.25 – Administrative update of the classification list for land uses
- Section 7.22 – Administrative updated language on vegetation alterations
- Section 9.82 – Open Space/Common Open Space Administrative Change

The following is the past and present tentative timeline for the proposed Shoreland Ordinance amendments:

**November 2024 to May 2025:** Ordinance Committee review, discussion, and revisions of the Aitkin County Shoreland Management Ordinance.

**June 18 – July 18, 2025:** 30 Day Press Release for written public comments to proposed amendments.

**July 31, 2025:** County Board “Committee of the Whole” public meeting to discuss the proposed amendments and receive comments from the public.

**September 22, 2025:** Aitkin County Planning Commission’s held public workshop and received public comments on proposed amendments to the Shoreland Management Ordinance.

**November 17, 2025:** Aitkin County Planning Commission Public Hearing on the proposed amendments to the Shoreland Management Ordinance

**January 6, 2026:** Aitkin County Board of Commissioners Public Hearing and First Reading of proposed amendments.

**January 27, 2026:** Aitkin County Board of Commissioners Continuance of Public Hearing and Second Reading of proposed amendments.

**February 10, 2026:** Aitkin County Board of Commissioners tentative adoption of proposed amendments.

If you have any questions, please feel free to contact me at 218-927-7342 or by email at [andrew.carlstrom@aitkincountymn.gov](mailto:andrew.carlstrom@aitkincountymn.gov).

**Resolution #20260210-xxx Aitkin County Shoreland Management Ordinance Amendment**

**WHEREAS**, in an effort to regulate land use practices that protect surface water quality, protect near shore habitat, and protect shoreland aesthetics, the Aitkin County Shoreland Management Ordinance regulates shoreland zoning with standards in place to mitigate possible adverse impacts to the health, safety, and welfare of surrounding properties and environments.

**WHEREAS**, Aitkin County is experiencing and is expected to experience a continued marked increase in shoreland zoned applications to include new buildings, vegetation alterations, and general land alterations; AND

**WHEREAS**, Minnesota Administrative Rules 6120.2500 through 3900 governs State shoreland regulations, with Aitkin County initially adopting it's Shoreland Ordinance in 1992, and making further amendments in 2001, 2005, 2008, 2011, 2012, 2017, and 2018; AND

**WHEREAS**, Aitkin County desires to amend the current ordinance in order to improve organization, understandability, and enforceability of the current Shoreland Ordinance; AND

**NOW THEREFORE BE IT RESOLVED**, the Aitkin County Board of Commissioners does hereby authorize the proposed amendments of the Aitkin County Shoreland Management Ordinance.

Adopted this 10th Day of February, 2026 By The Aitkin County Board of Commissioners.

Attest:

---

J. Mark Wedel  
County Board Chair

---

David J. Minke, County Administrator  
Clerk to the County Board

STATE OF MINNESOTA}  
COUNTY OF AITKIN}

## NOTICE OF HEARING

On January 27, 2026 at 10AM and in accordance with MN Statute 394 and Rule 11 of the Aitkin County Ordinances and Procedures of the Board of Commissioners Meeting Procedures and Rules of Business, the Aitkin County Board of Commissioners will continue its Public Hearing from the January 6, 2026 regularly scheduled meeting, on the proposed amendments to the Aitkin County Shoreland Ordinance. A second reading will occur on this date, as well as the proposed adoption of these amendments.

A summary of the proposed changes are as follows:

- Section 2.7 – Administrative additions to and revision of definitions
- Section 4.25 – Administrative update of the classification list for land uses
- Section 7.22 – Administrative updated language on vegetation alterations
- Section 9.82 – Open Space/Common Open Space Administrative Change

The following is the past and present tentative timeline for the proposed amendments:

June 18 – July 18, 2025: 30 Day Press Release for written public comments on proposed amendments.

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November 17, 2025: Aitkin County Planning Commission Public Hearing on the proposed amendments.

January 6, 2026: Aitkin County Board of Commissioners Public Hearing and First Reading of proposed amendments.

January 27, 2026: Aitkin County Board of Commissioners continuation of the Public Hearing, Second Reading, and tentative approval of proposed amendments.

A full text version of the proposed Aitkin County Shoreland Management Ordinance can be found in its entirety online at: <https://www.co.aitkin.mn.us/> under News & Notices. It is also available for public review at the Aitkin County Planning and Zoning Office at the Aitkin County Government Center during regular business hours. Comments can be submitted in writing to the Aitkin County Planning and Zoning Office: 307 2<sup>nd</sup> St NW, Rm 219, Aitkin, MN 56431, by facsimile (218) 927-4372, or by e-mail to [aitkinpz@co.aitkin.mn.us](mailto:aitkinpz@co.aitkin.mn.us) before 9AM on January 27, 2026. Please include a full name and complete mailing address with all correspondences.



# AITKIN COUNTY Shoreland Management Ordinance

**EFFECTIVE DATE: JANUARY 27, 2026**

**Revised: 1-21-1992, 5-22-2001, 4-5-2005, 10-7-2008,  
12-13-2011, 5-8-2012, 1-24-2017, 4-24-2018**



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# AITKIN COUNTY SHORELAND MANAGEMENT ORDINANCE

## SECTION 1.0 - STATUTORY AUTHORIZATION AND POLICY

- 1.1 **Statutory Authority.** This shoreland ordinance is adopted pursuant to the authorization and policies contained in [Minnesota Statutes, Chapter 103F](#), [Minnesota Regulations, Parts 6120.2500 – 6120.3900](#), and the planning and zoning enabling legislation in Minnesota Statutes, [Chapter 394](#).
- 1.2 **Policy.** The uncontrolled use of shorelands of Aitkin County, Minnesota affects the public health, safety and general welfare, not only by contributing to the pollution of public waters, but also by impairing the local tax base. Therefore, it is in the best interests of the public health, safety and welfare to provide for the wise subdivision, use and development of shorelands of public waters. The Legislature of Minnesota has delegated responsibility to local governments of the state to regulate the subdivision, use and development of the shorelands of public waters and thus preserve and enhance the quality of surface waters, conserve the economic and natural environmental values of shorelands, and provide for the wise use of waters and related land resources. This responsibility is hereby recognized by Aitkin County. "Shoreland" means land located within the following distances from public waters: 1,000 feet from the ordinary high water level of a lake, pond, or flowage; and 300 feet from a river or stream, or the landward extent of a floodplain designated by ordinance on a river or stream, whichever is greater. The limits of shorelands may be reduced whenever the waters involved are bounded by topographic divides that extend landward from the waters for lesser distances and when approved by the commissioner of the Department of Natural Resources.

## SECTION 2.0 - GENERAL PROVISIONS AND DEFINITIONS

- 2.1 **Jurisdiction.** The provisions of this Ordinance shall apply to the shorelands of the public water bodies as classified in Section 4.0 of this ordinance. Pursuant to [Minnesota Rules, Parts 6120.2500 – 6120.3900](#), no lake, pond, or flowage less than 25 acres in size in unincorporated areas need be regulated in a local government's shoreland regulations. A body of water created by a private user where there was no previous shoreland may, at the discretion of the governing body, be exempt from this ordinance.
- 2.2 **Compliance.** The use of any shoreland of public waters; the size and shape of lots; the use, size, type and location of structures on lots; the installation and maintenance of water supply and waste treatment systems, the grading and filling of any shoreland area; the cutting of shoreland vegetation; and the subdivision of land shall be in full compliance with the terms of this ordinance and other applicable regulations.
- 2.3 **Enforcement.**
- 2.31 This ordinance is adopted by reference pursuant to the provisions of [Minnesota Statutes Section 394.37](#). It is declared unlawful for any person to violate any of the terms or conditions of this ordinance. Violation thereof shall be a misdemeanor.
- 2.32 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.
- 2.33 Any person with standing, may institute mandamus proceedings in the District Court to compel specific performance by the proper official or officials of any duty required by this ordinance.
- 2.34 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 \$1000.00 and/or 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.

2.35 Any application for a permit which is made after the work is commenced and which requires a permit shall be charged five (5) times the permit fee or five (5) percent of the project cost, whichever is more. The Planning Commission and/or Board of Adjustment may require correction and/or restoration of the property to its original state before the permit is considered.

2.36 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.

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

2.5 **Severability.** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

2.6 **Abrogation and Greater Restrictions.** It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only, with the exception of the Aitkin County Flood Plain Ordinance and Mississippi Headwaters Board Comprehensive Management Plan.

2.7 **Definitions.** Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this ordinance its most reasonable application. For the purpose of this ordinance, the words “must” and “shall” are mandatory and not permissive. All distances, unless otherwise specified, shall be measured horizontally.

2.711 **Accessory structure or facility.** “Accessory structure” or “facility” means any building or improvement subordinate to a principal structure which, because of the nature of its use, can reasonably be located at or greater than normal structure setbacks. An accessory structure shall not be used for human habitation. Examples of accessory structures are, but not limited to, garages, pole buildings, sheds, gazebos, decks, storage containers, fish houses, and similar structures.

2.712 **Auditor.** “Auditor” means the County Auditor of Aitkin County, Minnesota or his/her authorized representative.

2.713 **Basement.** “Basement” means the space below the main living floor that is normally greater than four (4) feet in height and used for habitable purposes and/or storage.

2.714 **Bluff.** “Bluff” means a topographic feature such as a hill, cliff, or embankment having the following characteristics (land feature with an average slope of less than 18 percent over a distance for 50 feet or more shall not be considered part of the bluff):

A. Part or all of the feature is located in a shoreland area;

B. The slope rises at least 25 feet above the toe of the bluff;

C. The grade of the slope from the toe of the bluff to a point 25 feet or more above the toe of the bluff averages 30 percent or greater.

- 2.715 **Bluff impact zone.** “Bluff impact zone” means a bluff and land located within 20 feet from the top of a bluff.
- 2.716 **Bluff, Toe of.** “Toe of bluff” means ~~the point on a bluff where there is, as visually observed, a clearly identifiable break in the slope, from gentler to steeper slope above. If no break in the slope is apparent, the toe of bluff shall be determined to be the lower end of a 50-foot segment, measured on the ground, with an average slope exceeding 18 percent.~~
- 2.717 **Bluff, Top of.** “Top of bluff” means the ~~point on a bluff where there is, as visually observed, a clearly identifiable break in the slope, from steeper to gentler slope above. If no break in the slope is apparent, the top of bluff shall be determined to be the upper end of a 50-foot segment, measured on the ground, with an average slope exceeding 18 percent.~~ **higher point of a 50-foot segment with an average slope exceeding 18 percent.**
- 2.718 **Board of Adjustment.** “Board of Adjustment” means the Board of Adjustment for Aitkin County, Minnesota as created by resolution of the County Board of Commissioners. Membership of the Board of Adjustment shall consist of five (5) persons to be appointed by the Board of County Commissioners.
- 2.719 **Boathouse.** “Boathouse” means a one level accessory structure designed and used solely for the storage of boats or boating equipment.
- 2.720 **Brew pub.** “Brew pub” is a brewer who also holds one or more retail on-sale licenses and who manufacturers fewer than 3,500 barrels of malt liquor in a year, at any one licensed premises, the entire production of which is solely for consumption on tap on any licensed premises owned by the brewer, or for off-sale from those licensed premises as permitted in MN Statutes 340A.24, subdivision 2.
- 2.721 **Building/Structure Coverage.** “Building/Structure Coverage” means the ground surface covered by any building, **structure**, or appurtenance, including, but not limited to, decks, overhangs and projections therefrom, outdoor furnaces, fish houses, sheds, carports, lean-to’s, or any similar building. Building/Structure coverage does not include eaves of twenty-four (24) inches or less.
- 2.722 **Building setback line.** “Building **setback** line” means a line parallel to a lot line or the ordinary high water level at the required setback beyond which a structure may not extend.
- 2.723 **Cabin.** “Cabin” means any structure or portion of a structure, or other shelter designed as short- or long-term living quarters for one or more persons, including rental or timeshare accommodations such as motel, hotel, and resort rooms and cabins.
- 2.724 **Cannabis Business.** A “Cannabis Business” means any of the following licensed operations: cannabis microbusiness, cannabis mezzo business, cannabis cultivator, cannabis manufacturer, cannabis retailer, cannabis wholesaler, cannabis transporter, cannabis testing facility, cannabis event organizer, cannabis delivery service, medical cannabis cultivator, medical cannabis processor, medical cannabis retailer, and medical cannabis combination business.
- 2.725 **Cannabis Cultivator.** A “Cannabis Cultivator” may grow cannabis plants within the approved amount of space from seed to immature plant to mature plant, harvest cannabis flower, package and label immature cannabis plants and seedlings and cannabis flower, and transport cannabis flower to cannabis manufacturers.
- 2.726 **Cannabis Cultivation.** A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. Harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
- 2.727 **Cannabis Delivery Service.** A “Cannabis Delivery Service” may purchase cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products from licensed cannabis microbusinesses with a retail endorsement, cannabis mezzo businesses with a

retail endorsement, cannabis retailers, medical cannabis retailers, and medical cannabis combination businesses; transport and deliver cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumable products to customers; and perform other actions approved by the Office of Cannabis Management. Prior to completing a delivery, a cannabis delivery service must verify that the customer is at least 21 years of age or is enrolled in the registry program. The Office of Cannabis Management shall establish limits on the amount of cannabis and hemp products that a cannabis delivery service may transport. Cannabis and hemp must be stored in a locked, safe, and secure storage compartment that is part of the cannabis delivery vehicle.

- 2.728 **Cannabis Event Organizer.** A “Cannabis Event Organizer” may organize a temporary cannabis event lasting no more than four days. A cannabis event organizer must receive local approval, including obtaining any necessary permits or licenses issued by a local unit of government before holding a cannabis event. If approved by the local unit of government, a cannabis event may designate an area for consumption of adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or any combination of those items.
- 2.729 **Cannabis Manufacturer.** A “Cannabis Manufacturer” may purchase cannabis flower, cannabis products hemp plant parts, hemp concentrate, and artificially derived cannabinoids from a cannabis business, purchase hemp plants and hemp concentrates, make cannabis hemp concentrate, manufacture artificially derived cannabinoids, manufacture adult-use cannabis products, lower-potency hemp edibles, and hemp derived consumer products, and sell cannabis concentrate, hemp concentrate, artificially derived cannabinoids, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products to other cannabis businesses.
- 2.730 **Cannabis Mezzo Business.** A “Cannabis Mezzo Business” may grow cannabis from seed or immature plant for cannabis products or medical cannabis flower, make cannabis and hemp concentrate, manufacture adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumers products for public consumption, process medical cannabinoid products, sell immature cannabis plants and seedlings, and purchase cannabis concentrate, hemp concentrate, and synthetically derived cannabinoids from another cannabis business. A cannabis mezzo business that cultivates cannabis at an indoor facility may cultivate up to 15,000 square feet of plant canopy. A cannabis mezzo business that cultivates cannabis at an outdoor location may cultivate up to one acre of mature, flowering plants.
- 2.731 **Cannabis Microbusiness.** A “Cannabis Microbusiness” may grow cannabis plants, make cannabis concentrate, make hemp concentrate, manufacture artificially derived cannabinoids, manufacture adult-use cannabis products, lower potency hemp edibles, and hemp derived consumer products for public consumption, purchase hemp or hemp concentrate parts, package and label cannabis and hemp products, and sell cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp products, and hemp-derived consumer products. A cannabis microbusiness that cultivates cannabis at an indoor facility may cultivate up to 5000 square feet of plant canopy. A cannabis microbusiness that cultivates cannabis at an outdoor location may cultivate up to one-half acre of mature, flowering plants. A cannabis microbusiness with the appropriate endorsement may operate one retail location. A cannabis microbusiness may permit on-site consumption of edible cannabis products and lower-potency hemp edibles on a portion of its premises. Cannabis microbusiness must ensure that the display and consumption of any edible product or lower-potency hemp edible is not visible from outside the licensed premises of the business.
- 2.732 **Cannabis Retailer.** Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form. A “Cannabis Retailer” may purchase immature cannabis plants and seedlings, cannabis flower, cannabis products, and lower-potency hemp products, from cannabis businesses, and sell immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to customers.
- 2.733 **Cannabis Retail Businesses.** A retail location and the retail location(s) of a mezzo businesses with a retail operations endorsement, microbusinesses with a retail operations endorsement,

medical combination businesses operating a retail location, (and/excluding) lower-potency hemp edible retailers.

- 2.734 **Cannabis Testing Facility.** A “Cannabis Testing Facility” may obtain and test immature cannabis plants and seedlings, cannabis flower, cannabis products, hemp plant parts, hemp concentrate, artificially derived cannabinoids, lower-potency hemp edibles, and hemp-derived consumer products from cannabis microbusinesses, cannabis mezzo businesses, cannabis cultivators, cannabis manufacturers, cannabis wholesalers, lower-potency hemp edible manufacturers, medical cannabis cultivators, medical cannabis processors, medical cannabis combination businesses, and industrial hemp growers.
- 2.735 **Cannabis Transporter.** A “Cannabis Transporter” may transport immature cannabis plants and seedlings, cannabis flower, cannabis products, artificially derived cannabinoids, hemp plant parts, hemp concentrate, lower-potency hemp edibles, and hemp-derived consumer products from cannabis microbusinesses, cannabis mezzo businesses, cannabis cultivators, cannabis manufacturers, cannabis wholesalers, lower-potency hemp edible manufacturers, medical cannabis retailers, medical cannabis processors, and industrial hemp growers to cannabis microbusinesses, cannabis mezzo businesses, cannabis manufacturers, cannabis testing facilities, cannabis wholesalers, cannabis retailers, lower-potency hemp edible retailers, medical cannabis processors, medical cannabis retailers, and medical cannabis combination businesses and perform other actions approved by the Office of Cannabis Management.
- 2.736 **Cannabis Wholesaler.** A “Cannabis Wholesaler” may purchase immature cannabis plants and seedlings, cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products from cannabis businesses, and purchase hemp plant parts and hemp concentrates. Cannabis wholesalers may sell immature cannabis plants and seedlings, cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products to cannabis microbusinesses, cannabis mezzo businesses, cannabis manufacturers, and cannabis retailers, sell lower-potency hemp edibles to lower-potency-hemp edible retailers, and import hemp-derived consumer products and lower-potency hemp edibles that contain hemp concentrate or artificially derived cannabinoids.
- 2.737 **Commercial planned unit developments.** “Commercial planned unit developments” means uses or developments that provide transient, short-term lodging spaces, rooms, or parcels and their operations are essentially service-oriented. For example, hotel/motel accommodations, resorts, recreational vehicle and camping parks, and other primarily service-oriented activities are commercial planned unit developments.
- 2.738 **Commercial Use.** “Commercial use” means the principal use of land or buildings for the sale, lease, rental, or trade of products, goods, and services.
- 2.739 **Commissioner.** “Commissioner” means the commissioner of the Minnesota Department of Natural Resources.
- 2.740 **Common Open Space.** A portion of development that:
- A. Is permanently set aside to preserve elements of the natural landscape for public or private use;
  - B. Will not be developed or subdivided; and
  - C. Is generally owned in common by the individual owners in the development or by a permanently established management entity.
- 2.741 **Conditional use.** “Conditional use” means a land use or development as defined by ordinance that would not be appropriate generally but may be allowed with appropriate restrictions as provided by official controls upon a finding that certain conditions as detailed in the ordinance exist, the use or development conforms to the comprehensive land use plan of the community, and the use is compatible with any existing neighborhood.
- 2.742 **Conservation Subdivision.** “Conservation subdivision” means a method of subdivision

characterized by common open space and clustered compact lots, with the purpose of creating greater community value through open space amenities for homeowners and protection of natural resources, while allowing for the residential densities consistent with prevailing densities. Site designs incorporate standards of low impact development.

- 2.743 **Contiguous Lot.** “Contiguous lot” means an adjacent lot under the same ownership with a common boundary line.
- 2.744 **County Board.** “County Board” is the Board of County Commissioners of Aitkin County, Minnesota.
- 2.745 **Crawl space.** “Crawl space” means a low or narrow space, such as one beneath the floor that gives workers access to plumbing or wiring equipment. Any area beneath the main living floor area that is not considered a basement, and the floor, whether concrete, wood or earthen material, is the lowest floor of the structure for Federal Emergency Management Agency regulatory purposes.
- 2.746 **Data center.** “Data center” means a facility that is designed to have a load of 100 megawatts or more and whose primary purpose is the storage, management, and processing of digital data via the interconnection and operation of information technology and network telecommunications equipment, including all related facilities and infrastructure for backup electricity generation, power distribution, environmental control, cooling, and security.
- 2.747 **Deck.** “Deck” means a horizontal, unenclosed platform with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site and at any point the deck surface extends more than six (6) inches above ground. For purposes of measuring building setback distances, a detached deck must have at least two (2) feet of open space between the structure and any portion of the deck, otherwise the deck will be considered attached and part of the main structure.
- 2.748 **Department.** “Department” means the Aitkin County Environmental Services Department.
- 2.749 **Duplex, triplex, and quad.** “Duplex”, “triplex”, and “quad” means a dwelling structure on a single lot, having two, three, and four units, respectively, being attached by common walls and each unit equipped with separate sleeping, cooking, eating, living, and sanitation facilities.
- 2.750 **Dwelling site.** “Dwelling site” means a designated location for residential use by one or more persons using permanent, temporary or movable shelter, including camping and recreational vehicle sites.
- 2.751 **Dwelling unit.** “Dwelling unit” means any structure or portion of a structure, or other shelter designed as short- or long-term living quarters for one or more persons, including rental or timeshare accommodations such as motel, hotel, and resort rooms and cabins.
- 2.752 **Easement.** A non-possessory interest held by one person in the land of another whereby the non-possessory person is given partial use of the land for a specified purpose.
- 2.753 **Essential Services.** “Essential Services” means services provided by public and private utilities, necessary for the exercise of the principal use or service of the principal structure. These services include underground, surface or overhead gas, electrical, steam, water, sanitary sewerage, storm water drainage, and communication systems and accessories thereto, such as poles, towers, wires, main drains, vaults, culverts, laterals, sewers, pipes, catch basins, water storage tanks, conduit cables, traffic signals, pumps, lift stations and hydrants, but not including buildings.
- 2.754 **Exotic Animals.** “Exotic Animal” means any animal that is not part of the definition of an 'animal' under [Title 9, Chapter 1, Subchapter A of the Code of Federal Regulations](#) and one that is not native to the U.S.
- 2.755 **Extractive use.** “Extractive use” means the use of land for surface or subsurface removal of sand, gravel, rock, industrial minerals, other nonmetallic minerals, and peat not regulated under [Minnesota Statutes, Sections 93.44 to 93.51](#).



- 2.756 **Farm – Commercial.** “Farm – Commercial” means agriculture of a primarily commercial nature including, but not limited to fur farms, poultry and egg farms, raising of livestock for profit, hog farms, feed lots and any other agricultural endeavor for profit (not including exotic animals).
- 2.757 **Farm – Hobby.** “Farm – Hobby” means the pursuit of hobby and family-type agricultural activities; including minimum cropland tillage and animal agriculture for personal and family use, including boarding facilities for horses. (Not including gardens of 2 acres or less or exotic animals).
- 2.758 **Farm winery.** “Farm winery” is a winery operated by the owner of a Minnesota farm and producing table, sparkling, or fortified wines from grapes, grape juice, other fruit bases, or honey with a majority of the ingredients grown or produced in Minnesota.
- 2.759 **Floodplain.** “Floodplain” includes the beds proper and the area adjoining a watercourse which have been, or hereafter may, be covered by the regional flood.
- 2.760 **Forest land conversion.** “Forest land conversion” means the clear cutting of forested lands to prepare for a new land use other than reestablishment of a subsequent forest stand.
- 2.761 **Garage, Private.** “Garage, Private” means a detached accessory structure or portion of the principal structure, which is used primarily for storing passenger vehicles, trailers, or personal property. See definition of accessory structure.
- 2.762 **Guest cottage.** “Guest cottage” means a structure used as a dwelling unit that contains sleeping spaces and/or kitchen and/or bathing facilities or any other feature that would make the structure more oriented towards a sleeping unit in addition to those provided in the primary dwelling unit on a lot.
- 2.763 **Habitable structure.** “Habitable structure” means a structure which contains one or more of the following - one or more sleeping areas, bath tub, or shower.
- 2.764 **Height of structure.** “Height of structure” means the vertical distance between the lowest adjoining ground level at the building and the highest point of the roof.
- 2.765 **Home occupation.** “Home occupation” means any occupation of a service character that is secondary to the main use of the premises as a dwelling and does not change the character thereof or have any exterior evidence of such a secondary use.
- 2.766 **Ice Ridge, Annual.** A linear mound of lakebed materials pushed up onto the lakeshore by the action of ice within a calendar year.
- 2.767 **Ice Ridge, Historic.** A linear mound of lakebed materials pushed up onto the lakeshore by the action of ice over a period of two or more years upon which well-established herbaceous and woody vegetation is growing.
- 2.768 **Impervious surface coverage.** “Impervious surface coverage” means any structure, facility or surface that sheds water including structures and facilities, sewage treatment system absorption areas (equal to 190 sq.ft./bedroom), retaining walls, and roadway surfaces and parking areas. Impervious surface coverage does not include eaves of twenty-four (24) inches and less.
- 2.769 **Industrial use.** “Industrial use” means the use of land or buildings for the production, manufacture, warehousing, storage, or transfer of goods, products, commodities, or other wholesale items.
- 2.770 **Intensive vegetation clearing.** “Intensive vegetation clearing” means the removal of vegetation which would reduce the natural screening of a principal structure from a lake, river or stream, assuming summer “leaf-on” conditions, and/or create an erosion or other water quality impact to the water body.
- 2.771 **Kennel.** “Kennel” means any structure or premises or commercial activity where two (2) or more dogs over three (3) months of age are kept for compensation.
- 2.772 **Landing.** “Landing” means the top or bottom of a section of stairway, with or without railings.
- 2.773 **Lot.** “Lot” means a parcel of land designated by plat, metes and bounds, registered land survey,



auditors plat, or other accepted means and separated from other parcels or portions by legal description.

- 2.774 **Lot depth.** Measured perpendicular to the lot width. Normally is the distance measured perpendicular from the lake to the opposite lot line or perpendicular from the lot line abutting the road or edge of the road right-of-way to the opposite lot line. Lot depth shall not be less than the minimum required lot width.
- 2.775 **Lot frontage.** “Lot Frontage” means the front of a lot shall be construed to be the portion nearest the street or a body of water if the lot has water frontage. For the purpose of determining yard requirements on corner lots and through lots (through lots are lots running from street to street), all portions of a lot adjacent to streets shall be considered frontage and yards shall be provided as indicated.
- 2.776 **Lot width.** “Lot width” means the shortest distance between lot lines as measured at the midpoint of the building setback line and also as measured at the ordinary high water level for riparian lots; and for non-riparian lots the width as measured on the lot line that fronts the road and also as measured at the midpoint of the building setback line. The minimum lot width dimension beyond the building setback line shall not be less than 50% of the required lot width. ([See Appendix VI](#)).
- 2.777 **Lower-potency Hemp Edible.** A “Lower-Potency Hemp Edible” means any product: (1) that is intended to be eaten or consumed as a beverage by humans; (2) contains hemp concentrate or an artificially derived cannabinoid, in combination with food ingredients; (3) is not a drug; (4) consists of servings that contain no more than five milligrams of delta-9 tetrahydrocannabinol, 25 milligrams of cannabidiol, 25 milligrams of cannabigerol, or any combination of those cannabinoids that does not exceed the identified amounts; (5) does not contain more than a combined total of 0.5 milligrams of all other cannabinoids per serving; (6) does not contain an artificially derived cannabinoid other than delta-9 tetrahydrocannabinol; (7) does not contain a cannabinoid derived from cannabis plants or cannabis flower; and (8) is a type of product approved for sale by the office or is substantially similar to a product approved by the office, including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods.
- 2.778 **Lower-potency Hemp Edible Manufacturer.** A “Lower-Potency Hemp Edible Manufacturer” may purchase hemp plant parts, hemp concentrate, and artificially derived cannabinoids from cannabis microbusinesses, cannabis mezzo businesses, cannabis manufacturers, cannabis wholesalers, and lower-potency edible manufacturers. Lower-potency hemp edibles manufacturers may also purchase hemp parts and hemp concentrate, make hemp concentrate, manufacture artificially derived cannabinoids, manufacture lower-potency hemp edibles for public consumption, package and label lower potency hemp edibles, and sell hemp concentrate, artificially derived cannabinoids, and lower-potency hemp enables to other cannabis businesses ad hemp businesses.
- 2.779 **Lower-potency Hemp Edible Retailer.** A “Lower-Potency Hemp Edible Retailer” may only sell lower-potency hemp edibles to individuals who are at least 21 years of age. A lower-potency hemp edible retailer may sell lower-potency hemp edibles that are obtained from a licensed Minnesota cannabis microbusiness, cannabis mezzo business, cannabis manufacturer, cannabis wholesaler, or lower-potency hemp edible manufacturer, and meet all applicable packaging and labeling requirements.
- 2.780 **Microdistillery.** “Microdistillery” is a distillery operated within the state producing premium, distilled spirits in total quantity not to exceed 40,000 proof gallons in a calendar year.
- 2.781 **Mobile Home.** “Mobile Home” means a single-family dwelling unit suitable for year-round occupancy that, if located at the same site outside a mobile home park for more than 90 days, during which time it is being used either part-time or full-time for residential purpose, shall be placed on a foundation or blocked and skirted within six (6) months.
- 2.782 **Mobile Home Park.** “Mobile Home Park” means a parcel of land which has been planned and improved for the placement of two or more mobile homes.
- 2.783 **Motor Vehicle.** “Motor vehicle” means every vehicle which is self propelled. Motor vehicle does

not include a vehicle moved solely by human power.

- 2.784 **Nonconformity.** “Nonconformity” means any legal use, structure or parcel of land already in existence, recorded, or authorized before the adoption of official controls or amendments thereto that would not have been permitted to become established under the terms of the official controls as now written, if the official controls had been in effect prior to the date it was established, recorded or authorized.
- 2.785 **Open Space.** A portion of a development site that is permanently set aside for public or private use and will not be developed.
- 2.786 **Ordinary high water level.** “Ordinary high water level” means the boundary of public waters and wetlands, and shall be an elevation delineating the highest water level that has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For watercourses, the ordinary high water level is the elevation of the top of the bank of the channel. For reservoirs and flowages, the ordinary high water level is the operating elevation of the normal summer pool.
- 2.787 **Outside Motor Vehicle Storage.** “Outside motor vehicle storage” means any establishment or place of storage or deposit, that is maintained, operated or used for storing, keeping, buying or selling junk, wrecked, scrapped and ruined motor vehicles.
- 2.788 **Park Model.** A small dwelling less than 400 SF lacking holding tanks and dual-voltage appliances, requiring it to be connected to water, sewage, and electrical facilities in order to function as a dwelling. Often moved to a property on its own wheels, these types of units require permitting and are considered a structure intended for permanent seasonal or year-around living. Park Models are also included in this definition for the purposes of permitting requirements and are not considered a recreational camping vehicle.
- 2.789 **Parking Space, Off-Street.** “Parking Space, Off-Street” means any off-street parking space comprising not less than 180 square feet of parking area, plus necessary maneuvering space incidental to parking or unparking and shall not encroach upon any public right-of-way. Every off-street parking space shall be accessible to a public roadway.
- 2.790 **Patio.** “Patio” means any surface other than a deck that is used in a similar manner as a deck but does not exceed six (6) inches above grade, excluding accessories. Sidewalks less than five (5) feet in width are not considered patios.
- 2.791 **Planning Commission.** “Planning Commission” consists of five (5) members appointed by the County Board of Commissioners. At least two (2) members shall be residents of that portion of the County lying outside the corporate limits of municipalities. No more than one (1) voting member shall be an officer or employee of the County.
- 2.792 **Planned Unit Development and Group Housing.** “Planned unit development and group housing” means a type of development characterized by a unified site design for a number of dwelling units or dwelling sites on a parcel, whether for sale, rent, or lease, and also usually involving clustering of these units or sites to provide areas of common open space, density increases, and a mix of structure types and land uses. These developments may be organized and operated as condominiums, time-share condominiums, cooperatives, full fee ownership, commercial enterprises, or any combination of these, or cluster subdivisions of dwelling units, residential condominiums, townhouses, apartment buildings, campgrounds, recreational vehicle parks, resorts, hotels, motels, and conversions of structures and land uses to these uses.
- 2.793 **Planning and Zoning Administrator.** “Planning and Zoning Administrator” means the Planning and Zoning Administrator of Aitkin County, Minnesota, or his authorized representative.
- 2.794 **Practical difficulty Hardship.** “Practical difficulty” means the property in question cannot be put to a reasonable use if used under the conditions allowed by the official controls; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations

alone shall not constitute a **practical difficulty hardship** if a reasonable use for the property exists under the terms of the ordinance.

- 2.795 **Principal structure.** “Principal structure” means the primary structure as distinguished from subordinate or accessory structures. Structure that is used primarily for dwelling purposes.
- 2.796 **Private Road.** A road, easement or strip of land serving as vehicular access to two (2) or more parcels of land which is not dedicated to nor maintained by the public. Private road shall include, but not be limited to, any road, easement or strip of land such as driveways, trails and paths that serve two (2) or more parcels of land.
- 2.797 **Public Road.** “Public road” means a public way which affords primary means of legal access by pedestrians and vehicles to abutting properties, whether designated as a street, avenue, highway, road, boulevard or however other designated.
- 2.798 **Public waters.** “Public waters” means any waters as defined in [Minnesota Statutes, section 103G.005](#).
- 2.799 **Recreational camping vehicle.** “Recreational camping vehicle” shall mean any of the following:
- A. Travel trailer means a vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational and vacation uses.
  - B. Pick-up coach means a structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation and vacation **uses**.
  - C. Motor home means a portable, temporary dwelling to be used for travel, recreation and vacation **uses**, constructed as an integral part of a self-propelled vehicle.
  - D. Camping trailer means a folding structure, mounted on wheels and designed for travel, recreation and vacation **uses**.
  - E. Fish houses being used for human habitation on land, unless they are part of an establishment ~~licensed with the Aitkin County Environmental Services Department.~~ **with an approved conditional use permit.**
- 2.800 **Recreational Camping Vehicle Park Area.** “Recreational Camping Vehicle Park Area” means a parcel of land in which two or more spaces are occupied or intended for occupancy by recreational vehicles for transient dwelling purposes, unless they meet requirements of [Section 6.14 E](#).
- 2.801 **Recreational Use Area.** **An outdoor recreation area adjacent to a body of water, such as a lake or bay.**
- 2.802 **Residential planned unit development.** “Residential planned unit development” means a use where the nature of residency is non-transient and the major or primary focus of the development is not service-oriented. For example, residential apartments, manufactured home parks, time-share condominiums, townhouses, cooperatives, and full fee ownership residences would be considered as residential planned unit developments. To qualify as a residential planned unit development, a development must contain at least five dwelling units or sites.
- 2.803 **Resort.** “Resort” means any building, structure, enclosure, or any part thereof, located within the shoreland district for purposes of providing convenient access thereto, and kept, used, maintained, or advertised as, or held out to the public to be a place where sleeping accommodations are furnished to the public, and primarily to those seeking recreation for periods of one day, one week or longer, and having for rent three or more cottages, rooms or enclosures.
- 2.804 **Restaurant.** “Restaurant” means any establishment having appropriate facilities for the serving of meals, and where, in consideration of payment therefore, meals are regularly served to the general public. This designation shall include restaurants and supper clubs in unincorporated or unorganized areas of Aitkin County which qualify under the law for license for the “on-sale” or combination license for the “on-sale and off-sale” of intoxicating liquor.

- 2.805 **Sanitary station.** “Sanitary station” means a facility used for removing and disposing of wastes from recreational vehicle holding tanks.
- 2.806 **Self-contained recreational vehicle.** “Self-contained recreational vehicle” means a recreational vehicle which can operate independently of connections to sewer, water and electrical systems. It contains a water-flushed toilet, lavatory, shower and kitchen sink, all of which are connected to water storage and sewage holding tanks located within the recreational vehicle.
- 2.807 **Semipublic use.** “Semipublic use” means the use of land by a private, nonprofit organization to provide a public service that is ordinarily open to some persons outside the regular constituency of the organization.
- 2.808 **Sensitive resource management.** “Sensitive resource management” means the management of areas unsuitable for development in their natural state due to constraints such as shallow soils over groundwater or bedrock, highly erosive or expansive soils, steep slopes, susceptibility to flooding, or occurrence of flora or fauna in need of special management.
- 2.809 **Service building (comfort station).** “Service building (comfort station)” means a structure housing toilet, lavatory and such other facilities as may be required by this ordinance.
- 2.810 **Setback.** “Setback” means the minimum horizontal distance between a structure, including overhangs, eaves or projections (of greater than twenty-four (24) inches) therefrom, sewage treatment system, or other facility and an ordinary high water level, sewage treatment system, top of a bluff, road right-of-way, property lines, or other facility.
- 2.811 **Sewage treatment system.** “Sewage treatment system” means system as described and regulated in [Section 6.3](#) of this ordinance. Individual sewage treatment system shall meet the requirements of the Aitkin County Subsurface Sewage Treatment System Ordinance.
- 2.812 **Sewer system.** “Sewer system” means pipelines or conduits, pumping stations, and force main, and all other construction, devices, appliances, or appurtenances used for conducting sewage or industrial waste or other wastes to a point of ultimate disposal.
- 2.813 **Sewered.** “Sewered” means property which is served by a publicly owned and maintained sewer system.
- 2.814 **Shore impact zone.** “Shore impact zone” means land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50% of the required structure setback but not less than 50 feet, whichever is greater.
- 2.815 **Shoreland.** “Shoreland” means land located within the following distances from public waters: 1,000 feet from the ordinary high water level of a lake, pond, or flowage; and 300 feet from a river or stream, or the landward extent of a floodplain designated by ordinance on a river or stream, whichever is greater. The limits of shorelands may be reduced whenever the waters involved are bounded by topographic divides that extend landward from the waters for lesser distances and when approved by the commissioner.
- 2.816 **Sign.** “Sign” means a displayed structure bearing lettering or symbols, used to identify a place of business or promote the interest of any person(s).
- 2.817 **Significant historic site.** “Significant historic site” means any archaeological site, standing structure, or other property that meets the criteria for eligibility to the National Register of Historic Places or is listed in the State Register of Historic Sites, or is determined to be an unplatted cemetery that falls under the provisions of [Minnesota Statutes, section 307.08](#). A historic site meets these criteria if it is presently listed on either register or if it is determined to meet the qualifications for listing after review by the Minnesota State Archaeologist or the director of the Minnesota Historical Society. All unplatted cemeteries are automatically designated to be significant historic sites.
- 2.818 **Solar Energy System. Rooftop or Architecturally-Integrated.** Non-permitted systems which are accessory to the principal land use and designed to supply energy for the principal use.
- 2.819 **Solar Energy System. Ground-Mount.** Ground-mounted systems which are accessory to the principal land use and designed to supply energy for the principal use.
- 2.820 **Solar Energy System. Community/Solar Gardens.** Systems designed to supply energy for off-

site users on the distribution grid, but not for the export to the wholesale market or connection to the electric transmission grid.

- 2.821 **Solar Energy System. Solar Farms.** Ground-mount solar energy arrays which are the principal use on the property and that are designed for providing energy to off-site users or export to the wholesale market.
- 2.822 **Standard/Type I Individual Sewage Treatment System.** “Standard/Type I Individual Sewage Treatment System” means an individual sewage treatment system that meets the requirements of the Aitkin County Subsurface Sewage Treatment System Ordinance.
- 2.823 **Steep slope.** “Steep slope” means lands having average slopes of eighteen (18) percent or more, as measured over horizontal distances of 50 feet or more, that are not bluffs.
- 2.824 **Structure.** “Structure” means any building or appurtenance, including decks, patios within the building setback from the OHW, overhangs and projections therefrom, except fences less than eight (8) feet in height, retaining walls, aerial or underground utility lines, such as sewer, electric, telephone, telegraph, gas lines, towers, poles, and other supporting facilities, antennas, propane tanks, outdoor furnaces and currently licensed fish houses. Recreational camping vehicles, fish houses, propane tanks, and outdoor furnaces must meet setback requirements of this ordinance.
- 2.825 **Subdivision.** “Subdivision” means land that is divided for the purpose of sale, rent, or lease, including planned unit developments.
- 2.826 **Substandard Use.** “Substandard Use” means any use existing prior to the date of enactment of any county ordinance, which is permitted within the applicable zoning district but does not meet the minimum lot area and length of water frontage, structure setbacks or other dimensional standards of the ordinance.
- 2.827 **Surface water-oriented commercial use.** “Surface water-oriented commercial use” means the use of land for commercial purposes, where access to and use of a surface water feature is an integral part of the normal conductance of business. Marinas, resorts, and restaurants with transient docking facilities are examples of such use.
- 2.828 **Trailer.** “Trailer” means every vehicle without motor power designed or used for carrying persons or property and for being drawn by a motor vehicle or by horses and other like husbandry.
- 2.829 **Unsewered.** “Unsewered” means property that is served by a privately owned and maintained sewage treatment system.
- 2.830 **Variance.** “Variance” means any modification or variation of the provisions of the ordinance where it is determined pursuant to the provisions of this ordinance that, by reason of exceptional circumstances, the strict enforcement of the ordinance would cause unnecessary **practical difficulty** ~~hardship~~ as defined or described in [Minnesota Statutes Chapter 394](#).
- 2.831 **Vacation/Short-Term Rental.** “Vacation/Short-Term Rental” means a single-family dwelling and/or related structure that is rented out on a transient basis for a charge. A transient basis shall be any period of time less than thirty (30) consecutive days.
- 2.832 **Water-oriented accessory structure or facility.** “Water-oriented accessory structure or facility” means a small, above ground building or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to a surface water feature, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such structures and facilities include boathouses, gazebos, screen houses, fish houses, pump houses, patios, and detached decks.
- 2.833 **Wetland.** “Wetland” means land transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. For purposes of this subpart, wetlands must:
- A. have a predominance of hydric soils;
  - B. be inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions; and



C. under normal circumstances, support a prevalence of hydrophytic vegetation.

- 2.834 **Zoning permit.** “Zoning permit” means a document issued by the zoning office to use land as designated in this ordinance. In addition to specific instances provided for herein, and unless otherwise provided for herein, a permit shall be required before beginning any construction, moving, rebuilding or material alteration of a structure or septic system.

## SECTION 3.0 – ADMINISTRATION

### 3.1 Permits Required.

- 3.11 A permit is required for the construction of buildings or building additions (and including such related activities as construction of decks, patios within the building setback from the OHW and signs), the installation and/or alteration of sewage treatment systems, and those grading and filling activities not exempted by [Section 7.0](#) of this ordinance. Application for a permit shall be made to the Zoning Administrator on the forms provided. The application shall include the necessary information so that the Zoning Administrator can determine the site’s suitability for the intended use and that a compliant sewage treatment system will be provided.
- 3.12 Any permit authorized requiring an onsite inspection by the Department shall stipulate that an identified nonconforming sewage treatment system, as defined by [Section 6.3](#), shall be reconstructed or replaced in accordance with the provisions of this ordinance with the following exception:
- A. Decks, patios and accessory structures less than 240 square feet in size that are not a water oriented structure – there will be no septic system upgrade requirements on permits for decks or patios unless the septic system is an imminent threat to public health and safety as defined in Minnesota Rules Chapter 7080.
- 3.13 A Natural Landscape Protection Plan shall be required as part of any construction permit. Said plan shall identify how erosion from the site will be controlled. A copy of the plan requirements can be obtained from the Zoning Administrator. It shall be a violation of this section to allow erosion into any water body.
- 3.14 Outstanding Violations. No permit(s) shall be issued to the landowner or property on which there is an unresolved violation of this Ordinance.
- 3.15 Contractors shall abide by all provisions of this Ordinance and shall be subject to its penalties. A contractor performing work for a landowner may be responsible for activities performed by the contractor that are in violation of this Ordinance. The landowner shall have the ultimate responsibility for remedying any violation regardless of a contractors action or inaction.

- 3.2 **Certificate of Zoning Compliance.** The Zoning Administrator shall issue a certificate of zoning compliance for each permitted activity requiring certification. All permitted activities as specified in Section 3.1 of the ordinance shall be inspected to ensure the use of land conforms to the requirements of this ordinance. Any use, arrangement, or construction at variance with that authorized by permit shall be deemed a violation of this ordinance and shall be punishable as provided in Section 2.3 of this ordinance.

- 3.21 Certificate of Compliance is required, as defined in [Section 6.32](#).

### 3.3 Variances.

- 3.31 Variances may only be granted in accordance with [Minnesota Statutes, Chapter 394](#). A variance shall not circumvent the general purposes and intent of this ordinance. No variance shall be granted that would allow any use that is prohibited in the zoning district in which the subject

property is located. Conditions may be imposed in the granting of a variance to ensure compliance and to protect adjacent properties and the public interest. In considering a variance request, the board of adjustment must also consider several factors, including but not limited to: is the variance in harmony with the general purposes and intent of the official control and consistent with the comprehensive plan, is the owner proposing to use the property in a reasonable manner not permitted by the official control, is the practical difficulty due to circumstances unique to this property, is the need for the variance created by actions other than the landowner or prior landowners, will the issuance of the variance maintain the essential character of the locality, and does the practical difficulty involve more than economic considerations.

After a practical difficulty has been determined, the Board of Adjustment may use the “*Aitkin County Shoreland Performance*” sheet as found in [Appendix III](#) to attempt to mitigate impacts to the water-body and/or adjoining properties.

- 3.32 The Board of Adjustment shall hear and decide requests for variances in accordance with the rules that it has adopted for the conduct of business. When a variance is approved after the Department of Natural Resources has formally recommended denial in the hearing record, the notification of the approved variance required in [Section 3.52](#) below shall also include the board of adjustment’s summary of the public record/testimony and the findings of facts and conclusions which supported the issuance of the variance.
- 3.33 For existing developments, the application for variance must clearly demonstrate whether a conforming sewage treatment system is present for the intended use of the property. The variance, if issued, must require construction of a conforming sewage treatment system, and elimination of all nonconforming sewer systems.
- 3.34 All decisions by the Board of Adjustment in granting variances or in hearing appeals shall be final, except that any aggrieved person or person with proper standing or any Department, Board of Commissioners or the State shall have the right to appeal within thirty (30) days after receipt of notice of the decision, to the District Court in the County in which the land is located on Questions of law and fact.

### **3.4 Conditional Use Permit.**

- 3.41 Conditional use permits shall only be granted in accordance with [Minnesota Statutes, Chapter 394](#), including the public hearing provisions thereof and the provisions of that statute shall apply to all conditional use permits issued under this ordinance.
- 3.42 Application for a conditional use permit shall be on forms provided by the Zoning Administrator, shall be signed by the owner of the property involved, and shall be submitted with such plans, maps and information as the Zoning Administrator determines necessary for evaluation of the application. The application for a conditional use permit must clearly demonstrate whether a conforming sewage treatment system is present for the intended use of the property. The conditional use permit, if granted, must require construction of a conforming sewage treatment system, and elimination of all nonconforming sewage treatment systems.
- 3.43 Application for a conditional use permit shall be granted by the Planning Commission only if the Planning Commission makes all the following findings:
  - A. That the conditional use will not be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity, nor impair property values within the surrounding neighborhood;
  - B. That the proposed conditional use will not increase local or state expenditures in relation to costs of servicing or maintaining neighboring properties;

- C. That the location and character of the proposed conditional use are considered to be consistent with a desirable pattern of development for the locality in general;
  - D. That the proposed conditional use conforms to the comprehensive land use for the County;
  - E. That adjoining property owners, and others required to be given notice pursuant to [Minnesota Statutes, Chapter 394](#), have been given written notice pursuant to Minnesota Statutes, Chapter 394 of the proposed conditional use and of the hearing before the Planning Commission;
  - F. That other applicable requirements of this ordinance, or other ordinances of the County, have been met, including without limitation, Section 5.6 and 3.7 of this ordinance.
  - G. The requested use is not injurious to the public health, safety and general welfare.
- 3.44 In connection with the issuance of a conditional use permit the Planning Commission may impose such restrictions or conditions as it deems necessary to protect the public interest, to insure compliance and to protect adjacent properties, including, but not limited to, matters relating to appearance, lighting, hours of operation, performance characteristics, restoration and reclamation, and the delivery of bonds or other security for the proper completion and performance of any restrictions or conditions. Also, when deemed appropriate by the Planning Commission, recorded restrictive covenants may be required by the Planning Commission.
- 3.45 Any department, board or commission of the County or of the State of Minnesota or any person with proper standing may appeal any decision of the Planning Commission relative to a conditional use permit by writ of certiorari to the Minnesota Court of Appeals within thirty (30) days of the Planning Commission's final decision.
- 3.46 **Revocation of a Conditional Use Permit**
- A. A conditional use permit may be revoked by the Planning Commission for good cause, upon due notice and hearing.
  - B. Good cause shall include any violation of the agreed upon conditions attached to the conditional use permit.
  - C. Notice of Intent to Revoke. A written notice of intent to revoke shall be prepared by the Aitkin County Zoning Officer or his/her representative. This notice shall include the following:
    - 1) Identity and address of the conditional use permit holder(s).
    - 2) Legal description of the property.
    - 3) The facts alleged to constitute good cause to revoke and the dates or approximate dates of alleged violation(s).
    - 4) The date, time, and place of the public hearing of the Planning Commission at which time revocation of said conditional use permit will be considered and determined.
    - 5) The right of said conditional use permit holder or his authorized representative to attend and be heard at said hearing.

### **3.5 Notifications to the Department of Natural Resources.**

- 3.51 Copies of all notices of any public hearings to consider variances, amendments, or conditional uses under local shoreland management controls must be sent to the commissioner or the commissioner's designated representative and postmarked at least ten days before the hearings. Notices of hearings to consider proposed subdivisions/plats must include copies of the subdivision/plat.
- 3.52 A copy of approved amendments and subdivisions/plats, and final decisions granting variances or conditional uses under local shoreland management controls must be sent to the commissioner or the commissioner's designated representative and postmarked within ten days of final action.



### 3.6 Notification to the Mississippi Headwaters Board.

Copies of all notices of any public hearings to consider variances, conditional use permits, amendments and subdivision/plats that are located within 500 feet of the Mississippi River must be sent to the Mississippi Headwaters Board or designated representative and postmarked at least ten days before the hearings. Copies of the application and materials must be included with said notice.

### 3.7 Conditional Uses.

Conditional uses allowable within shoreland areas shall be subject to the review and approval procedures, and criteria and conditions for review of conditional uses established community-wide including those set out in [Section 3.4](#) of this Ordinance. The following additional evaluation criteria and conditions apply within shoreland areas:

### 3.8 Evaluation Criteria.

A thorough evaluation of the waterbody and the topographic, vegetation, and soils conditions on the site must be made to ensure:

- A. the prevention of soil erosion or other possible pollution of public waters, both during and after the term of the proposed use;
- B. the visibility of structures and other facilities as viewed from public waters is limited;
- C. the site is adequate for water supply and on-site sewage treatment if applicable; and
- D. the type, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercraft.

### 3.9 Conditions Attached to Conditional Use Permits.

The Aitkin County Planning Commission, upon consideration of the criteria listed above and the purposes of this ordinance, and upon making the findings set out in [Section 3.4](#) of this Ordinance, shall attach conditions and restrictions to the issuance of the conditional use permits pursuant to the provisions of Section 3.4 of this Ordinance. Such conditions may include, but are not limited to, those set out in Section 3.4 of this Ordinance and the following:

- A. increased setbacks from the ordinary high water level;
- B. reduction and limitation of noise, dust, lighting, signage, traffic and operation of any activity so as to protect adjacent properties and help preserve peace and tranquility in the locality of the use;
- C. the delivery to the County of such bonds or other security as the Planning Commission deems necessary to insure completion and fulfillment of any restrictions or conditions;
  - 1) limitations on the natural vegetation to be removed or the requirement that additional vegetation be planted; and
  - 2) special provisions for the location, design, and use of structures, sewage treatment systems, watercraft launching and docking areas, and vehicle parking areas.

## SECTION 4.0 – SHORELAND CLASSIFICATION SYSTEM LAND USE DISTRICTS

- 4.1 **Shoreland Classification System.** The public waters of Aitkin have been classified below; consistent with the criteria found in [Minnesota Regulations, Part 6120.3000](#), and the [Protected Waters Inventory Map](#) for Aitkin County, Minnesota.

- 4.11 The classes of public waters are **Natural Environment Lakes, Recreational Development Lakes, General Development Lakes, Remote River Segments, Forested River Segments, Transition River Segments, Agricultural River Segments, Urban River Segments, Tributary River Segments and Public Waters/Public Waters Wetlands** as shown on the map in [Appendix VII](#), that are not listed as one of the lakes in [Section 4.13](#) of this Ordinance. All of the river classes except **Tributary** consist of all other watercourses that have been identified as being recreationally significant on a statewide basis. The **Tributary** class consists of all other watercourses identified in the protected waters inventory. General descriptions of each class follow:
- A. **Natural Environment (NE) Lakes** are generally small, often shallow lakes with limited capacities for assimilating the impacts of development and recreational use. They often have adjacent lands with substantial constraints for development such as high water tables, exposed bedrock, and unsuitable soils. These lakes, particularly in rural areas, usually do not have much existing development or recreational use. These lakes usually have less than 150 total acres and less than 60 acres per mile of shoreline, less than 3 dwellings per mile of shoreline and are less than 15 feet deep.
  - B. **Recreational Development (RD) Lakes** are generally medium-sized lakes of varying depths and shapes with a variety of landform, soil, and groundwater situations on the lands around them. They often are characterized by moderate levels of recreational use and existing development. Development consists mainly of seasonal and year-round residences and recreationally oriented commercial use. Many of these lakes have capacities for additional development and use. These lakes usually have between 60 and 225 acres of water per mile of shoreline, between 3 and 25 dwellings per mile of shoreline, and are over 15 feet deep.
  - C. **General Development (GD) Lakes** are generally large, deep lakes or lakes of varying sizes and depths with high levels and mixes of existing development. These lakes often are extensively used for recreation and, except for the very large lakes, are heavily developed around the shore. Second and third tiers of development are fairly common. The larger examples in this class can accommodate additional development and use. These lakes usually have greater than 225 acres of water per mile of shoreline, over 25 dwellings per mile of shoreline, and are over 15 feet deep.
  - D. **Remote River Segments** are primarily located in roadless, forested, sparsely populated areas of the northeastern part of the state. Common land uses include multiple-use forestry, some recreation facilities, and occasional seasonal or year-round residential. Low intensity recreational uses of these river segments and adjacent lands are common. This class has limited potential for additional development and recreational use due to land suitability and road access constraints.
  - E. **Forested River Segments** are located in forested, sparsely to moderately populated areas with some roads in the north-central part of the state. Predominant land uses include multiple-use forestry, some recreation facilities, seasonal residential, and, within commuting distances of several cities, some year-round residential. Low-intensity recreational uses of these rivers and adjacent lands are common. This class has substantial potential for additional development and recreational use.
  - F. **Tributary River Segments** consist of watercourses mapped in the Protected Waters Inventory that have not been assigned one of the river classes in items D to H. These segments have a wide variety of existing land and recreational use characteristics. The segments have considerable potential for additional development and recreational use, particularly those located near roads and cities.
  - G. **Public Waters/Public Waters Wetlands** that are not listed in [Section 4.13](#) of this Ordinance are generally small, often shallow lakes/wetlands with limited capacities for assimilating the impacts of development and recreational use. See [Section 5.14H](#) for regulations on these waters. For public waters/public waters wetlands as shown on the map in [Appendix VII](#), that are not listed as

one of the lakes in Section [4.13](#) of this Ordinance, the classification list found in Appendix A of the [Aitkin County Zoning Ordinance](#), shall be the use list.

4.12 The shoreland area for the waterbodies listed in sections [4.13](#) and [4.14](#) shall be as defined in Section [2.786](#) and as shown on the [Official Zoning Map](#).

4.13 **Aitkin County Lakeshore Classification:**

A. General Development (GD):

General Development (GD) Lakes				
Lake Name	ID. #	Township(s)	Area in Acres	Year of Survey
Big Sandy	1-62	Shamrock Libby Turner Workman	9,380	1980
Hill	1-142	Hill Lake	898	1978
Mille Lacs	48-2	Lakeside Wealthwood Hazelton Malmo	62,680	1979
Minnewawa	1-33	Shamrock	2,451	1980

B. Recreational Development (RD)

Recreational Development (RD) Lakes				
Lake Name	ID. #	Township(s)	Area in Acres	Year of Survey
Aitkin	1-40	Turner	850	1981
Ball Bluff	1-46	Cornish	185	1978
Big Pine	58-138	Wagner	85	1978
Cedar	1-209	Farm Island Aitkin	1,494	1978
Clear	1-93	Glen	590	1977
Dam	1-96	Glen Kimberly	633	1978
Diamond	1-171	Farm Island	80	1977
Elm Island	1-123	Nordland	656	1978
Esquagamah	1-147	Waukenabo Unorg. 49-27	808	1977
Farm Island	1-159	Hazelton Farm Island	2,025	1978
Fleming	1-105	Fleming	326	1977
Glacier	1-42	Turner	139	1981
Gun	1-99	Fleming	735	1977
Hammal - (Bass)	1-161	Farm Island	393	1977
Hanging Kettle	1-170	Farm Island	320	1977
Hickory	1-179	Farm Island	183	1977
Horseshoe	1-34	Shamrock	252	1978
Island	1-22	Haugen	281	1978
Jenkins	1-100	Fleming	127	1977
Lone	1-125	Nordland	437	1978

Recreational Development (RD) Lakes				
Lake Name	ID. #	Township(s)	Area in Acres	Year of Survey
Long	1-89	Glen	433	1977
Moulton	1-212	Unorg. 49-27	199	1977
Nord	1-117	Nordland	414	1978
Pine	1-1	Wagner	391	1978
Pine, Big	1-157	Hazelton	646	1978
Pine, Little	1-176	Farm Island	126	1977
Rabbit	1-91	Glen	210	1977
Rat	1-77	Workman	442	1981
Ripple	1-146	Nordland Farm Island	676	1978
Rock	1-72	Jevne	366	1977
Round	1-23	Haugen Shamrock	571	1978
Round	1-137	Waukenabo	645	1977
Round	1-204	Hazelton	536	1978
Sandy River	1-60	Workman Shamrock	368	1980
Section 10 -	1-115	Nordland	440	1978
Section 12	1-120	Nordland	167	1978
Sissabagamah	1-129	Nordland Spencer	386	1981
Spirit	1-178	Farm Island	523	1977
Sugar	1-87	Malmo Glen	466	1977
Sunset	1-208	Farm Island	135	1978
Tame Fish	18-2	Hazelton	16	1981
Thornton - (Thorton)	1-174	Farm Island	186	1977
Townline	1-207	Farm Island	135	1977
Vanduse	1-58	Ball Bluff	233	1978
Waukenabo	1-136	Waukenabo	819	1977
Wilkins	1-102	Fleming	366	1977

### C. Natural Environment (NE)

Natural Environment (NE) Lakes				
Lake Name	ID. #	Township(s)	Area in Acres	Year of Survey
Anderson	1-31	Shamrock	97	1981
Anderson	1-177	Farm Island	20	1981
Apple	1-180	Farm Island	27	1981
Avenue	1-191	Unorg. 29-27	29	1981
Bachelor	1-169	Farm Island	80	1981
Bass	1-63	Turner Libby	94	1981
Bass	1-183	Aitkin	53	1981
Bass	1-73	Jevne	60	1977
Bass	1-195	Unorg. 50-27 Unorg. 51-27	123	1981
Bay	1-49	Cornish	60	1981

Natural Environment (NE) Lakes				
Lake Name	ID. #	Township(s)	Area in Acres	Year of Survey
Bear	1-64	Idun	127	1978
Bible – (Hill)	1-144	Hill Lake	21	1981
Birch	1-206	Hazelton	231	1981
Blackface	1-45	Cornish	85	1981
Black Shadow	1-165	Farm Island	29	1981
Blackwater	1-198	Unorg. 51-27	29	1981
Blind	1-188	Unorg. 48-27	323	1981
Blue	1-181	Farm Island Aitkin	53	1981
Boot	1-55	Cornish	77	1981
Brown	1-78	Workman	97	1981
Brown	1-210	Libby		
Camp	1-32	Shamrock	23	1981
Camp	1-98	Kimberly	127	1981
Camp	1-155	Hazelton	60	1981
Carlson	1-166	Farm Island	33	1981
Cartie – (Kruny)	1-189	Unorg. 48-27	27	1981
Cedar	1-65	Idun	260	1978
Chamberlin -	1-145	Hill Lake	11	1981
Christmas	1-164	Farm Island	50	1981
Clear	1-106	Logan	123	1981
Coon	1-211	Unorg. 48-27	47	1981
Cranberry	1-11	Clark	19	1981
Cranberry	1-152	Hazelton	47	1981
Cranberry	1-202	Unorg. 52-27	130	1981
Cutaway	1-56	Cornish	123	1981
Davis	1-71	Jevne	150	1977
Deer	1-86	Malmo	47	1981
Dogfish	1-185	Aitkin	43	1981
Douglas	1-9	Clark	75	1981
Dummer	1-175	Farm Island	37	1981
Dutch	1-3	Salo	47	1981
Edna	1-213	Unorg. 50-27	220	1981
Edquist	1-119	Nordland	43	1981
Flowage, (Sandy)	1-61	Shamrock	720	1980
Four	1-162	Farm Island	47	1981
French	1-104	Fleming	155	1977
Gregg	1-158	Hazelton	27	1981
Hansen – (Hanson)	1-132	Spencer	200	1981
Hay	1-59	Ball Bluff	133	1981
Hill	1-168	Farm Island	23	1981
Holy Water	1-201	Unorg. 52-27	100	1981
Horseshoe	1-154	Hazelton	53	1981
Jay	1-7	Clark	12	1981
Johnson	1-94	Glen	20	1981
Johnson	1-131	Spencer	27	1981
Kangas	1-139	Macville	52	1981
Kelly	1-13	Clark	15	1981
Kingsley Pothole	1-138	Unorg. 50-26	33	1981
Lagoon	1-79	Libby	23	1981

Natural Environment (NE) Lakes				
Lake Name	ID. #	Township(s)	Area in Acres	Year of Survey
Landgren	1-172	Farm Island	27	1981
Langs	1-108	Unorg. 52-25	43	1981
Laurel	1-153	Hazelton	28	1981
Libby	1-80	Libby	77	1981
Lily	1-88	Glen	50	1981
Lily	1-187	Aitkin	20	1981
Linde	1-121	Nordland	30	1981
Lingroth – (Lindgroth)	1-128	Nordland	83	1978
Little Ball Bluff	1-57	Cornish Ball Bluff	37	1978
Little Blackface	1-48	Cornish	30	1981
Little McKinney – (Upper McKinney)	1-197	Unorg. 51-27	26	1981
Little Prairie	1-16	Balsam	78	1981
Little Red Horse	1-52	Cornish	30	1981
Little Sheriff	1-26	Spalding	43	1981
Little Spruce	1-150	Hazelton	40	1981
Long	1-47	Cornish	30	1981
Long	1-101	Fleming	40	1981
Long	1-173	Farm Island	50	1981
Loon – (Townline)	1-24	Balsam	32	1981
Mallard – (Rice)	1-149	Hazelton	354	1981
Mandy	1-68	Unorg. 47-24	107	1981
McKinney	1-199	Unorg. 51-27	65	1981
Monson – (Sjodin)	1-126	Nordland	50	1981
Moose	1-140	Macville	148	1981
Mud	1-6	Clark	15	1981
Mud	1-29	McGregor	484	1981
Mud	1-35	Shamrock	65	1981
Mud	1-194	Unorg. 50-27	135	1981
Muskeg	1-193	Unorg. 50-27	29	1981
Nelson	1-10	Clark	71	1981
Newstrom	1-97	Kimberly	97	1981
Olds	1-192	Unorg. 50-26	26	1981
Olson – (Ripple)	1-133	Spencer	17	1981
Otter	1-196	Unorg. 50-27 Unorg. 51-27	135	1981
Oxbow	1-81	Verdon	36	1981
Packer	1-135	Waukenabo	20	1981
Perkins	1-130	Spencer	20	1981
Perry	1-143	Hill Lake	24	1981
Pickrel	1-182	Aitkin	107	1981
Pine Island – (Pine)	1-167	Farm Island	60	1981
Poor Farm	1-184	Aitkin	28	1981
Porcupine	1-66	Unorg. 45-24	53	1981
Portage	1-69	Unorg. 47-24 Jevne	387	1977
Previs	1-141	Hill Lake	17	1981
Raspberry	1-118	Nordland	27	1981
Rat House	1-53	Cornish	122	1981

Natural Environment (NE) Lakes				
Lake Name	ID. #	Township(s)	Area in Acres	Year of Survey
Red	1-107	Logan	97	1981
Remote	1-38	Turner	135	1981
Remote	1-39	Turner	14	1981
Rice	1-5	Salo Clark	83	1981
Rice	1-30	McGregor	333	1981
Rice	1-67	Lee Unorg. 47-24	4,422	1981
Round	1-70	Jevne	188	1977
Sanders	1-205	Hazelton	36	1981
Sandabacka	1-4	Salo	30	1981
Sanders	1-76	Workman	55	1981
Savanna	1-14	Balsam	90	1981
Section 25	1-127	Nordland	48	1981
Seth	1-116	Nordland	133	1981
Sheriff	1-27	Spalding	97	1981
Shovel	1-200	Unorg. 51-27 Unorg. 52-27	230	1981
Shumway	1-15	Balsam	27	1981
Sitas	1-134	Waukenabo	103	1981
Sixteen	1-124	Nordland	20	1981
Spectacle	1-156	Hazelton	107	1981
Split Rock	1-2	Unorg. 45-22	27	1981
Spring	1-90	Glen	30	1981
Spruce	1-8	Clark	26	1981
Spruce	1-151	Hazelton	80	1981
Starry	1-190	Unorg. 49-27	84	1981
Starvation	1-28	Spalding	81	1981
Stony	1-17	Balsam	52	1981
Studhorse	1-110	Unorg. 52-25	63	1981
Swamp	1-92	Glen	276	1981
Sweetman – (Dagle)	1-122	Nordland	30	1981
Tarr	1-186	Aitkin	25	1981
Taylor	1-109	Unorg. 52-25	53	1981
Taylor	1-163	Farm Island	50	1981
Terry	18-162	Unorg. 48-27	32	1981
Third Guide	11-1	Unorg. 52-27	19	1981
Thirty-One	1-114	Glen Nordland	40	1981
Three	1-160	Farm Island	107	1981
Tiesen	1-44	Turner Turner	30	1981
Townline	1-83	Jevne Fleming	80	1977
Turner	1-74	Jevne	63	1981
Turtle	1-113	Glen Nordland	53	1981
Twenty	1-85	Malmo	153	1981
Twenty-One	1-25	White Pine	50	1981
Twin – (Ude)	1-41	Turner	26	1981



Natural Environment (NE) Lakes				
Lake Name	ID. #	Township(s)	Area in Acres	Year of Survey
Wakefield	1-36	Turner	171	1981
Washburn	1-111	Unorg. 52-25	73	1981
White Elk White Elk	1-148	Unorg. 50-26 Unorg. 50-27	780	1981
Whispering	1-103	Fleming	23	1978
Wolf	1-19	Balsam Unorg. 51-22	168	1981
Unnamed	1-12	Clark	18	1981
Unnamed	1-20	Unorg. 51-22	19	1981
Unnamed	1-21	Unorg. 52-22	17	1981
Unnamed	1-37	Turner	19	1981
Unnamed	1-43	Turner	26	1981
Unnamed	1-50	Cornish	10	1981
Unnamed	1-54	Cornish	15	1981
Unnamed	1-82	Verdon	39	1981
Unnamed – (Sugar)	1-84	Malmo	23	1977
Unnamed	1-95	Glen	16	1981

#### 4.14 Rivers and Streams Classifications.

All rivers and streams in Aitkin County having a total drainage area of greater than two (2) square miles and not assigned a river class or zoning map, are assigned a River Classification of tributary.

The following streams are presently designated as official trout streams and must meet lot size, structure and sewer setbacks for Forested Rivers:

Libby Brook: S. 5, 6; T. 50; R. 23 & S. 1, 2; T. 50; R. 24.

Long Lake Creek: S. 10, 15; T. 46; R. 25.

Morrison Brook: S. 4, 9, 10, 14, 15; T. 52; R. 26.

Two Rivers Springs: S. 19; T. 51; R. 23 & S. 24, 25, 26; T. 51; R. 24.

- A. **Mississippi River** – Shoreland that falls within the corridor shall be governed by the Mississippi Headwaters Board Management Plan except where this ordinance is more restrictive, a copy of which is hereby adopted by reference.
- B. **Mississippi River Diversion Channel** – Land that falls within the channel and accompanying easements are governed by separate regulations.
- C. **Remote Rivers:**

Remote River Name	Legal Description	
	From	To
Rice	Boundary of Rice L. Natl. Wildlife Refuge In Sec. 30, T47N, R23W	Boundary of Rice L. Natl. Wildlife Refuge In Sec. 18, T47N, R24W
Snake	Co. Rd. bridge in Sec. 21, T43N, R23W	Border of Aitkin and Kanabec Counties



#### D. Forested Rivers:

Forested River Name	Legal Description	
	From	To
Swan	Border of Aitkin and Itasca Counties	Confluence with Mississippi R. in Sec. 9, T52N, R23W
Willow	North section line, Sec. 3, T51N, R27W	East section line, Sec. 16, T51N, R26W
	Center, Sec. 30, T51N, R24W	Center, Sec. 6, T50N, R24W
	North section line, Sec. 31, T50N, R24W	Confluence with Mississippi R. in Sec. 2, T48N, R26W
Rice	SE¼ Sec. 24, T46N, R24W	Boundary of Rice L. Natl. Wildlife Refuge in Sec. 30, T47N, R23W
	Boundary of Rice L. Natl. Wildlife Refuge in Sec. 18, T47N, R24W	Confluence with Mississippi R. in Sec. 4, T47N, R26W
Ripple	Outlet of Spirit L. in Sec. 26, T46N, R27W	East section line, Sec. 35, T46N, R27W
	SW¼ Sec. 26, T46N, R26W	Confluence with Mississippi R. in Sec. 24, T47N, R27W
Snake	SE¼ Sec. 2, T44N, R23W	South section line, Sec. 28, T45N, R23W
	NE¼ Sec. 17, T44N, R23W	Co. Rd. bridge in Sec. 21, T43N, R23W

E. **Tributary Streams** – All protected watercourses in the area shown on the Protected Waters Inventory Map for Aitkin County, a copy of which is hereby adopted by reference, not given a classification in Items A-D above shall be considered “Tributary”.

#### 4.2 Land Use District Descriptions.

- 4.21 Purpose - To identify land uses that are compatible with the protection and preservation of shoreline resources in order to conserve the economic and environmental values of shoreland and sustain water quality.
- 4.22 “**C**” appearing in the table for any use means that the use will be permitted in that district only if the Planning Commission issues a **Conditional or Interim Use Permit**.  
“**P**”, means that the use is allowed with a **permit** in the zone district subject to the general provisions of the zoning ordinance.  
“**NP**” means that the use is **not permitted**. For uses not included on this list, application shall be made to the Board of Adjustment for Interpretation.
- 4.23 Industrial Use: Any type of manufacturing of goods, products, or commodities intended for wholesale purpose. A detailed statement including volume of operation and site layout must be submitted to the Zoning Office prior to permit application.
- 4.24 For public waters/public waters wetlands as shown on the map in [Appendix VII](#), that are not listed as one of the lakes in Section [4.13](#) of this Ordinance, the classification list found in Appendix A of the [Aitkin County Zoning Ordinance](#), shall be the use list. (moved up- previously in 4.24 after the classification list)

#### 4.25 Classification List for Land Uses:

Land Uses	General Development (Tributary)	Recreational Development (Forested)	Natural Environment (Remote)
Acoustical material, mfg., storage	C	C	NP
Adult entertainment businesses	NP	NP	NP
Ag. Imp., distr., display, rep., sale	C	C	NP
Airport	NP	NP	NP
Airport, sea base	C	C	C
Amusement park	C	C	NP
Animal hospital	NP	NP	NP
Antique Sales	C	C	C
Antique displays, auto., mach., etc.	C	C	NP
Appl. Repair, sm. Household and/or sales	C	C	NP
Armory	NP	NP	NP
Asphalt and products processing, petroleum contaminated soil treatment plant	NP	NP	NP
Association (clubs, lodges) private	C	C	C
Athletic club	C	C	C
Athletic field	C	C	C
Auditorium, assembly hall	C	C	NP
Auto & truck sale, repair part, body shop	C	C	NP
Baker mfg., sales (sm. Home operation)	C	C	C
Baked goods, mfg. (industrial type)	NP	NP	NP
Bank and trust co., loan co.	C	NP	NP
Bar, saloon, cocktails, tavern	C	C	C
Beauty shop	C	C	C
Bed and breakfast	C	C	C
Beverage, wholesale and storage	NP	NP	NP
Bicycle, snowmobile, rep. And sales	C	C	C
Billboard, advertising display	C	C	NP
Bottled gas, storage, distribution	C	C	NP
Bowling alley	C	C	NP
Bldg. Contractor, large equip. warehouse	NP	NP	NP
Bldg. Contractor, light, res. And gen.	C	C	C
Bldg. Materials, storage and sales	C	C	NP
<del>Brewery</del> Brew Pub	<del>NP</del> C	<del>NP</del> C	NP
Broadcasting studio (radio & TV)	C	C	NP
Bus line, depot, garage, repair	NP	NP	NP
Bus storage (school, private)	C	C	C
Business Office, general	C	C	C
Business Office, professional	C	C	C
Café, restaurant, supper club	C	C	C
Cannabis Cultivation	NP	NP	NP
Cannabis Delivery Service	C	C	C
Cannabis Manufacturer	NP	NP	NP
Cannabis Retailer	C	C	C
Cannabis Transporter	C	C	C
Cannabis Wholesaler	NP	NP	NP
Lower-Potency Hemp Edible Manufacturer	NP	NP	NP
Lower-Potency Hemp Edible Retailer	P	P	P
Temporary Cannabis Event	NP	NP	NP
Campground (private, public)	C	C	C
Carpenter shop & power woodworking	C	C	C
Carpet & rugs, sales & storage	C	C	C
Carwash	NP	NP	NP
Casino	C	C	NP
Cement, concrete, mfg., sales, storage	C	C	NP

Land Uses	General Development (Tributary)	Recreational Development (Forested)	Natural Environment (Remote)
Cemetery (except family burial)	C	C	NP
Childcare center, playschool	C	C	C
Church, synagogue	C	C	C
Coin machine, rental & service	C	C	NP
College	C	C	NP
Community Center, Town Hall	C	C	C
Computer Graphics, Computer Businesses	C	C	C
Conservation Subdivision	C	C	C
Convent	C	C	NP
Curio & souvenir shop	C	C	NP
Dairy farm (exclusive of residence)	C	C	NP
Dairy products, sales & storage	C	C	C
Dance hall, pavilion	C	C	C
<b>Data Center</b>	<b>NP</b>	<b>NP</b>	<b>NP</b>
Dog pound, kennel	NP	NP	NP
Drive-in Restaurant	C	C	NP
Drive-in Theater	NP	NP	NP
Driving range, golf	C	C	C
Dry cleaning, bulk processing	C	C	NP
Dwelling, single family (mobile)	P	P	P
Dwelling, two family	C	C	C
Electric co., yards, substation	C	C	NP
Elevators, grain, corn, etc.	NP	NP	NP
Essential services	P	P	P
Exotic Animals	NP	NP	NP
Explosives, storage, distribution	NP	NP	NP
Express co., warehouse, garage	NP	NP	NP
Fairground	NP	NP	NP
Farm (commercial)	C	C	C
Farm, hobby	C	C	C
<b>Farm Winery</b>	<b>C</b>	<b>C</b>	<b>NP</b>
Feed lot	NP	NP	NP
Feed, storage & sales	C	C	NP
Fertilizer, natural or processed except explosive, storage or sales	NP	NP	NP
Fertilizer (anhydrous ammonia), storage or sales	NP	NP	NP
Firearms Dealer	C	C	C
Fire station, fire tower	C	C	C
Fish or meat sales	C	C	C
Fish hatchery, fish farm, public, private	C	C	C
Fish house storage area	C	C	NP
Florist, greenhouse, nursery & sales	C	C	C
Forestland, private, commercial, public	P	P	P
Frozen food, cold storage locker	C	C	C
Fur farm, preparation, storage	NP	NP	NP
Game preserve, sanctuary	C	C	C
Game farm (with hunting)	NP	NP	C
Garage, public storage	C	C	NP
Garage sale	P	P	P
Gasoline – commercial retail	C	C	C
Golf course	C	C	C
Gravel pit, crushing operation, screening	C	C	C
Gravel pit, asphalt, ready mix, processing operation	NP	NP	NP
Grocery (with bait)	C	C	C
Group home (handicapped) 7 or more residents	C	C	C
Half-way house – 7 or more residents	C	C	C
Home, old age, children, nursing, maternity 7 or more residents	C	C	C

Land Uses	General Development (Tributary)	Recreational Development (Forested)	Natural Environment (Remote)
Home occupation	P	P	P
Hospital, public & private	C	C	NP
Housing, group or cluster (PUD)	C	C	C
Ice, manufacturing, sales	C	C	C
Ice skating rink – outdoor & public	C	C	C
Industrial park	NP	NP	NP
Industrial uses – see 2.745	NP	NP	NP
Junk & salvage yard, outside motor vehicle storage	NP	NP	NP
Laboratory research	C	C	NP
Laundry, bulk processing	NP	NP	NP
Laundromat	C	C	C
Liquor, off-sale	C	C	C
Lumber yard, retail	C	C	NP
Machine shop	C	C	NP
Marine, marina	C	C	NP
Meat processing, locker plant	C	C	NP
Micro-distillery	C	C	NP
Mineral exploration	C	C	C
Mining, quarry, equipment, crushing, etc.	C	C	NP
Mobile home, seasonal or travel trailer (temporary)	P	P	P
Mobile home park	C	C	NP
Motel, hotel	C	C	NP
Museum, historical display	C	C	NP
Oil products, fuel storage (bulk)	NP	NP	NP
Paper & wood products, processing	C	NP	NP
Park, playground (no overnight camping)	P	P	C
Pipe, culvert, mfg.	NP	NP	NP
Pipe line, gas, oil, etc.	C	C	C
Professional office, doctor, etc.	C	C	C
Public building, including utility plant	C	C	C
Race track	NP	NP	NP
Radio, TV transmitting station, telecommunication towers	C	C	C
Ready mix, concrete plant	NP	NP	NP
Retail stores, sales (not specified)	C	C	C
Resort, rental cabins, incl. Residence	C	C	C
Rice farm, paddy, cranberry farm	C	C	C
Roadside park, rest (no overnight)	P	P	C
Roller skating rink, indoor ice skating	C	C	NP
Sauna, steambath	C	NP	NP
Sawmill	C	C	NP
Sawmill portable (temporary)	C	C	C
School, public & private	C	C	NP
School, commercial	C	C	NP
Second hand store, flea market	C	C	NP
Septic tank mfg.	NP	NP	NP
Sewage Treatment Plant	C	C	C
Shopping center	NP	NP	NP
Shooting range (indoor & outdoor), trap, skeet, rifle, archery	C	C	C
Silk Screening	C	C	C
Slaughter house	NP	NP	NP
Solar Energy System-Ground Mount	P	P	P
Solar Energy System-Community Solar Garden	NP	NP	NP
Solar Energy System-Solar Farm	NP	NP	NP
Solid waste disposal site	NP	NP	NP
Solid waste transfer station	NP	NP	NP
Swimming pool, public	C	C	NP
Tannery	NP	NP	NP
Taxidermist	C	C	C

Land Uses	General Development (Tributary)	Recreational Development (Forested)	Natural Environment (Remote)
Tire, repair, equipment supplies, sales	C	C	NP
Timber harvest, logging operation	P	P	P
Upholstering	C	C	C
Vacation/ <del>Short-Term Private Home Rental</del>	C	C	NP C
Water reservoir and related facility	C	C	C
Water treatment plant	C	C	C
Welding shop	C	C	NP
Wood products, secondary (pallet, etc.)	C	C	NP

**SECTION 5.0 – SPECIAL LAND USE PROVISIONS for Commercial, Industrial, Public/Semipublic, Agricultural, Forestry and Extractive Uses and Mining of Metallic Minerals and Peat.** (Moved from previously subpart 5.6)

**5.1 Standards for Commercial, Public, and Semipublic Uses.**

- 5.11 Surface-water oriented commercial uses and public or semipublic uses with similar needs to have access to and use of public waters may be located on parcels or lots with frontage on public waters. Those uses with water-oriented needs must meet the following standards:
- A. In addition to meeting impervious coverage limits, setbacks, and other zoning standards in this ordinance, the uses must be designed to incorporate topographic and vegetative screening of parking areas and structures;
  - B. Uses that require short-term watercraft mooring for patrons must centralize these facilities and design them to avoid obstructions of navigation and to be the minimum size necessary to meet the need; and
  - C. Uses that depend on patrons arriving by watercraft may use signs and lighting to convey needed information to the public, subject to the following general standards:
    - 1) No advertising signs or supporting facilities for signs shall be placed in or upon public waters. Signs conveying information or safety messages may be placed in or on public waters by a public authority or under a permit issued by the county sheriff;
    - 2) Signs may be placed, when necessary, within the shore impact zone if they are designed and sized to be the minimum necessary to convey needed information. They must only convey the location and name of the establishment and the general types of goods or services available. The signs must not contain other detailed information such as product brands and prices, must not be located higher than ten feet above the ground, and must not exceed 32 square feet in size. If illuminated by artificial lights, the lights must be shielded or directed to prevent illumination out across public waters; and
    - 3) Other outside lighting may be located within the shore impact zone or over public waters if it is used primarily to illuminate potential safety hazards and is shielded or otherwise directed to prevent direct illumination out across public waters. This does not preclude use of navigational lights.
- 5.12 Uses without water-oriented needs must be located on lots or parcels without public waters frontage, or, if located on lots or parcels with public waters frontage, must be either set back double the normal ordinary high water level setback or be substantially screened from view from the water by vegetation or topography, assuming summer, leaf-on conditions.

**5.2 Agriculture Use Standards.**

- 5.21 General cultivation farming, grazing, livestock watering areas, nurseries, horticulture, truck farming, sod farming and wild crop harvesting are permitted uses if steep slopes and shore and bluff impact

zones are maintained in permanent vegetation or operated under an approved conservation plan (Resource Management Systems) consistent with the field office technical guides of the local soil and water conservation districts or Natural Resource Conservation Service, as provided by a qualified individual or agency. The shore impact zone for parcels with permitted agricultural land uses is equal to a line parallel to and 50 feet from the ordinary high water level.

**5.22 Animal feedlots must meet the following standards:**

- A. Modifications or expansions to existing feedlots that are located within 300 feet of the ordinary high water level or within a bluff impact zone are only allowed if they do not further encroach into the existing ordinary high water level setback or encroach on bluff impact zones and meet all other applicable restrictions.
- B. New feedlots must not be located in shoreland.

**5.23 Use of fertilizer, pesticides, or animal wastes within shorelands must be done in such a way as to minimize impact on the shore impact zone or public water by proper application or use of earth or vegetation.**

**5.3 Forest Management Standards.**

- 5.31 The harvesting of timber and associated reforestation must be conducted consistent with the provisions of the Minnesota Nonpoint Source Pollution Assessment-Forestry and the provisions of Water Quality in Forest Management “Best Management Practices in Minnesota,” and with standards, requirements, details and specifics now or hereinafter set out in the Vegetative Management Provisions cited in “A Management Plan for the Upper Mississippi River, Mississippi Headwaters Board”. A Forest Management Plan must be submitted to and approved by the Aitkin County Soil and Water Conservation District for timber harvesting within 200 feet of the ordinary high water level.
- 5.32 Forest land conversion to another use requires issuance of a conditional use permit and adherence to the following standards:
  - A. Shore and bluff impact zones must not be intensively cleared of vegetation; and
  - B. An erosion and sediment control plan shall be submitted to and approved by the Aitkin County Soil and Water Conservation District before issuance of a conditional use permit for the conversion.
- 5.33 Use of fertilizer, pesticides, or animal wastes within shorelands must be done in such a way as to minimize impact on the shore impact zone or public water by proper application or use of earth or vegetation.

**5.4 Extractive Use Standards.**

- 5.41 Sand and Gravel Pits. Extraction of top soils, sand, gravel, aggregate materials and minerals is a conditional use in the shoreland areas of Aitkin County, only if a conditional use permit is authorized pursuant to the provisions of Section [3.4](#) of this ordinance, and then only if all of the following standards and requirements are met:
  - A. Preparation and approval by Aitkin County Zoning Office of a site development and restoration plan for each use developed after the effective date of this ordinance (January 21, 1992). The plan must address each of the following:
    - 1) Dust control
    - 2) Noise control
    - 3) Discharge of materials that may be pollutants
    - 4) Hours of Operation, dates of operation and duration of activity
    - 5) Anticipated vegetative alterations

- 6) Anticipated topographic alterations
- 7) Proposed mitigation of effects on wildlife
- 8) Proposed mitigation of effects on erosion
- 9) Proposed mitigation for cultural sites
- 10) Rehabilitation of site after use expires
- 11) Alternate existing gravel sites
- 12) Depth of excavation
- 13) Depth of water table.

Extractive uses and crushing operations shall not be permitted within 500 feet of the ordinary high water mark or within 30 feet of the top of a bluff as determined by the Aitkin County Soil and Water Conservation District. Crushing operations are permitted only on a temporary basis not to exceed 30 working days within a 2-month period and are permitted between the hours of 7:00 am to 7:00 pm, Monday through Friday. Processing of ready mix concrete, asphalt, and hot mix materials are not permitted in the shoreland.

- B. Owners or other persons controlling sites that have been in operation prior to the effective date of this ordinance pursuant to duly and validly issued permits and licenses which are still in force as of the effective date of this ordinance, shall prepare a rehabilitation plan for the site addressing mitigation of the effects on erosion and sedimentation and restoration of the site and shall conform to fulfill such plans.
- C. The standards, requirements, criteria and conditions of Section 3.7 of this ordinance, if the use is within a shoreland.
- D. All other standards, requirements, details and specifics now or hereafter set out in the [Aitkin County Mining and Reclamation Ordinance](#).

5.42 Setbacks for Processing Machinery. Processing machinery must be located consistent with setback requirements for structures from ordinary high water levels of public waters and from bluffs.

5.5 **Mining of Metallic Minerals and Peat.** Mining of metallic minerals and peat, as defined in [Minnesota Statutes, sections 93.44 to 93.51](#), shall be a conditional use provided the provisions of Minnesota Statutes, sections 93.44 to 93.51, are satisfied.

5.6 **Rice and Cranberry Farms.** Farming practices such as are commonly used in rice or cranberry paddies which requires that the farmland or paddies be flooded and drained each year are a conditional use in the shoreland areas of Aitkin County if a conditional use is authorized pursuant to the provisions of Section [3.4](#) of this ordinance, and then only if all if the following standards and requirements are met:

- A. Preparation and approval of the Aitkin County Soil and Water Conservation District Office and the Aitkin County Zoning Office of a site development plan for each use developed after the effective date of this ordinance (January 21, 1992). The plan must address each of the following points:
  - 1) Anticipated topographic alterations;
  - 2) Anticipated vegetative alterations;
  - 3) Proposed mitigation for cultural sites;
  - 4) Discharge of nutrients, other materials or water into, or that may eventually enter, public waters, that may degrade the quality of lakes or cause, or increase aquatic plant or algal growth, in lakes;
  - 5) Discharge of pollutants including pesticides which are approved for use by appropriate federal and state agencies;
- B. The standards, requirements, criteria and conditions of Section [3.4](#) of this Ordinance.



## SECTION 5.0 6.0 – ZONING AND WATER SUPPLY/SANITARY PROVISIONS

6.1 **Lot Area and Width Standards.** The lot area (in square feet) and lot width/frontage standards (in feet) for single, duplex, triplex and quad residential lots created after the date of enactment of this ordinance for the lake and river/stream classifications are the following: The minimum lot width dimension beyond the building setback line shall be 50% of the required lot width.

### 6.11 Unsewered Lakes:

#### A. General Development - Unsewered:

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	20,000	100	40,000	150
Duplex	40,000	180	80,000	265
Triplex	60,000	260	120,000	375
Quad	80,000	340	160,000	490

#### B. Recreational Development - Unsewered:

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	40,000	150	40,000	150
Duplex	80,000	225	80,000	265
Triplex	120,000	300	120,000	375
Quad	160,000	375	160,000	490

#### C. Natural Environment - Unsewered:

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	80,000	200	80,000	200
Duplex	120,000	300	160,000	400
Triplex	160,000	400	240,000	600
Quad	200,000	500	320,000	800

### 6.12 Sewered Lakes:

#### A. General Development - Sewered:

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	20,000	100	20,000	100
Duplex	40,000	180	40,000	180
Triplex	60,000	260	60,000	260
Quad	80,000	340	80,000	340



B. Recreational Development- Sewered:

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	20,000	100	20,000	100
Duplex	40,000	180	40,000	180
Triplex	60,000	260	60,000	260
Quad	80,000	340	80,000	340

C. Natural Environment - Sewered:

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	40,000	125	20,000	125
Duplex	70,000	225	40,000	220
Triplex	100,000	325	60,000	315
Quad	130,000	425	80,000	410

6.13 **River/Stream Lot Width and Area Standards.** The minimum lot width (in feet) and area standards for single, duplex, triplex and quad residential developments for the six river/stream classifications are:

Lot Type	Remote		Forested		Tributary		
	Lot Area (sf)	Lot Width (ft)	Lot Area (sf)	Lot Width (ft)	Lot Area (sf)	Lot Width (ft) Unsewered	Lot Width (ft) Sewered
Single	80,000	300	60,000	200	40,000	100	75
Duplex	120,000	450	90,000	300	60,000	150	115
Triplex	160,000	600	120,000	400	80,000	200	150
Quad	200,000	750	150,000	500	100,000	250	190

6.14 **Additional Special Provisions.**

- A. Residential subdivisions with dwelling unit densities exceeding those in the tables in Section [6.12](#) and [6.13](#) can only be allowed if designed and approved as residential planned unit developments under Section 7.0 of this ordinance. Only land above the ordinary high water level of public waters can be used to meet lot area standards, and lot width standards must be met at both the ordinary high water level and at the building line. ~~The~~ Sewered lot area dimensions in section [6.12](#) can only be used if publicly owned sewer system service is available to the property.
- B. Subdivisions of duplexes, triplexes, and quads on Natural Environment Lakes must also meet the following standards:
  - 1) each building must be set back at least 200 feet from the ordinary high water level;
  - 2) each building must have common sewage treatment and water systems in one location and serve all dwelling units in the building;
  - 3) watercraft docking facilities for each lot must be centralized in one location and serve all

dwelling units in the building; and

- 4) no more than 25 percent of a lake's shoreline can be in duplex, triplex, or quad developments.
- C. One guest cottage may be allowed on lots meeting or exceeding the duplex lot area and width dimensions presented in Sections [6.11](#) - [6.13](#), provided the following standards are met:
- 1) for lots exceeding the minimum lot dimensions of duplex lots, the guest cottage must be located within the smallest duplex-sized lot that could be created including the principal dwelling unit;
  - 2) a guest cottage must not cover more than 700 square feet of land surface (excluding deck) and must not exceed 15 feet in height. ~~and~~ In addition to all other restrictions, and as of June 1, 2005, the building/~~structure~~ coverage shall not exceed 15% of the lot area and ~~the~~ total impervious surface coverage shall not exceed 25% of the lot area.
  - 3) a guest cottage must be located or designed to reduce its visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer leaf-on conditions.
- D. Lots intended as controlled accesses to public waters or as recreation areas for use by owners of nonriparian lots are permissible and must meet or exceed the following standards:
- 1) they must meet the width and size requirements for residential lots, and be suitable for the intended uses of controlled access lots.
  - 2) if docking, mooring, or over-water storage of more than six (6) watercraft is to be allowed at a controlled access lot, then the width of the lot (keeping the same lot depth) must be increased by 25 percent for each watercraft beyond six.
  - 3) they must be jointly owned by all purchasers of lots in the subdivision or by all purchasers of nonriparian lots in the subdivision who are provided riparian access rights on the access lot; and
  - 4) covenants or other equally effective legal instruments must be developed that specify which lot owners have authority to use the access lot and what activities are allowed. The activities may include watercraft launching, loading, storage, beaching, mooring, or docking. They must also include other outdoor recreational activities that do not significantly conflict with general public use of the public water or the enjoyment of normal property rights of adjacent property owners. Examples of the non-significant conflict activities include swimming, sunbathing, or picnicking. The covenants must limit the total number of vehicles allowed to be parked and the total number of watercraft allowed to be continuously moored, docked, or stored over water, and must require centralization of all common facilities and activities in the most suitable locations on the lot to minimize topographic and vegetation alterations. They must also require all parking areas, storage buildings, and other facilities to be screened by vegetation or topography as much as practical from view from the public water, assuming summer, leaf-on conditions.

Access for non-riparian lots can only be through a controlled access lot. Easements or other instruments drafted for non-riparian lot owners to allow access to public waters shall be prohibited.

E. Recreational Camping Vehicle Use Standards:

- 1) Recreational camping vehicles shall not be used as a principal structure.

- 2) Any recreational camping vehicle that is on a parcel of land, that does not have a principal dwelling unit, for more than 180 days out of a 365 day period, shall be considered a structure and shall conform to the requirements of this Ordinance.
- 3) No more than one recreational camping vehicle may use provision number 2 above. If a lot meets the duplex lot size requirements in Section [6.11](#) then a second recreational camping vehicle would be allowed under number 2 above.
- 4) A parcel of land that has a principal dwelling unit may use one recreational camping vehicle. The recreational camping vehicle is not to be used for rent or commercial purposes. Sewage and/or wastewater shall not be discharged to an unapproved individual sewage treatment system or to the ground surface.
- 5) No more than two recreational camping vehicles may be stored on a parcel of land and only at a location meeting all structural setback distance requirements. Recreational camping vehicles that are being stored inside an accessory structure are excluded from this subsection.
- 6) A fully licensed recreational camping vehicle meeting all requirements of this section, may be used as an occasional sleeping facility and must meet all structural setback distance and septic system requirements.
- 7) All recreational camping vehicles, being stored outside, must be fully licensed within state requirements for transportation purposes.

F. Home occupations must be consistent with the following provisions:

- 1) Conduct of the home occupation shall not change the residential character thereof and shall be conducted within the home.
- 2) Signage shall consist of no more than one single or double-faced sign with a maximum area of two square feet per side.
- 3) No outdoor display of goods.
- 4) Except for goods or articles produced on the premises, no stock in-trade shall be sold on the premises.
- 5) Additional need for parking generated by the home occupation shall be limited to three spaces and shall meet all required setback distances.
- 6) All home occupations shall conform to Section [4.25](#) (must not be a non-permitted use).
- 7) Should the home occupation be repair, the items repaired shall be of a size or nature that repair can occur within the home.
- 8) No outside storage is permitted.
- 9) The home occupation shall not generate sewage of a nature or type that exceeds the allowable strength limits to be discharged to an Individual Sewage Treatment System as established by the Minnesota Pollution Control Agency.

G. Outside Motor Vehicle Storage Standards:

- 1) Outside storage of unlicensed motor vehicles and/or parts is not permitted where the waste, body or discarded material is equal in bulk to two (2) or more motor vehicles or a volume of 1440 cubic feet, whichever is less.
- 2) All outside storage of unlicensed motor vehicles and/or parts must meet setback distance requirements of this Ordinance.

H. For public waters/public waters wetlands as shown on the map in [Appendix VII](#), that are not listed as one of the lakes in Section [4.13](#) of this Ordinance, the structure and septic system

setback distance requirements shall be the same as for a Natural Environment Lake. No other provision of this Ordinance shall apply to the above-mentioned public waters/public waters wetlands.

## 6.2 Placement, Design, and Height of Structures.

- 6.21 **Placement of Structures on Lots.** When more than one setback applies to a site, structures and facilities must be located to meet all setbacks. Where dwelling units exist on the adjoining lots on both sides of a proposed dwelling site, dwelling setbacks may be altered without a variance to a point twenty (20) feet landward from the adjacent development (from the dwelling unit not including decks or patios) shoreline average to the ordinary high water level, provided the proposed dwelling site is not located in the shore impact zone or bluff impact zone. The existing structure on adjoining lots must be of a quality such that a reasonable and prudent person would use the same for the purpose of habitation, and must not be a recreational camping vehicle, guest cottage or accessory structure. Structures shall be located as follows.

- A. OHWL Setbacks. Structures and On-site Sewage System Setbacks (in feet) from the Ordinary High Water Level:

Waterbody Classification	Structures Unsewered	Structures Sewered	Sewage Treatment Systems
Natural Environment Lakes	150	150	150
Recreational Development Lakes	100	75	75
General Development Lakes	75	75	75
Remote Rivers	200	200	150
Forested Rivers	150	150	100
Tributary Rivers	100	75	75

*\*The shore impact zone for Natural Environmental Lakes is 75 feet and 50 feet for both Recreational Development Lakes and General Development Lakes.*

*\*One water-oriented accessory structure designed in accordance with Section [6.22](#) of this ordinance may be set back a minimum distance of ten (10) feet from the ordinary high water level.*

- B. Additional Structure Setbacks. The following additional structure setbacks apply, regardless of the classification of the waterbody:

Setback from:	Setback (ft)
Top of bluff	30
Unplatted cemetery	50
Right-of-way line of federal, state, or county highway	50
Right-of-way line of town road, public street, private road easement, or other roads or streets not classified.	30
Property line, alley, boulevard	10

- C. Bluff Impact Zones. Structure and accessory facilities, except stairways and landings, must not be placed within bluff impact zones.
- D. Uses Without Water-oriented Needs. Commercial, public, and semi-public uses without water-oriented needs must be located on lots or parcels without public water frontage, or, if located on lots or parcels with public waters frontage, must either be setback double the

ordinary high water level setback or be substantially screened from view from the water by vegetation or topography, assuming summer, leaf on conditions.

## 6.22 Design Criteria for Structures.

- A. High Water Elevations. Structures must be placed in accordance with any floodplain regulations applicable to the site. Where these controls do not exist, the elevation to which the lowest floor, including basement or crawl space, is placed or flood-proofed must be determined as follows:
- 1) for lakes, by placing the lowest floor at a level at least three feet above the highest known water level, or three feet above the ordinary high water level, whichever is higher.
  - 2) for rivers and streams, by placing the lowest floor at least three feet above the flood of record, if data is available. If data is not available, by placing the lowest floor at least three feet above ordinary high water level, or by conducting a technical evaluation to determine effects of proposed construction upon flood stages and flood flows and to establish a flood protection elevation. Under all three approaches, technical evaluations must be done by a qualified engineer or hydrologist consistent with parts 6120.5000 to 6120.6200 governing the management of flood plain areas. If more than one approach is used, the highest flood protection elevation determined must be used for placing structures and other facilities; and
  - 3) water-oriented accessory structures may have the lowest floor placed lower than the elevation determined in this item if the structure is constructed of flood-resistant materials to the elevation, electrical and mechanical equipment is placed above the elevation and, if long duration flooding is anticipated, the structure is built to withstand ice action and wind-driven waves and debris.
- B. Water-Oriented Accessory Structures. Each tract of land which meets the size requirements of Section [6.1](#) and [8.3](#) of this Ordinance may have one water-oriented accessory structure not meeting the normal structure setback in Section 5.21,A of this ordinance if this water-oriented accessory structure complies with the following provisions:
- 1) the structure or facility must not exceed ten feet in height, exclusive of safety rails, and cannot occupy an area greater than 120 square feet and the maximum width of the structure is 12 feet as measured parallel to the configuration of the shoreline. Detached decks must not exceed eight feet above grade at any point;
  - 2) the setback of the structure or facility from the ordinary high water level must be at least ten feet;
  - 3) the structure or facility must be treated to reduce visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer, leaf-on conditions;
  - 4) the roof may be used as a deck with safety rails, but must not be enclosed or used as a storage area;
  - 5) the structure or facility must not be designed or used for human habitation and must not contain water supply or sewage treatment facilities;
  - 6) the structure or facility must be located in the center third of the owners riparian lot or at least 50 feet from the side lot line, whichever is less.
- C. Stairways, Lifts, and Landings. Stairways and lifts are the preferred alternative to major topographic alterations for achieving access up and down bluffs and steep slopes to shore areas. Stairways and lifts must meet the following design requirements:

- 1) stairways and lifts must not exceed four feet in width on residential lots. Wider stairways may be used for commercial properties, public open-space recreational properties, and planned unit developments;
  - 2) landings for stairways and lifts on residential lots must not exceed 32 square feet in area. Landings larger than 32 square feet may be used for commercial properties, public open-space recreational properties, and planned unit developments;
  - 3) canopies or roofs are not allowed on stairways, lifts, or landings;
  - 4) stairways, lifts, and landings may be either constructed above the ground on posts or pilings, or placed into the ground, provided they are designed and built in a manner that ensures control of soil erosion, further that the design is approved by the Planning and Zoning Office prior to construction;
  - 5) stairways, lifts and landings must be located in the most visually inconspicuous portions of lots, as viewed from the surface of the public water assuming summer, leaf-on conditions, whenever practical;
  - 6) facilities such as ramps, lifts, or mobility paths for physically handicapped persons are also allowed for achieving access to shore areas, provided that the dimensional and performance standards of sub items (1) to (5) are complied with in addition to the requirements of [Minnesota Rules, Chapter 1340](#).
- D. Significant Historic Sites. No structure shall be placed on a significant historic site in a manner that affects the values of the site unless adequate information about the site has been removed and documented in a public repository.
- E. Steep Slopes. The Zoning Administrator must evaluate possible soil erosion impacts and development visibility from public waters before issuing a permit for construction of sewage treatment systems, roads, driveways, structures, or other improvements on steep slopes. When determined necessary, conditions must be attached to issued permits to prevent erosion and to preserve existing vegetation screening of structures, vehicles, and other facilities as viewed from the surface of public waters, assuming summer, leaf-on vegetation.
- F. Maximum structure height is 35 feet. This does not include churches, telecommunication towers, water towers, chimneys, wind-powered generators, essential services, and buildings permitted as part of a conditional use permit.
- G. Patios. In addition to the water oriented accessory structure (WOAS) allowed in [6.22 B.](#), a patio will be allowed that meets the following:
- 1) Shall be no larger than 2 square foot per lineal foot of lot width, and
  - 2) The patio must be setback from the ordinary high water (OHW) level of at least 10 feet, and
  - 3) The area between the patio and the OHW level must be in native vegetation or grass cover or natural state or not mowed,
  - 4) The patio runoff must not drain towards the water body.
  - 5) Patios must be located within the open area as described in [7.22, A.B.](#) If the patio is located outside this area it must be located where there is a 25 foot unmowed vegetated buffer between the lake and patio or outside the shore impact zone, and
  - 6) Maximum size of a patio and any other water-oriented accessory structures shall not exceed a combined square footage of 400 sq. ft. on a Natural Environment lake and 600 sq. ft. on a General Development lake or Recreational Development lake.

For all patios within the building setback distance from the OHW that exceed 240 sq. ft. in area,



a stormwater management plan must be developed (by a licensed engineer in the State of Minnesota, or a soil and water conservation district trained staff or a licensed landscape architect) and constructed to treat the runoff from the patio.

### 6.3 **Water Supply and Sewage Treatment.** (Moved from previously section 5.7)

- 6.31 Water Supply. Any public or private supply of water for domestic purposes must meet or exceed standards for water quality of the Minnesota Department of Health and the Minnesota Pollution Control Agency.
- 6.32 Sewage treatment. Any premises used for human occupancy must be provided with an adequate method of sewage treatment, as follows:
- A. Publicly owned sewer systems must be used where available.
  - B. All individual sewage treatment systems must meet or exceed the requirements of Aitkin County's Subsurface Sewage Treatment System Ordinance and any subsequent revisions, a copy of which is hereby adopted by reference and declared to be a part of this ordinance.
  - C. On-site sewage treatment systems must be set back from the ordinary high water level in accordance with the setbacks contained in Section 6.22 of this ordinance.
  - D. Lots created after January 21, 1992, through the subdivision/platting process and/or after January 23, 1996, through the metes and bounds descriptions must have two (2) septic system sites capable of supporting standard/Type I individual sewage treatment systems. Both sites must be designated as septic system sites and must remain undisturbed except for use as a septic system site.
  - E. Nonconforming sewage treatment systems shall be regulated and upgraded in accordance with Section 8.5 of this ordinance.
  - F. Transfer without certificate prohibited. The title to real estate with a dwelling unit, mobile home or any other building served by or required to have an ISTS, or before the transfer of title by deed, contract or lease of a term of three (3) years or more shall not be transferred on or after January 1, 1992, without a Certification of Compliance to the grantee or lessee, prior to the time of transfer. Involuntary transfers and transfers by operation of law are excluded from this requirement.
  - G. Time of sale shall means prior to Transfer of Title to Real Estate with dwelling unit, mobile home or any building served by or required to have an ISTS, or, before the transfer of title by deed, contract or lease of a term of three (3) years or more.

## SECTION 7.0 – SHORELAND ALTERATIONS (moved previously from 5.3 through 5.52)

- 7.1 **Purpose. Shoreland Alterations.** Alterations of vegetation and topography will be regulated to prevent erosion into public waters, fix nutrients, preserve shoreland aesthetics, preserve significant sites, prevent bank slumping, and protect fish and wildlife habitat.

### 7.2 ~~5.31~~ **Vegetation Alterations.**

- 7.21 The intent is to have a shoreline buffer, consisting of trees, shrubs, and ground cover for purposes of soil retention and filtering runoff. Vegetation alteration necessary for the construction of structures and sewage treatment systems and the construction of roads and parking areas regulated by Section 7.4 of this ordinance are exempt from the vegetation alteration standards that follow.

- 7.22 Removal or alteration of vegetation, except for agricultural and forest management uses as regulated in Sections [5.2](#) and [5.3](#), respectively, is allowed subject to the following standards:
- A. Cutting of trees and shrubs within the shore and bluff impact zones and on steep slopes is not allowed, except as provided for in subparagraph B below. Intensive vegetation clearing for forest land conversion to another use outside of these areas is allowable as a conditional use if an erosion control and sedimentation plan is approved by the soil and water conservation district in which the property is located.
  - B. A vegetation alteration permit is required prior to vegetation clearing in the shore impact zone, bluff impact zone, and on steep slopes. In shore impact zones, bluff impact zones, and on steep slopes, no removal of vegetation, clearing, or cutting of trees and shrubs will be allowed until a plan is submitted and a permit is approved by the Aitkin County Environmental Services Department. ~~The approved plan shall be submitted with the application for the vegetation alteration permit.~~ The approval of the plan may require re-vegetation to meet the intent of this section. Limited pruning and trimming of trees is allowed to provide a view to the water from the principal dwelling site and picnic areas, access paths, beach and watercraft access areas, and permitted water-oriented accessory structures or facilities, provided that:
    - 1) The screening of structures, vehicles, or other facilities as viewed from the water, assuming summer, leaf-on conditions, shall not be substantially reduced;
    - 2) Along rivers and lakes, existing shading of water surfaces shall be preserved;
    - 3) If the shore impact zone has had no past vegetation removal, as a general rule, the plan would allow removal of up to 1/3 of the trees greater than 5" in diameter 4.5 feet above ground level (DBH), diameter at breast height, and 1/3 of the trees/shrubs less than 5" (DBH) in a non-contiguous pattern. **Screening of structures and facilities, and shading of the shoreline shall be maintained.** ~~as long as screening is maintained and shading of the shoreline is still provided. To allow access to water bodies for individual lot owners, an open area (recreational use area) of 40 feet or 33% of the lot width, whichever is less, may be allowed to be cleared of trees and shrubs, as long as the above 1/3 tree/shrub removal is still in compliance. The clearing shall not extend more than 25 feet landward from the ordinary high water level. A grass cover shall remain to prevent erosion to the water body.~~

~~As an incentive to move the above described open areas off the shoreline, if the open area begins at least 25 feet back from the ordinary highwater (OHW) level an open area of 60 feet or 50% of the lot width, whichever is less and 30 feet in depth, may be allowed to be cleared of trees and shrubs, as long as the above 1/3 tree/shrub removal is still in compliance. The area between the OHW level and open area must be left in its natural condition excluding a 10 foot wide access path from the open area to the waterbody.~~

~~From the shore impact zone to the required building setback from the ordinary highwater level, adequate trees shall remain to meet the requirements in (2),(a) above.~~
    - 4) **Vegetation clearing for the purpose of creating access to water bodies or creating a recreational use area within the shore impact zone may be allowed with an approved vegetation alteration permit.** Only one recreational use area is allowed on each lot. Vegetation must be maintained to screen structures or other facilities as viewed from the water, assuming summer leaf-on conditions and shading of the shoreline shall be maintained. The dimensions of a recreational use area shall be determined by the following two options:
 

**Option A:** Allows one recreational use area with an approved vegetation alteration permit, with a clearing that does not exceed 40 feet wide or 33% of the lot width, whichever is less, and shall not extend more than 25 feet landward from the ordinary high



water level. (A certificate of survey may be required to determine the ordinary high water level in some instances.) An access path not to exceed a cleared width of 10 feet to access the recreational use area shall be allowed, and a grass cover shall remain to prevent erosion to the water body.

**Option B:** Allows one recreational use area with an approved vegetation alteration permit, starting at a setback of 25 feet from the ordinary high water level. The size of the clearing is not to exceed 60 feet wide or 50% of the lot width, whichever is less, and shall not exceed 30 feet in depth. The area between the ordinary high water level and the recreational use area must be left in its natural condition, excluding an access path not to exceed a cleared width of 10 feet. An access path not to exceed a cleared width of 10 feet to access the recreational use area shall be allowed, and a grass cover shall remain to prevent erosion to the water body.

From the shore impact zone to the required building setback from ordinary high water level, adequate trees and shrubs shall remain to meet the requirements in B(1) above. (See [Appendix V](#)).

- 5) ~~Burning of yard waste (including leaves, twigs, stumps, and grass) is not permitted within the shore and bluff impact zones or on steep slopes. A fire ring or pit is allowed as long as it does not exceed 3 feet in diameter.~~ (moved down to B. C. below to restructure)
- 6) **Exception-** Limited pruning is allowed as long as adequate screening and shading as viewed from the water is maintained and preserved, during leaf on periods of the year. Dead, diseased or hazardous trees may be removed with the landowners being encouraged to replace them by planting a species suitable for the site.
- C. Burning of yard waste (including leaves, twigs, stumps, and grass) is not permitted within the shore and bluff impact zones or on steep slopes. A fire ring or pit is allowed as long as it does not exceed 3 feet in diameter.
- D. Use of fertilizers, herbicides and pesticides in the shoreland management district must be done in such a way as to minimize runoff into the shore impact zone or public water by the use of earth, vegetation, or both. If fertilizer is used it must be phosphorus free.

### 7.3 ~~5.32~~ Grading and Filling/Land Alteration Permits.

- 7.31 A. Grading and filling and excavations necessary for the construction of structures, sewage treatment systems, and driveways under validly issued construction permits for these facilities do not require the issuance of a separate land alteration permit. However, the grading and filling standards in Section [7.36](#) must be incorporated into the issuance of permits for the construction of structures, sewage treatment systems, and driveways.
- 7.32 ~~B.~~ Work below the OHW level requires approval by the Department of Natural Resources.
- 7.33 ~~C.~~ Maintenance of driveways, public roads and parking areas are regulated by Section [7.4](#) of this ordinance.
- 7.34 ~~D.~~ Except for the activities described in Section [7.31](#) and [7.33](#) above, a plan must be submitted to the Aitkin County Planning and Zoning Office for approval prior to issuance of a land alteration permit. A land alteration permit may require the revegetation of the shore impact zone to meet the intent of Section 7.2.
- 7.35 Activities requiring a land alteration permit:
  - A. On steep slopes and shore and bluff impact zones - activities that involve the excavation and/or

placement of earthen material of more than 240 square feet of area.

With a permit, a minimum amount of excavation and/or placement of material to achieve the goal of the project may be permitted but shall not exceed 30 cubic yards of material. The 30 cubic yards is the maximum amount of excavation or placement of material allowed on an existing parcel of land. The excavation or placement of material shall be done within any existing or proposed recreational use area or access path and not in a separate area; and

- B. Outside of steep slopes and shore and bluff impact zones - activities that involve the excavation or placement of more than fifty (50) cubic yards of material.

However, when at any one time, more than 200 cubic yards of excavation or fill is proposed outside the permitted excavation of the structure, an erosion or sedimentation plan must be submitted to the Aitkin County Zoning Office for referral to the Aitkin County Water and Soil Conservation District for technical review and approval.

- C. Excavation or placement of fill, as described in 7.35 [A](#) and [B](#) above, is allowed no more than twice.
- D. Access to water bodies for purposes of launching trailered watercraft require a land alteration permit, and are only allowed on lakes without a public water access or with a public water access where launching of watercraft is not practical due to topography or other site restrictions. A plan must be submitted to the Aitkin County Soil and Water Conservation District for review and to the Aitkin County Planning and Zoning for approval. The plan must show how surface water run-off will be managed to prevent erosion and sedimentation into the water body. The intent is to prevent exposed soil and/or concrete/asphalt driveways to the lake and to use vegetated areas for filtration. In certain cases, if needed to accomplish the purpose of the access, vegetation intermixed with soil/concrete/asphalt may be permitted.
- E. Annual Ice Ridge. An annual ice ridge created within the last year by ice action may be regraded to their original shoreline contour with a land alteration permit and not have to meet the requirements of [7.35 A](#) thru C above, provided the following are met:
  - 1) There shall be no topsoil or vegetated matter deposited into the lake.
  - 2) Work is completed by September 1 after the damage takes place.
  - 3) No disturbed material shall be placed below the ordinary high water level.
  - 4) An erosion, sediment control, and vegetation stabilization plan must be submitted to and approved by the Aitkin County Environmental Services Department before issuance of the permit and before any construction begins and shall be implemented immediately.
  - 5) Any activity below the OHWL requires applicable MN DNR approval and permits.
- F. Riprap. Placement of natural rock riprap, including associated grading of the shoreline and placement of a filter blanket, requires a shoreland alteration permit and shall be done in accordance with MN DNR standards. The MN DNR standards require – a) the finished slope does not exceed three (3) feet horizontal to one (1) foot vertical, b) the landward extent of the rip rap is within ten (10) feet of the ordinary high water level, and c) the height of the riprap above the ordinary high water level does not exceed three (3) feet (see Appendix IV). Rip-Rap will only be allowed in situations where active erosion problems exist. Any permit for riprap must contain a plan to establish a vegetative buffer with the depth to be determined by the Aitkin County Environmental Services Department for the entire width of the lot, except for lake or river access areas. Plans for such buffers shall be approved by the Aitkin County Environmental Services Department and shall be implemented immediately. The placement of natural rock riprap and retaining walls, where allowed, shall comply with [M.S. 103G.245](#). Natural rock riprap shall only be used for the correction of an established erosion problem that cannot be controlled through the use of suitable vegetation, slope stabilization using coir logs, willow wattle or similar bioengineering means. Riprap and retaining walls used for ornamental purposes or for terracing natural slopes are prohibited within the shore impact zone and bluff impact zones, unless as

allowed in Section [7.34](#).

7.36 The following considerations and conditions must be adhered to during the issuance of construction permits, grading and filling permits, conditional use permits, variances and subdivision approvals, or any grading and filling activity:

- A. Grading or filling in any type 2, 3, 4, 5, 6, 7, or 8 wetland must be evaluated to determine how extensively the proposed activity would affect the following functional qualities of the wetland\*:
  - 1) sediment and pollutant trapping and retention;
  - 2) storage of surface runoff to prevent or reduce flood damage;
  - 3) fish and wildlife habitat;
  - 4) recreational use;
  - 5) shoreline or bank stabilization; and
  - 6) noteworthiness, including special qualities such as historic significance, and critical habitat for endangered plants and animals.

\*This evaluation must also include a determination of whether the wetland alteration being proposed requires permits, reviews, or approvals by other local, state, or federal agencies such as a watershed district, the Minnesota Department of Natural Resources, or the United States Army Corps of Engineers (USACE).

- B. Alterations must be designed and conducted in a manner that ensures only the smallest amount of bare ground is exposed for the shortest time possible;
- C. Mulches or similar materials must be used, where necessary, for temporary bare soil coverage, and a permanent vegetation cover must be established as soon as possible;
- D. Methods to minimize soil erosion and to trap sediments before they reach any surface water feature must be used;
- E. Altered areas must be stabilized to acceptable erosion control standards consistent with the field office technical guides of the local soil and water conservation districts and the Natural Resource Conservation Service;
- F. Fill or excavated material must not be placed in a manner that creates an unstable slope;
- G. Plans to place fill or excavated material on steep slopes must be reviewed by qualified professionals for continued slope stability and must not create finished slopes of 30 percent or greater;
- H. Fill or excavated material must not be placed in bluff impact zones;
- I. No filling of wetlands is permitted in the shore impact zone and in wetlands that have a contiguous connection to a protected waters, this shall not include activities in Section 57.42;
- J. Any alterations below the ordinary high water level of public waters must first be authorized by the Department of Natural Resources under [Minnesota Statutes, section 103G.245](#);
- K. Alterations of topography must only be allowed if they are accessory to permitted or conditional uses and do not adversely affect adjacent or nearby properties, this includes the creation or changing of drainage ways; and
- ~~L. Placement of natural rock riprap must meet Minnesota Department of Natural Resource guidelines. (Already stated in Section 7.35, F.)~~

7.37 Connections to public waters. Excavations where the intended purpose is connection to a public water, such as boat slips, canals, lagoons, and harbors, must be controlled by local shoreland

controls. Permission for excavations may be given only after the DNR commissioner has approved the proposed connection to public waters.

#### **7.4 Placement, Design and Maintenance of Roads, Driveways, and Parking Areas.**

- 7.41 Public and private roads and parking areas must be designed to take advantage of natural vegetation and topography to achieve maximum screening from view from public waters. Documentation must be provided by a qualified individual that all roads and parking areas are designed and constructed to minimize and control erosion to public waters consistent with the field office technical guides of the local soil and water conservation district, or other applicable technical materials. For further technical criteria, refer to County Engineer/Soil Conservation Office.
- 7.42 Roads, driveways, and parking areas must meet structure setbacks and must not be placed within bluff and shore impact zones, when other reasonable and feasible placement alternatives exist. If no alternatives exist, they may be placed within these areas, and must be designed to minimize adverse impacts. Maintenance of existing road, driveways, and parking areas shall be allowed without a permit provided that the design or location is not altered.
- 7.43 Public and private watercraft access ramps, approach roads, and access-related parking areas may be placed within shore impact zones provided the vegetative screening and erosion control conditions of this subpart are met. For private and public facilities, the grading and filling provisions of Section [7.3](#) of this ordinance must be met.

#### **7.5 Stormwater Management.** The following general and specific standards shall apply:

##### **7.51 General Standards:**

- A. When possible, existing natural drainage ways, wetlands, and vegetated soil surfaces must be used to convey, store, filter, and retain stormwater runoff before discharge to public waters.
- B. Development must be planned and conducted in a manner that will minimize the extent of disturbed areas, runoff velocities, erosion potential, and reduce and delay runoff volumes. Disturbed areas must be stabilized and protected as soon as possible and facilities or methods used to retain sediment on the site.
- C. When development density, topographic features, and soil and vegetation conditions are not sufficient to adequately handle stormwater runoff using natural features and vegetation, various types of constructed facilities such as diversions, settling basins, skimming devices, dikes, waterways, and ponds may be used. Preference must be given to designs using surface drainage, vegetation, and infiltration rather than buried pipes and man-made materials and facilities.

##### **7.52 Specific Standards:**

- A. As of June 1, 2005, Building/**Structure** coverage of lots shall not exceed 15 percent of the lot area, and total impervious surface coverage of **all** lots must not exceed 25 percent of the lot area. Lot area must not include bluff areas or land below the ordinary high water level when calculating the square footage of the lot. Wetlands are classified per the **US** Army Corps of Engineers (**USACE**) approved methods.
- B. When constructed facilities are used for storm water management, documentation must be provided by a qualified individual that they are designed and installed consistent with the field office technical guide of the local soil and water conservation districts.
- C. New constructed storm water outfalls to public waters must provide for filtering or settling of suspended solids and skimming of surface debris before discharge. No direct connection shall exist to the public waters.

## SECTION ~~6.0~~ 8.0 – NONCONFORMITIES

- 8.1 It is the intent of Section 8.0 to not encourage the continuation of nonconformities but to encourage, over time, compliance with Section 6.0 of this Ordinance.

All legally established nonconformities as of the date of adoption of this ordinance and respective amendments may continue, but they will be managed according to applicable state statutes and other regulations of this county for the subjects of alterations and additions, repair after damage, discontinuance of use, and intensification of use; except that the following standards will also apply in shoreland areas:

- 8.11 **Change of Use.** Such use shall not be expanded, intensified or changed to another nonconforming use, or be re-established if discontinued for a continuous twelve (12) month period or more.
- 8.12 **Destruction of Structure.** If a nonconforming structure is destroyed or altered by any cause, including neglect, to an extent exceeding fifty percent of its estimated market value as indicated by the records of the County Assessor, a future structure or use of the site shall conform to this ordinance. Replacement of nonconforming structures under validly issued variances are considered to be in compliance with this ordinance.
- 8.13 **Setback.** Bluff and Shore Impact Zone setback requirements must be addressed.
- 8.14 **Moving of Structure.** If a nonconforming structure is moved from its location, in any direction horizontally, the future location shall conform to this Ordinance.

### 8.2 Construction on nonconforming lots of record.

- 8.21 Lots of record in the office of the county recorder on the date of enactment of local shoreland controls that do not meet the requirements of Section [8.3](#) of this ordinance may be allowed as building sites for dwelling purposes without variances from lot size requirements provided the use is permitted in the zoning district, the lot has been in separate ownership from abutting lands at all times since it became substandard, was created compliant with official controls in effect at the time, and sewage treatment and setback requirements of this ordinance are met.
- 8.22 A variance from setback requirements must be obtained before any use, sewage treatment system, or ~~building~~ **zoning** permit is issued for a lot.
- 8.23 Variances shall only be granted in accordance with [Minnesota Statutes, Chapter 394.36 subdivision 5](#). A variance shall not circumvent the general purpose and intent of this ordinance. No variance shall be granted that would allow any use that is prohibited in the zoning district in which the subject property is located. Conditions may be imposed in the granting of a variance to ensure compliance and to protect adjacent properties and the public interest. In considering a variance request, the board of adjustment must also consider whether the property owner has reasonable use of the land without the variance, whether the property is used seasonally or year-round, whether the variance is requested solely on the basis of economic considerations, and the characteristics of development on adjacent properties.
- 8.24 If, in a group of two or more contiguous lots under the same ownership, any individual lot does not meet the requirements of Section [8.3](#) of this ordinance, the lot must not be considered as a separate parcel of land for the purpose of sale or development. The lots must be combined with the one or more contiguous lots so they equal one or more parcels of land, each meeting the requirements of Section [8.3](#) of this ordinance.
- 8.25 No portion of an existing lot shall be separated from the existing parcel unless all portions meet or exceed the lot size requirements in Section [6.1](#) of this Ordinance and the requirements of section 2.05 of the [Subdivision Regulations](#) of Aitkin County. However, a portion of a lot may be separated from the existing parcel as long as the existing parcel meets the requirements of Section [6.1](#) of this Ordinance and the newly created parcel is combined with an adjacent parcel. The existing parcel must meet the septic system requirements of a newly created lot as in Section [6.32, D.](#) of

this Ordinance.

**Exception:** An existing parcel may be combined with an adjacent parcel(s) under different ownership, to make the adjacent parcel(s) more conforming.

**8.3 Minimum lot area and width standards for single residential nonconforming lots of record.** The minimum lot area (square feet) and minimum lot width standards (in feet) for single residential lots created prior to the date of enactment of this Ordinance for the lake classifications are the following:

Lake Classification	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)	Building Coverage	Impervious Surface Coverage
Natural Environment	60,000	150	See Section <a href="#">6.1</a>	See Section 6.1	15%	25%
Recreational Development	30,000	100	See Section <a href="#">6.1</a>	See Section 6.1	15%	25%
General Development	15,000	75	30,000	100	15%	25%

**8.4 Additions/expansions to non-conforming principal structures built prior to January 21, 1992 without a variance.** If a variance has been granted for an addition/expansion to a principal structure since January 21, 1992, then Sections [8.41](#), [8.42](#), and [8.43](#) do not apply and a variance is required for any future additions and/or expansions.

- 8.41 All additions or any enlargement of an existing sub-standard principal structure shall be allowed providing all of the following criteria will be met: (If all of the following criteria are met, a one-time expansion since January 21, 1992 will be allowed without a variance.)
- A. The addition/expansion will not decrease the setback of the existing structure from the ordinary high water level;
  - B. The addition/expansion will not exceed 50 percent of the total volume of the existing structure, or exceed 50 percent of the assessed market value as indicated in the records of the County Assessor;
  - C. The existing structure is setback to a minimum of a line parallel with the Shore Impact Zone;
  - D. Impervious surface coverage of the parcel or lot shall not exceed 25 percent;
  - E. The existing structure and proposed addition/expansion must meet all other setback distance requirements of this Ordinance.
- 8.42 Deck additions shall be allowed without a variance to a structure not meeting the required setback from the ordinary high water level if all of the following criteria and standards are met:
- A. A thorough evaluation of the property and structure reveals no reasonable location for a deck meeting or exceeding the existing ordinary high water level setback of the structure;
  - B. The deck encroachment toward the ordinary high water level (OHWL) does not exceed 15 percent of the existing setback of the structure from the ordinary high water level or does not encroach closer than 30 feet to the OHWL, whichever is more restrictive;
  - C. The deck is not roofed or screened; and
  - D. All other setback distance requirements of this Ordinance must be met.



- 8.43 Patios shall be allowed without a variance and not meeting the required setback distance from the ordinary high water level if all of the following criteria and standards are met:
- A. The patio encroachment from the principle structure toward the ordinary high water level does not exceed 20 percent of the existing setback distance of the structure from the ordinary high water level or does not encroach closer than 30 feet to the OHWL, whichever is more restrictive.
  - B. The patio is not roofed or screened,
  - C. Impervious surface requirements must be met,
  - D. All other setback distance requirements of this Ordinance must be met, and
  - E. The patio must be within 2 feet of the principal structure.

## 8.5 Nonconforming sewage treatment systems.

- 8.51 A sewage treatment system not meeting the requirements of Section [6.32](#) of this ordinance must be upgraded, at a minimum, at any time a permit or variance of any type is required for any improvement on, or use of, the property. For the purposes of this provision, a sewage treatment system shall not be considered nonconforming if the only deficiency is the sewage treatment system's improper setback from the ordinary high water level, lot line or road right-of-way.
- 8.52 The governing body of Aitkin County has by formal resolution notified the commissioner of its program to identify non-conforming sewage treatment systems. Aitkin County will require upgrading or replacement of any nonconforming system identified by this program within a reasonable period of time which will not exceed 10 months. Sewage systems installed according to all applicable local shoreland management standards adopted under [Minnesota Statutes, Section 103F.201 to 103F.221](#), in effect at the time of installation may be considered as conforming unless they are determined to be failing.
- 8.53 If a structure exists that is served by a holding tank and there is room on the property or adjoining property under the same ownership that is capable of supporting a standard ISTS, then no permits shall be issued until a standard/Type I ISTS is installed.

## SECTION ~~9.0~~ 7.0 – CONSERVATION SUBDIVISIONS AND PLANNED UNIT DEVELOPMENTS (PUD's)

- 9.1 **Types of PUD's Permissible.** Conservation Subdivisions and Planned unit developments (PUD's) are allowed for new projects on undeveloped land, redevelopment of previously built sites, or conversions of existing buildings and land. The land use districts in which they are an allowable use are identified in the land use district descriptions in Section [4.25](#) of this ordinance and the official [zoning map](#). On Natural Environmental Lakes no more than 25% of a lakes shoreline can be in duplex, triplex, quadplex, conservation subdivisions and/or planned unit developments.
- 9.2 **Processing of PUD's.** Conservation Subdivisions and Planned unit developments must be processed as a conditional use, except that an expansion to an existing commercial PUD involving six (6) or less new dwelling units or sites since the date this ordinance was adopted ([January 21, 1992](#)) is permissible as a permitted use provided the total project density does not exceed the allowable densities calculated in the project density evaluation procedures in Section [9.5](#). Approval cannot occur until the environmental review process (EAW/EIS) is complete. All developments must contain at least 400 feet of lot width.
- 9.3 **Application for a Conservation Subdivision or a PUD.** The developers are encouraged to hold preliminary discussions with the Zoning Administrator and County Land Survey Coordinator to become familiar with the application submittal requirements, so that developers have an opportunity to

understand the review process and community interests. The applicant for a Conservation Subdivision or a PUD must submit the following documents prior to final action being taken on the application request:

- 9.31 Topographic contours at ten-foot intervals or less from United States Geological Survey maps or more accurate sources, showing limiting site characteristics such as bluffs and slopes greater than 25 percent;
  - 9.32 The surface water features required in Minnesota Statutes, section 505.02, subdivision 1, to be shown on plats, obtained from United States Geological Survey quadrangle topographic maps or more accurate sources;
  - 9.33 Adequate soils information to determine suitability for building and 2 standard onsite sewage treatment system capabilities for every lot from the most current existing sources or from field investigations such as soil borings, percolation tests, or other methods;
  - 9.34 Information regarding adequacy of domestic water supply; extent of anticipated vegetation and topographic alterations; near-shore aquatic conditions, including depths out to 15 feet, type of bottom sediments, and aquatic vegetation; and proposed methods for controlling stormwater runoff and erosion, both during and after construction activities;
  - 9.35 A site plan and/or preliminary plat for the project showing locations of property boundaries, surface water features, existing and proposed structures and other facilities, land alterations, existing and post- construction vegetation plan which also designates which areas are included in the open space requirements as described in Section [9.82](#), screening of structures as viewed from the water, sewage treatment and water supply systems (where public systems will not be provided), and topographic contours at ten-foot intervals or less. When a PUD is a combined commercial and residential development, the site plan and/or preliminary plat must indicate and distinguish which buildings and portions of the project are residential, commercial, or a combination of the two.
  - 9.36 A property owners association agreement (for residential PUD's and Conservation Subdivision's) with mandatory membership, and all in accordance with the requirements of Section [9.8](#) of this ordinance.
  - 9.37 Deed restrictions, covenants, permanent easements or other instruments that: 1) properly address future vegetative and topographic alterations, construction of additional buildings, beaching of watercraft, and construction of commercial buildings in residential PUD's; 2) ensure the long-term preservation and maintenance of open space in accordance with the criteria and analysis specified in Section [9.8](#) of this ordinance; from a qualified holder as defined in [Minnesota Statutes, section 84C.01-02. and 3](#) For conservation easements, a statement of preliminary acceptance.
  - 9.38 When necessary, a master plan/drawing describing the project and the floor plan for all commercial structures to be occupied.
  - 9.39 Those additional documents as requested by the Zoning Administrator that are necessary to explain how the PUD will be designed and will function.
- 9.4 **Site "Suitable Area" Evaluation.** Proposed new or expansions to existing planned unit developments and conservation subdivisions must be evaluated using the following procedures and standards to determine the suitable area for the dwelling unit/dwelling site density evaluation in Section [9.5](#).
- 9.41 The project parcel must be divided into tiers by locating one or more lines approximately parallel to a line that identifies the ordinary high water level at the following intervals, proceeding landward:

SHORELAND TIER DIMENSIONS		
Waterbody Classification	Unsewered (ft)	Sewered (ft)



<b>General Development lakes – first tier</b>	200	200
<b>General Development lakes – second and additional tiers</b>	267	200
<b>Recreational Development Lakes</b>	267	267
<b>Natural Environment Lakes</b>	400	320
<b>All river classes</b>	300	300

9.42 The suitable area within each tier is next calculated by excluding from the tier area all accessory structures, commercial facilities not involving dwelling units or sites, wetlands, bluffs, and land below the ordinary high water level of public waters. This suitable area and the proposed project are then subjected to the conservation subdivision, residential or commercial planned unit development density evaluation steps to arrive at an allowable number of dwelling units or sites. In areas with overlapping tiers due to close proximity of public waters to each other, the more restrictive rules for the area shall be used, excluding the first tier.

## 9.5 Conservation Subdivision, Residential and Commercial PUD Density Evaluation.

The procedures for determining the “base” density of a Conservation Subdivision or PUD and density increase multipliers are as follows. Allowable densities may be transferred from any tier to any other tier further from the waterbody, but must not be transferred to any other tier closer. Structures that straddle tiers shall be rated as part of the tier closer to the ordinary high water level.

### 9.51 Residential PUD and Conservation Subdivision “Base” Density Evaluation.

The suitable area within each tier is divided by the single residential lot size standard for lakes or, for rivers, the single residential lot width standard times the tier depth, unless the local unit of government has specified an alternative minimum lot size for rivers which shall then be used to yield a base density of dwelling units or sites for each tier. Proposed locations and numbers of dwelling units or sites for the conservation subdivision and residential planned unit developments are then compared with the tier, density, and suitability analyses herein and the design criteria in Section [9.8](#).

### 9.52 Commercial PUD “Base” Density Evaluation:

- A. Determine the average inside living area size of dwelling units or sites within each tier, including both existing and proposed units and sites. Computation of inside living area sizes need not include decks, patios, stoops, steps, garages, or porches and basements, unless they are habitable space.
- B. Select the appropriate floor area ratio from the following table:

**Commercial Planned Unit Development Floor Area Ratios\***  
**Public waters classes**

<b>*Average unit floor area (sq.ft.)</b>	<b>Sewered General Development Lakes; First tier on Unsewered General Development Lakes; urban, agricultural, Tributary River Segments</b>	<b>Second and additional tiers on Unsewered General Development Lakes; Recreational Development Lakes; Transition and Forested River Segments</b>	<b>Natural Environment Lakes and Remote River Segments</b>
<b>200</b>	.040	.020	.010
<b>300</b>	.048	.024	.012

<b>400</b>	.056	.028	.014
<b>500</b>	.065	.032	.016
<b>600</b>	.072	.038	.019
<b>700</b>	.082	.042	.021
<b>800</b>	.091	.046	.023
<b>900</b>	.099	.050	.025
<b>1,000</b>	.108	.054	.027
<b>1,100</b>	.116	.058	.029
<b>1,200</b>	.125	.064	.032
<b>1,300</b>	.133	.068	.034
<b>1,400</b>	.142	.072	.036
<b>1,500</b>	.150	.075	.038

\*For average unit floor areas less than shown, use the floor area ratios listed for 200 square feet. For areas greater than shown, use the ratios listed for 1,500 square feet. For recreational camping areas, use the ratios listed for 400 square feet. Manufactured home sites in recreational camping areas shall use a ratio equal to the size of the manufactured home, or if unknown, the ratio listed for 1,000 square feet.

- C. Multiply the suitable area within each tier by the floor area ratio to yield total floor area for each tier allowed to be used for dwelling units or sites.
- D. Divide the total floor area by tier computed in Item [C above](#) by the average inside living area size determined in Item [A above](#). This yields a base number of dwelling units and sites for each tier.
- E. Proposed locations and numbers of dwelling units or sites for the commercial planned unit development are then compared with the tier, density and suitability analyses herein and the design criteria in Section [9.8](#).

### 9.53 Density Increase Multipliers:

- A. Increases to the dwelling unit or dwelling site base densities previously determined are allowable if the dimensional standards in Section [6.0](#) are met or exceeded and the design criteria in Section [9.8](#) are satisfied. The allowable density increases in Item [B below](#) will only be allowed if structure setbacks from the ordinary high water level are increased to at least 50 (fifty) percent greater than the minimum setback, or the impact on the waterbody is reduced an equivalent amount through vegetative management, topography, or additional means acceptable to the local unit of government and the setback is at least 25 (twenty-five) percent greater than the minimum setback.
- B. Allowable Dwelling Unit or Dwelling Site Density Increases for Conservation Subdivision, Residential or Commercial Planned Unit Developments; maximum density increase in each tier shall not exceed (25%). To receive density increases, the shore impact zone must be revegetated to acceptable standards as recommended by the Aitkin County Soil and Water Conservation District and approved by the Aitkin County Planning Commission. Revegetation of the shore impact zone is not necessary if the Aitkin County Soil and Water Conservation District and the Aitkin County Planning Commission determine the existing vegetation is adequate and covenants, deed restrictions or permanent easements are established to ensure long-term preservation.
- C. No dwelling unit or dwelling site density increase multiplier will be allowed for lands having average slopes over 18 (eighteen) percent, as measured over horizontal distances of 50 (fifty) feet or more, that are not bluffs; and no density increase multiplier will be allowed for Residential Planned Unit Developments or Conservation Subdivisions on Natural Environment Lakes.

## 9.6 Special Provisions: Mobile Homes and Mobile Home Parks.

9.61 **Purpose.** It is the purpose of this regulation to permit the development of mobile home parks in a manner that will promote and improve the general health, safety, convenience and welfare of the citizens by minimizing any adverse effects of such developments.

9.62 **General Requirements, mobile homes and mobile home parks.** It shall be unlawful for any person to construct, alter, or extend any mobile home park, structures or uses within the park unless he holds a valid permit issued by the Zoning Administrator upon compliance with all provisions of this ordinance. In addition to all other requirements imposed by law, the following regulations shall be observed.

Mobile home and mobile home parks permitted: Permits shall be issued for mobile homes and mobile home parks only in districts designated elsewhere in this ordinance.

Area and yard requirements: Mobile home parks shall comply with all area and yard requirements prescribed for such uses in the district in which located.

Lot area occupancy: The buildings and trailers in any mobile home park – together with any accessory ~~buildings~~ **structures** already on the lot – shall not occupy in the aggregate more than twenty-five (25) percent of the area of the lot.

Landscaping – unused areas: All areas not used for access parking, circulation, buildings and service shall be completely and permanently landscaped and the entire site maintained in good condition. A landscaped strip of land not less than thirty (30) feet in width when adjoining residential districts, shall be established and maintained within the trailer park along its exterior boundaries.

Accessory ~~structures~~ buildings: All mobile homes which are established as a single-dwelling unit or within a mobile home park shall have an accessory ~~structure building~~ **structure** or garage for storage purposes for each mobile home unit. The size of the accessory ~~structure building~~ **structure** shall be a minimum of four (4) feet by six (6) feet.

9.63 **Mobile Home Park, Submission of Plan.** An application for the establishment of a mobile home park shall be filed with the Zoning Administrator and must be accompanied by a plan drawn to scale and prepared by a, registered land surveyor, civil engineer or architect. Such drawing shall include, but not necessarily be limited to the following:

- A. Accurate dimensions if the proposed mobile home park shall be drawn to a scale of one (1) inch equals one hundred (100) feet or larger
- B. The number, location and size of all mobile home lots.
- C. The location and width of roadways, walkways, approaches and method of ingress and egress from the public highways.
- D. The complete electrical service installation, wire service outlets and lighting facilities, complete layout of unit parking spaces and the number of square feet therein, together with the dimensions thereof.
- E. The location of electric power or gas distribution system, water mains or wells or water supply outlets for domestic water users, location of sanitary facilities, washrooms, garbage disposal units, sanitary sewers or septic tanks, sewer drain lines, fire protection stalls, fire hydrants, and other buildings, structures or uses contemplated for use by the applicant.
- F. The applicant shall submit seven (7) copies of the plan to the Zoning Office of which the Zoning Office shall distribute two (2) copies to the Planning Commission and one (1) each to the State Department of Transportation if abutting a State or Federal highway, Aitkin County Highway

Department if abutting a county road, State Department of Natural Resources, Township Clerk, and the Aitkin County Soil and Water Conservation District.

9.64 **Mobile Home Parks – Requirements.** Mobile home parks shall be designed and maintained in accordance with the following requirements:

- A. Park area: The minimum mobile home park area shall be not less than three (3) acres.
- B. Lot area: The minimum lot area per mobile home unit site within the park shall be four thousand (4,000) square feet.
- C. Access: Each park shall abut upon a public road and each mobile home lot shall have direct access to a private hard surface road.
- D. Mobile home siting: Mobile homes shall be located at least fifty (50) feet from any public road right-of-way, and at least thirty (30) feet from mobile home park boundary. There shall be a minimum distance of ten (10) feet between an individual mobile home and the right-of-way of a mobile home park street or common parking area or other common areas. Mobile homes and their additions shall be separated from each other and from other building and structure by at least twenty (20) feet, provided that mobile homes placed end to end may have a clearance of twenty (20) feet where opposing rear walls are staggered.
- E. Utilities: No building, plumbing, heating and electrical requirements other than those adopted pursuant to [Minnesota Statutes Section 327.31 – 327.34](#) shall be required. A sanitary sewer or septic system and water system shall be installed in accordance with County and State specifications.
- F. Interior roads: The minimum roadway width of interior one-way roads with parking permitted on one side shall be twenty-one (21) feet. The minimum roadway width of two-way roads with parking permitted on two sides shall be thirty-six (36) feet and surfaced according to County specifications for residential roads and maintained in good condition and lighted at night.
- G. Recreation area: There shall be provided within each mobile home or trailer park an adequate site or sites for recreation for the exclusive use of the park occupants. Such recreation site or sites shall have a minimum area of two thousand five hundred (2,500) square feet in the aggregate or one hundred (100) square feet for each mobile home space in said park whichever is the greatest. The recreation sites shall be furnished, equipped and maintained for the use of the mobile home facilities.
- H. Length of occupancy: No mobile home or trailer shall remain in a mobile home or trailer park for a period exceeding fifteen (15) days without connection to a permanent sanitary sewer system of the park.
- I. Mobile home skirting: Every unit within the park shall be skirted.
- J. Maintenance: It shall be the responsibility of the mobile home park owner to see that good housekeeping and living conditions are maintained in the mobile home park at all times. Each mobile home lot shall be landscaped or maintained in grass. No unused building materials, debris, or rubbish shall be allowed to accumulate.
- K. Vehicle storage: no more than two (2) motor vehicles shall be stored or kept on any mobile home lot. No vehicle shall be dismantled, nor shall mechanical work except for minor repair nature be done on any vehicle on a mobile home lot; nor shall any automotive vehicle that is not in an operable condition be parked, stored or kept on the mobile home lot or in a mobile home park, except a vehicle that became inoperable when it was in the mobile home park and then it shall not be parked in that condition for a period of more than seven (7) days.

9.7 **Travel Trailer Park and Campgrounds.** In the case of travel trailer park or campground project consisting of two (2) or more units to be constructed on a plot of ground of at least three (3) acres not subdivided into the customary streets and lots, an application for a planned unit development permit for

such a project shall be made to the Zoning Administrator. Before recommending the approval of the permit to the County Board, the Planning Commission shall require the applicant to:

- A. The applicant shall submit seven (7) copies of the plan drawn to a scale of one (1) inch equals one hundred (100) feet or a larger scale. The plan must be prepared by a Registered Land Surveyor, Civil Engineer or Architect.
- B. The Zoning Office shall submit two (2) copies to the Planning Commission and one (1) each to the State Department of Transportation, if abutting a State or Federal Highway, Aitkin County Highway Department if abutting a county road, State Department of Natural Resources, Township Clerk, Aitkin County Soil and Water Conservation District.
- C. Have a minimum size campsite to accommodate one family group that is at least two thousand (2,000) square feet in area. Campsites are limited to one (1) RV or tent per site.
- D. Have a roadway with driving surface of fourteen (14) feet for one-way and twenty-four (24) feet for two- way roads.
- E. Have traffic control consisting of parking limited to individual campsite spurs and parking areas constructed for that purpose. No parallel parking on site access roads within camping area shall be permitted. Barrier posts or other traffic control devices shall be installed to eliminate parking along site access roads and prevent users from setting up camp on areas other than designated campsites.
- F. Have a setback for all campsites and permanent structures for one hundred fifty (150) feet from a Natural Environment lake, one hundred (100) feet from a Recreational Development lake and seventy- five (75) feet from a General Development lake. The setbacks would be from the ordinary high water level. The setback from any adjacent public road, street or highway shall be fifty (50) feet. The setback distance from adjacent property boundaries shall be 30 feet.
- G. Provide sanitary facilities. All sanitary facility installations shall comply with the current standards of the Minnesota Department of Health, as well as any other applicable State and Local codes and standards. In conjunction with and in addition to the above, the following minimum standards shall apply.
- H. Provide disposal facilities:
  - 1) Sealed vault-type pit toilets: sealed vault-type pit toilets shall comply with the setbacks designated in the Shoreland Management Standards. The bottom of the vault in sealed vault-type toilets shall be a minimum of one (1) foot above the highest known ground water table.
  - 2) Central buildings with flush toilets: Central buildings shall comply with the setbacks designated in the Shoreland Management Standards.
  - 3) Provide water holding tank dumping facilities: Any overnight camping facility to be used by camper or trailer units equipped with waste holding tanks shall have a minimum of one dumping facility per one hundred (100) units or fractions thereof. A minimum of one thousand five hundred (1,500) gallon holding tank is required with curbing and water supply to wash area.
  - 4) Solid waste disposal: Garbage cans shall be provided at a minimum ratio of one (1) can per two (2) units. Garbage cans shall be provided with non-tip stands and tight fitting covers.

No on-site solid waste disposal areas will be permitted. Solid waste shall be disposed of at the approved solid waste facility which serves the projects area.

**9.71 Structure replacement within an existing resort.** Local governments may allow resorts to maintain and replace their structures, without regard to available density, so long as the establishment continues to operate as a resort and all of the following standards are met:

- A. Structures, including lodges, shall not be replaced any closer to any waterbody or setback than the existing structure. Replacement structures must meet elevation and maximum height requirements for the relevant shoreland classification. For resorts established prior to the date of local adoption of these standards, structures not meeting the structure setbacks in Section [6.21 A](#), and [bluff setbacks](#), must only be replaced with structures with the same or lesser height of building, notwithstanding provisions of Section [9.71, item A, \(1\)](#). There shall be no increase in structure footprint, except as follows:
  - 1) An increase in the structure footprint or height of structure may be permitted to minimally meet federal, state, or local dwelling standards or codes, provided there is no increase in structure footprint lakeward and no increase in structure width as measured parallel to shore. To minimally meet such standards or codes means that the replacement structure shall not add new architectural elements such as more bedrooms than the original structure.
  - 2) A structure within the first tier that is moved or replaced outside the shore impact zone and landward to meet the structure setback requirements to the maximum extent feasible within the tier with regard to wetlands, bluffs, land below the ordinary high water level of public waters, and sewage treatment systems, may be permitted a larger building footprint provided it conforms with the allowable density standards in each tier as calculated in Section [9.52](#), and the impervious surface coverage within the first tier shall not exceed 25 percent.
- B. A specified area within the development shall be restored and maintained in a natural state to the following standards:
  - 1) For developments with less than 50 percent of shore impact zone currently in a natural state, at least 10 percent of the shore impact zone and shoreline shall be restored to its natural state or, alternatively, in front of each replacement structure for its entirety, a buffer strip consisting of native vegetation of trees, shrubs, understory plants extending from the shoreline landward 35 feet shall be created according to a plan approved by the local government.
  - 2) For developments with at least 50 percent of the shore impact zone currently in a natural state, this condition shall be preserved and maintained according to a plan approved by the local government.
- C. For resorts with 20 or more dwelling units, erosion control and stormwater management for the entire resort shall be designed by certified personnel in erosion and sediment control using the best management practices found in the latest Pollution Control Agency's stormwater best management practices manual, approved by the local government, and effectively implemented. For resorts with less than 20 dwelling units, erosion control and stormwater management plans for the entire resort shall be approved by the local government and effectively implemented.
- D. For developments that exceed or will exceed the allowable density as calculated in Section [9.52](#), stormwater runoff from the expansion structures and associated impervious surfaces created shall be specifically mitigated using best management practices that may include filter strips, infiltration basins, rain gardens and other conservation designs. Best management practices must be designed and installed in accordance with the latest Pollution Control Agency's stormwater best management practices manual.

## **9.8 Maintenance and Design Criteria.**



## 9.81 Maintenance and Administration Requirements.

- A. Before final approval of a planned unit development or conservation subdivision, adequate provisions must be developed for preservation and maintenance in perpetuity of open spaces and for the continued existence and functioning of the development.
- B. Open space preservation. Deed restrictions, covenants, permanent easements, public dedication and acceptance, or other equally effective and permanent means must be provided to ensure long-term preservation and maintenance of open space. For areas greater than ten (10) acres, easements shall be held by a qualified unit of government, Conservation Organization, Land trust or similar organization authorized to hold interest in real property pursuant to [Minnesota Statutes, Section 84C.01-05](#), as approved by the local unit of government. Local units of government may also hold or co-hold as easement. The instruments must include all of the following protections:
  - 1) commercial uses shall be prohibited (for residential developments);
  - 2) vegetation and topographic alterations other than to prevent personal injury or property damage and for restoration efforts based on an approved shoreland vegetation buffer plan shall be prohibited;
  - 3) construction of additional buildings, impervious surface or storage of vehicles and other materials shall be prohibited;
  - 4) uncontrolled beaching of watercraft shall be prohibited; and
  - 5) dumping, storage, processing, burning, burying, or landfill of solid or other wastes shall be prohibited.
- C. Shoreland vegetation shall be preserved, restored and maintained according to the approved shoreland vegetation buffer plan. The loss of vegetation shall be replaced in-kind.
- D. Development organization and functioning. Unless an equally effective alternative community framework is established, when applicable, all residential developments must use an owners association with the following features:
  - 1) membership must be mandatory for each dwelling unit or site purchaser and any successive purchasers;
  - 2) each member must pay a pro rate share of the association's expenses, and unpaid assessments can become liens on units or sites;
  - 3) assessments must be adjustable to accommodate changing conditions; and
  - 4) the association must be responsible for insurance, taxes, and maintenance of all commonly owned property and facilities, and it must enforce covenants, deed restrictions, and easements. The association must have a land stewardship plan for common open space areas greater than 10 acres specifically focusing on the long-term management of these open space lands.
- E. Amendments or revisions to covenants or deed restrictions. Before establishing or recording any common interest community, the developer shall submit documents, including all covenants, conditions, restrictions, easements, and operating rules and procedures associated with the development, for review and approval by the local government unit pursuant to [Minnesota Statutes, Section 515B.1-106](#). Under no circumstances shall covenants or deed restrictions be modified without the local government units determination that the proposed changes fully comply with the requirements of Section [9.0](#).
- F. All residential developments must contain at least five (5) dwelling units or sites.

## 9.82 Open Space/Common Open Space Requirements. Residential and commercial developments must contain open space area meeting all of the following criteria:

- A. At least 50 percent of the total project area must be permanently preserved as ~~common~~ open space area. The Common open space area must include areas with physical characteristics unsuitable for development in their natural state, and areas containing significant historic sites or unplatted cemeteries, and at least 25 percent of the ~~common~~ open space area must be upland area. At least 33 percent of the ~~common~~ open space area shall be retained in a contiguous area.
- B. The land area of all dwelling units/sites and accessory structures, the space between buildings in a cluster, an area of 25 feet around each structure, all road rights-of-way, and all land covered by impervious surfaces, road surfaces, parking areas, or structures, shall not be included in the computation of the ~~common~~ open space area.
- C. A shoreland vegetation buffer plan designed and implemented meeting the standards in Section [7.2](#).
- D. The open space-area may include outdoor recreational facilities for use by owners of the dwelling units/sites, or the public.
- E. The shore and bluff impact zones, based on normal structure setbacks shall be included as ~~common~~ open space-area. New developments, and redevelopments of existing developments shall meet vegetation standards in Section [7.2](#). No impervious surfaces shall be allowed within the shore impact zone, except for boat launches, stairways, lifts or landings. For conservation subdivisions, there must be at least one access corridor to the shore impact zone ~~common~~-open space area for use by all members of the owners association. The minimum width of an access corridor shall be 50 feet, and access corridors shall be in upland areas.
- F. The Common open area space shall not include commercial facilities.
- G. The appearance of ~~common~~-open space areas, including topography, vegetation, and allowable uses, shall be preserved by use of permanent easements, public dedication and acceptance, or other equally effective and permanent means. For permanent easements, a willing party for receiving easements must be declared, otherwise a party may be assigned pursuant to [Minnesota Statutes 375.18, Subp. 12](#).
- H. Common open space areas may include subsurface sewage treatment systems if the use of the space area is restricted to avoid adverse impacts on the systems.
- I. Dwelling units or sites, road rights-of-way, or land covered by road surfaces, parking areas, or structures, except water-oriented accessory structures or facilities, are developed areas and shall not be included in the computation of the minimum open space area.

**9.83 Erosion Control and Storm Water Management.** Erosion control and storm water management plans must be developed and the development must:

- A. be designed by certified personnel in erosion and sediment control using the best management practices found in the latest Minnesota Pollution Control Agency's storm water best management practices manual, and the construction managed, to minimize the likelihood of serious erosion occurring either during or after construction. This must be accomplished by limiting the amount and length of time of bare ground exposure. Temporary ground covers, sediment entrapment facilities, vegetated buffer strips, or other appropriate techniques must be used to minimize erosion impacts on surface water features. Erosion control plans must be reviewed by the Aitkin County Soil and Water Conservation District and approved by the Aitkin County Planning Commission; and
- B. be designed and constructed to effectively manage reasonably expected quantities and qualities of storm water runoff. Impervious surface coverage within any tier must not exceed 25 percent of the tier area, except that for commercial PUD's 35 percent impervious surface coverage may be allowed in the first tier of general development lakes with an approved stormwater management plan and consistency with Section [7.0](#).



**9.84 Centralization and Design of Facilities.** Centralization and design of facilities and structures must be done according to the following standards:

- A. planned unit developments and conservation subdivisions must be connected to publicly owned water supply and sewer systems, if available. On-site water supply and sewage treatment systems must be centralized and designed and installed to meet or exceed applicable standards or rules of the Minnesota Department of Health and Section [6.2](#) and [6.3](#) of this ordinance. On-site sewage treatment systems must be located on the most suitable areas of the development, and sufficient lawn area free of limiting factors must be provided for a replacement soil treatment system for each sewage system;
- B. dwelling units or sites must be clustered into one or more groups and located on suitable areas of the development. They must be designed and located to meet or exceed the following dimensional standards for the relevant shoreland classification: setback from the ordinary high water level, elevation above the surface water features, and maximum height. The site design must incorporate the use of narrower road right-of-ways than conventional subdivisions, some single loading streets, looped roadways versus cul-de-sacs, use of pervious surfaces and preservation of trees, unique resources, and scenic vistas. Setbacks from the ordinary high water level must be increased in accordance with Section [9.53](#) of this Ordinance for Developments with density increases;
- C. For conservation subdivisions, riparian lot standards shall meet the minimums in Sections [6.1 – 6.13](#), and lots shall not extend into the shore impact zone. For conservation subdivisions, the non-riparian lot standards that apply are the lot size and width standards in Section [6.1 – 6.13](#), however these are the maximum lot size and width standards for these developments, not minimum lot size and lot width standards.
- D. shore recreation facilities, including but not limited to swimming areas, docks, and watercraft mooring areas and launching ramps, must be centralized and located in areas suitable for them. Evaluation of suitability must include consideration of land slope, water depth, aquatic and shoreland vegetation, soils, depth to ground water and bedrock, or other relevant factors. Boating facilities shall be located adjacent to the deepest water available. The number of spaces provided for continuous beaching, mooring, or docking of water craft must not exceed one for each allowable dwelling unit or site in the first tier (not withstanding existing mooring sites in an existing commercially used harbor). Individual docks shall not be allowed. Launching ramp facilities, including a small dock for loading and unloading equipment, may be provided for use by occupants of dwelling units or sites located in other tiers, and their watercraft shall be stored outside the building setback line. All shore recreational facilities shall be approved by the Aitkin County Planning Commission;
- E. structures, parking areas, and other facilities must meet or exceed the structure setbacks in Section [6.21](#), and must be treated to reduce visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks, color, or other means acceptable to the local unit of government, assuming summer, leaf-on conditions. Vegetative and topographic screening must be preserved, if existing, or may be required to be provided;
- F. accessory structures and facilities, except water oriented accessory structures, must meet the required principal structure setback and must be centralized; and
- G. water-oriented accessory structures and facilities may be allowed if they meet or exceed design standards contained in Section [6.22](#) of this ordinance and are centralized.

**9.9 Conversions.** Existing resorts or other land uses and facilities may be converted to residential developments if all of the following standards are met:

- 9.91 Proposed conversions must be initially evaluated using the same procedures for residential developments involving all new construction. All inconsistencies between existing features of the development and these standards must be identified.

- 9.92 Deficiencies involving water supply and sewage treatment, structure color, impervious coverage, open space, and shore recreation facilities must be corrected as part of the conversion or as specified in the conditional use permit.
- 9.93 Shore and bluff impact zone deficiencies must be evaluated and reasonable improvements made as part of the conversion. These improvements must include, where applicable, the following:
- A. removal of extraneous buildings, docks, boat launching areas and ramps, or other facilities that no longer need to be located in shore or bluff impact zones;
  - B. remedial measures to correct erosion sites and improve vegetative cover and screening of buildings and other facilities as viewed from the water; and
  - C. if existing dwelling units are located in shore or bluff impact zones, conditions are attached to approvals of conversions that preclude exterior expansions in any dimension or substantial alterations. The conditions must also provide for future relocation of dwelling units, where feasible, to other locations, meeting all setback and elevation requirements when they are rebuilt or replaced.
- 9.94 Existing dwelling unit or dwelling site densities that exceed standards in Section [9.5](#) may be allowed to continue but must not be allowed to be increased, either at the time of conversion or in the future. Efforts must be made during the conversion to limit impacts of high densities by requiring seasonal use, improving vegetative screening, centralizing shore recreation facilities, installing new sewage treatment systems, or other means.

## **ADOPTION**

The Aitkin County Shoreland Management Ordinance is hereby adopted by the Aitkin County Board of Commissioners on the 27<sup>th</sup> day of January 2026.

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J. Mark Wedel  
Chairperson, Aitkin County Board of Commissioners

ATTEST:

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David Minke  
Aitkin County Administrator

Approved as to Form:

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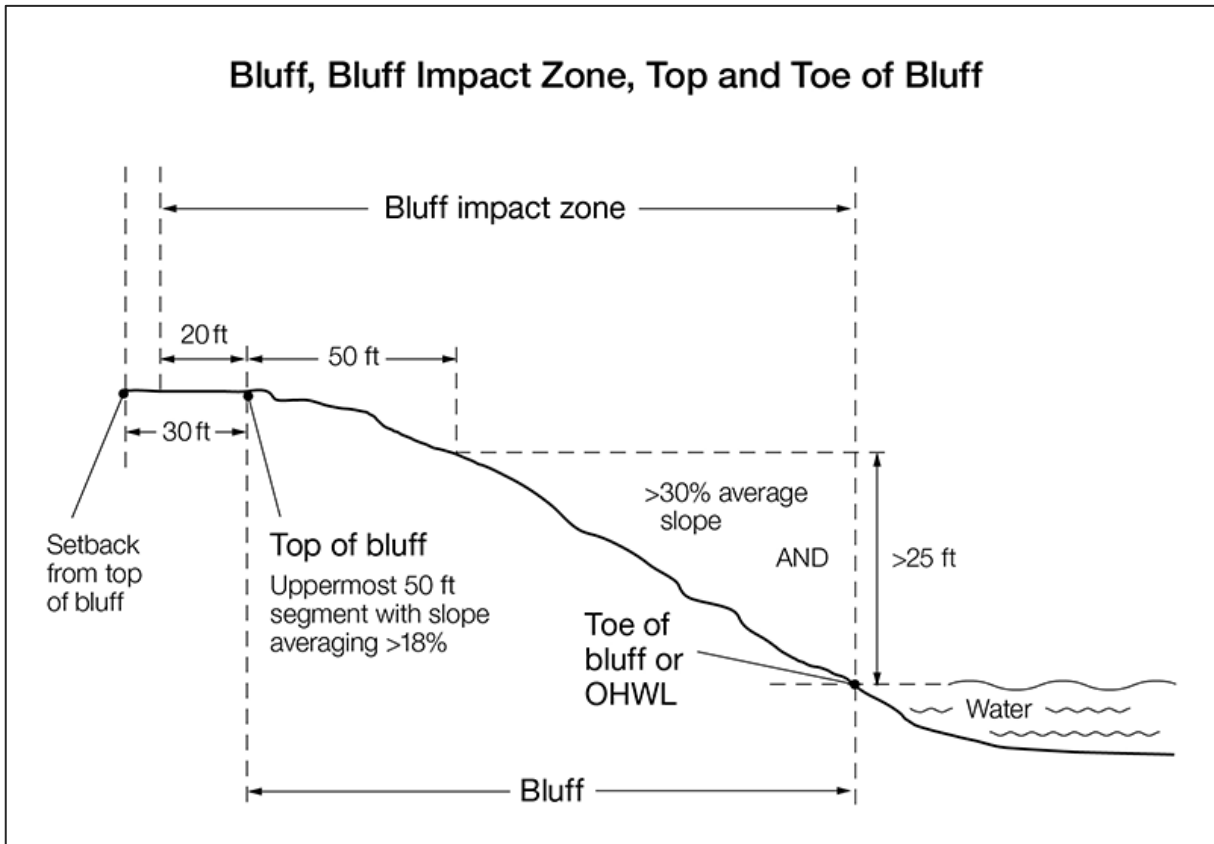
Jim Ratz  
Aitkin County Attorney

**EFFECTIVE DATE: January 27, 2026**

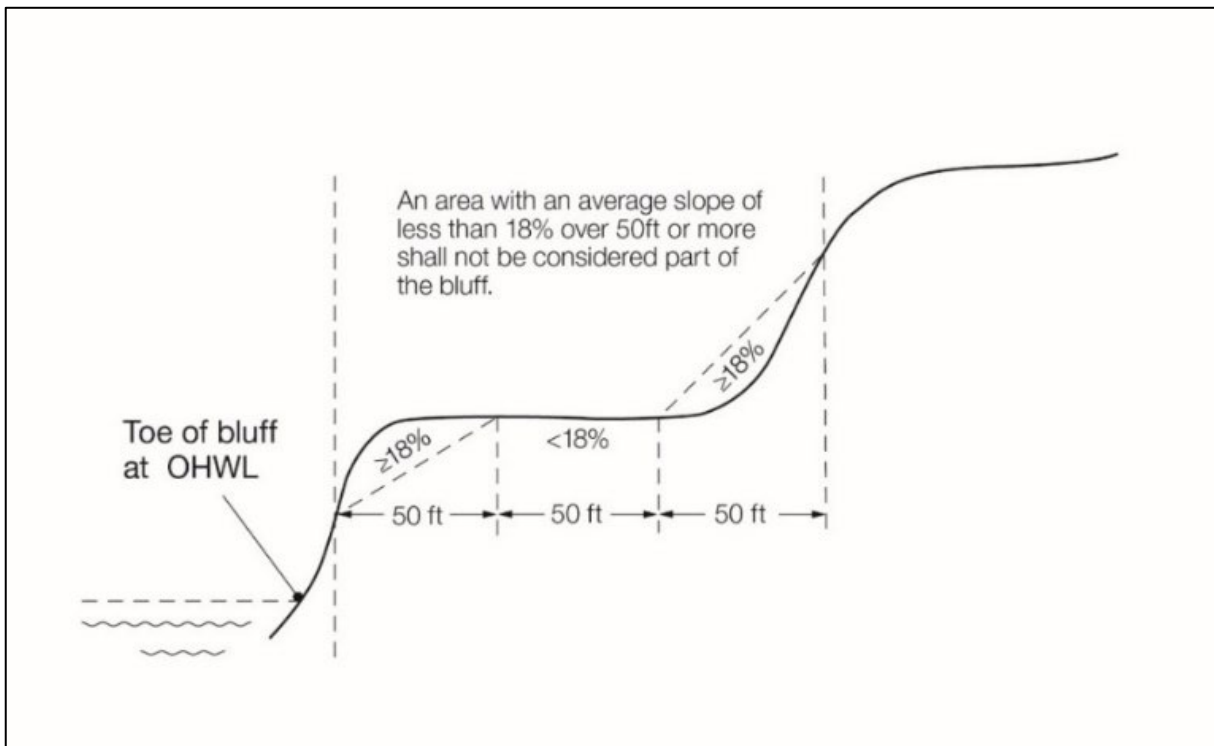
ORDINANCE PROCESSING CHECKLIST  
(INSERT HERE)

## Appendix I

**Figure 1. Bluff Illustration**



**Figure 2. Exception to Bluff**



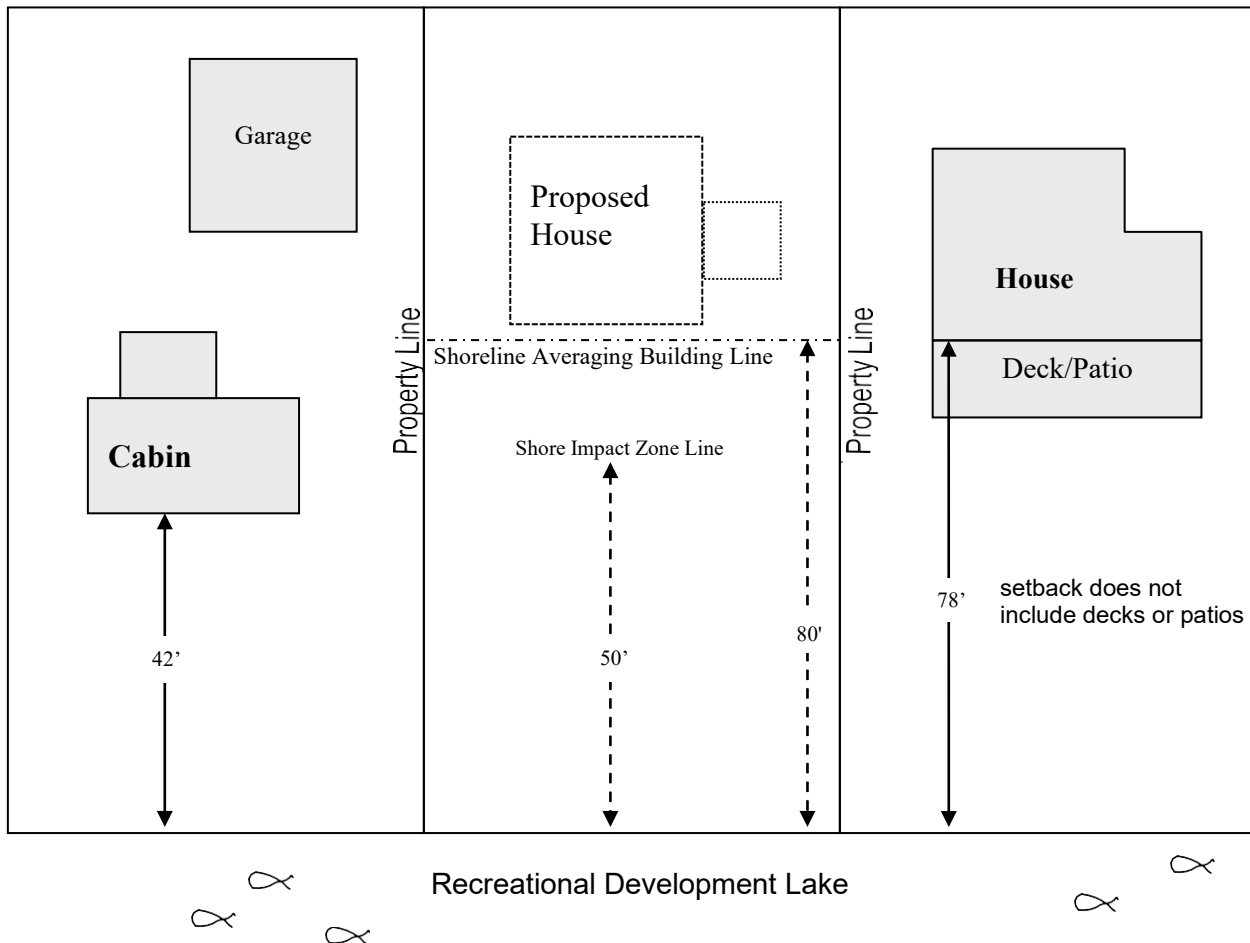
## Appendix II

### Shoreline Averaging

**6.21 Placement of Structures on Lots.** ...Where dwelling units exist on the adjoining lots on both sides of a proposed dwelling site, dwelling setbacks may be altered without a variance to a point twenty (20) feet landward from the adjacent development (from the dwelling unit not including decks or patios) shoreline average to the ordinary high water level, provided the proposed dwelling site is not located in the shore impact zone or bluff impact zone. The existing structure on adjoining lots must be of a quality such that a reasonable and prudent person would use the same for the purpose of habitation, and must not be a recreational camping vehicle, guest cottage or accessory structure...

*Definition: "Shore impact zone" means Land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50% of the structure setback but not less than 50 feet, whichever is greater.*

*Note: Shoreline averaging is for new residences only.*



Averaging Setbacks:  $78' + 42' = 120' \div 2 = 60'$   
 Add 20' to Average:  $60' + 20' = 80'$   
 In this example Shoreline Averaging = 80'  
 (Minimum setback is the Shore Impact Zone Line)

**NOTE:** All other setbacks must be met to be qualified for shoreline averaging

# Appendix III

## AITKIN COUNTY SHORELAND PERFORMANCE (Structure Placement Guidance)

A property should obtain a score of 100 or more to meet performance standard requirements. A conforming lot is assigned a score of 100. A lot is deemed conforming when the structure meets the required setbacks to the protected water as specified in the Aitkin County Shoreland Management Ordinance (SMO). A structure that fails to meet this definition is considered non-conforming.

To determine the level of non-conformance and score (See Reference Table):

- 1) Determine the DNR classification of the protected water on the lot (SMO-4.13 & 4.14) ..... 1: \_\_\_\_\_
- 2) Determine the required "Structure Setback" to that classification of water (SMO 5.2) ..... 2: \_\_\_\_\_
- 3) Determine the "Actual Setback" of the structure by measuring the closest part of the structure to the protected water, bluff, right-of-way, property line, etc. for which a variance is sought ..... 3: \_\_\_\_\_
- 4) Enter the corresponding 'Score Multiplier' ..... 4: \_\_\_\_\_
- 5) Pre-mitigation 'Lot Score': Determine the percentage of the encroachment as it relates to the standard setback by multiplying the Actual Setback with the 'Score Multiplier' (Note: round to the nearest whole number) ..... 5: \_\_\_\_\_

Reference Table: Performance Multipliers for structures, septs, bluff, and sidelots in Aitkin County.

Protected Waters Type (DNR Classification; SMO 4.13-4.14)	Required Structure Setback	Score Multiplier Structures	Required Septic Setback	Score Multiplier Septic	Score Multiplier Bluff	Score Multiplier Sidelot
General Development Lake	75'	1.333	75'	1.333	3.33 (30' setback)	10.000 (10' setback)
Recreational Development Lake	100'	1.000	75'	1.333		
Natural Environment Lake	150'	0.667	150'	0.667		
Mississippi River	150'	0.667	125'	0.800		
Tributary Stream	100'	1.000	75'	1.333		
Forested Stream	150'	0.667	100'	1.000		
Remote Stream	200'	0.500	150'	0.667		

**Mitigation:** To bring a non-conforming structure to a score of 100 the landowner conducts and maintains one or more of the below listed mitigating activities:

- A) Zone A(1): Plant and/or maintain a 12.5' wide natural vegetated buffer zone adjacent to the OHW and record deed restrictions to maintain vegetation in its natural state, prohibit mowing or vegetation removal.\* Water access as defined in the Shoreland Management Ordinance is allowed (Section 5.31.B.2.c) ..... **15 points**
- Zone A(2): Plant and/or maintain a 25' wide natural vegetated buffer zone adjacent to the OHW and record deed restrictions to maintain vegetation in its natural state, prohibit mowing or vegetation removal.\* Water access as defined in the Shoreland Management Ordinance is allowed (Section 5.31.B.2.c) ..... **30 points**
- B) Zone B: Plant and/or maintain an additional 12.5' wide natural vegetated buffer zone between Zone A landward. Record deed restrictions to maintain vegetation in its natural state, prohibit mowing or vegetation removal.\* A ten-foot (10') access path is allowed. .... **20 points**
- C) Zone C: Plant and/or maintain an additional 12.5' wide natural vegetated buffer zone between Zone B landward. Record deed restrictions to maintain vegetation in its natural state, prohibit mowing or vegetation removal.\* A ten-foot (10') access path is allowed. .... **10 points**
- D) Construction of rain garden(s) to Wisconsin DNR Manual specifications. .... **20 points**
- E) Removal of all other structures that do not meet the standard building setbacks, including water oriented structures. .... **20 points**
- F) Removal of impervious surfaces to at least half ordinance limits (SMO 5.52.A) ..... **10 points**
- G) Removal of fill all placed in historic wetlands and guarantee of no future wetland fill recorded on deed ..... **10 points**
- H) Re-vegetate bluff or steep slopes\* and provide screening of structures from the lake. .... **10 points**
- I) Diversion of all water runoff from impervious surfaces away from the lake into retention ponds, subsurface drains, wetlands, etc. with no outlet to the lake or tributary ..... **10 points**
- J) Existing conditions may apply on the property that warrant credit ..... *To be determined by P&Z*

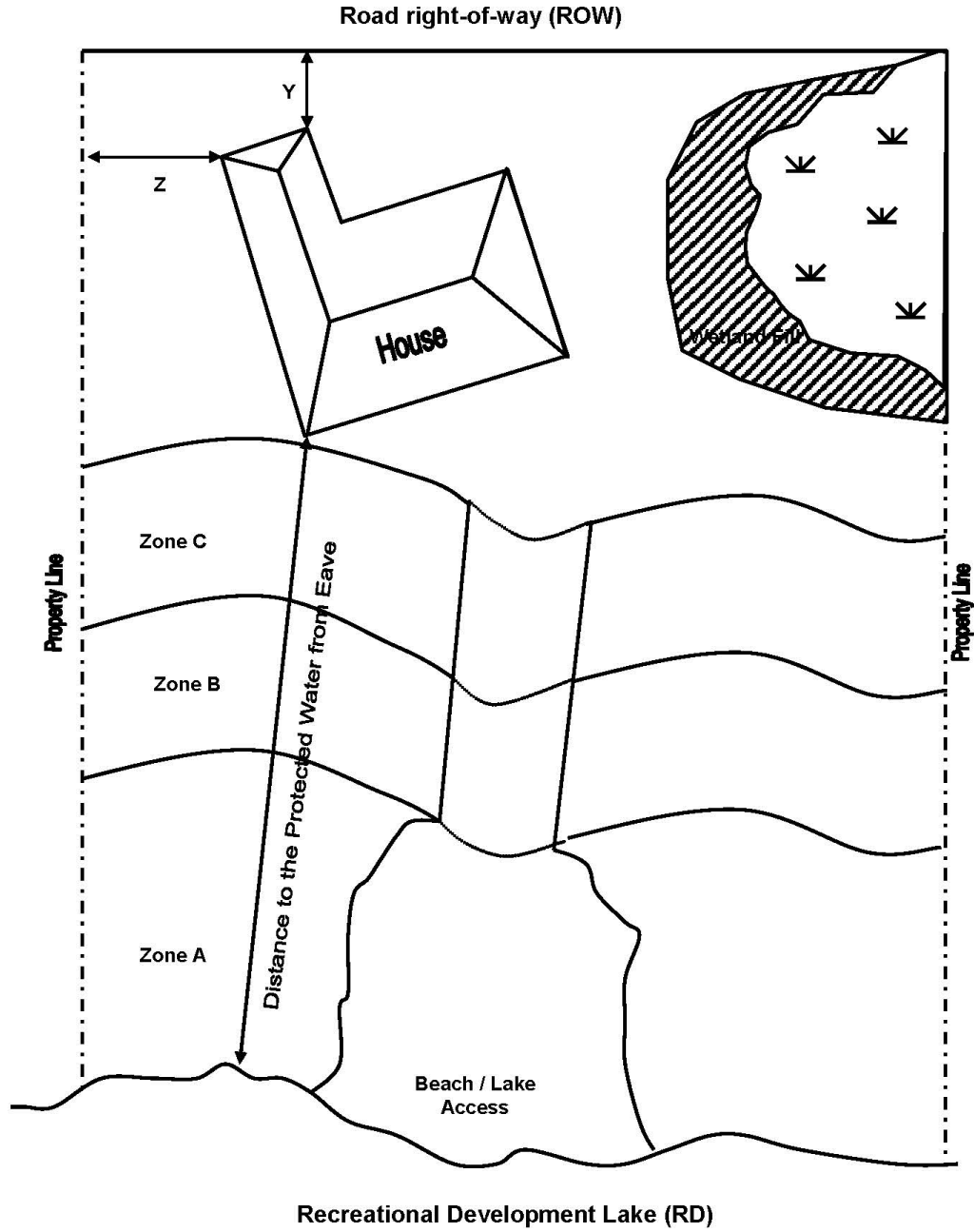
**Final Score** = Pre-mitigation Lot Score (Line 5) \_\_\_\_\_ + Mitigation Totals (Lines A-I) \_\_\_\_\_ = \_\_\_\_\_

\*Note: Plant materials for vegetative buffers shall be native to northern Minnesota. For every 5,000 square feet of buffer area, there shall be a minimum of four types of trees, six types of shrubs, seven forbs, and three grasses planted to achieve a one plant per square foot minimum coverage. Survival of all plants must be guaranteed for a minimum of 5 years

Board of Adjustment Chairperson

Applicant

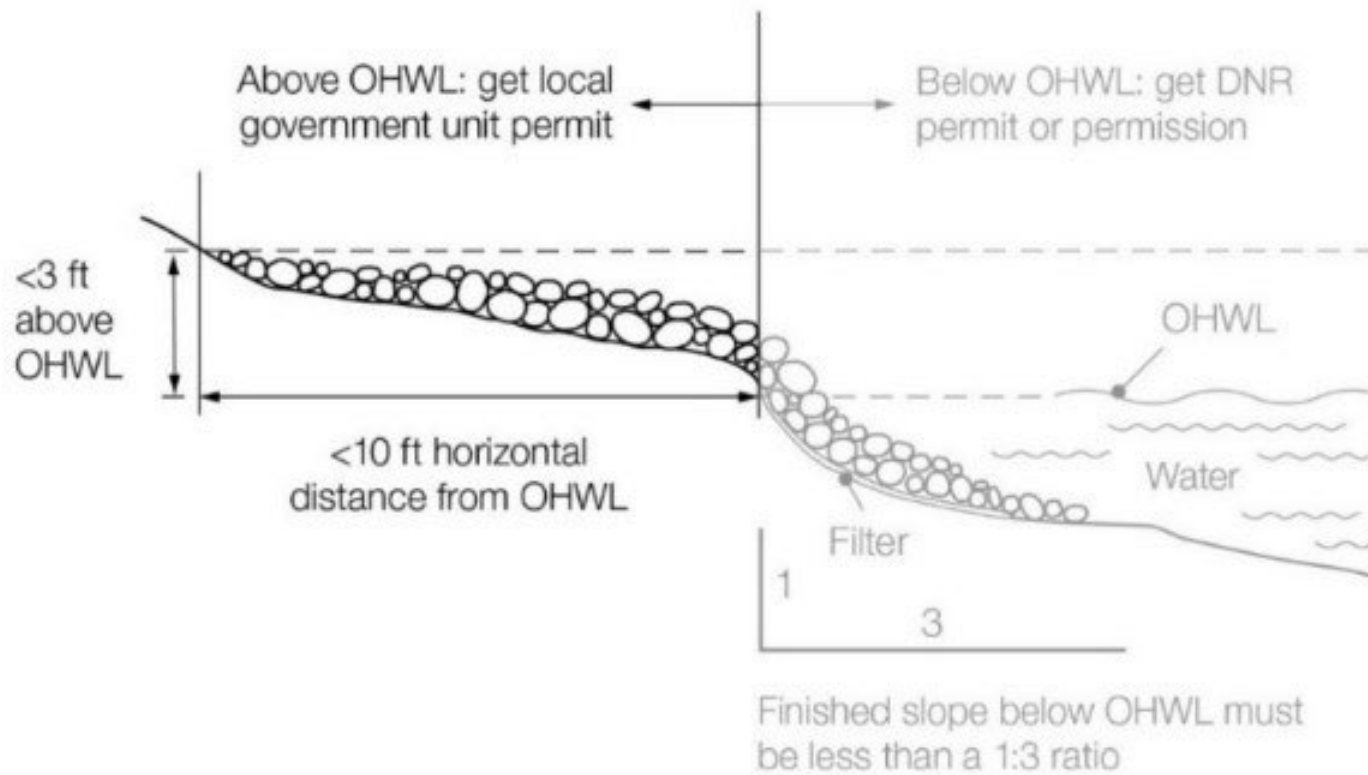
AITKIN COUNTY SHORELAND PERFORMANCE  
(Example)





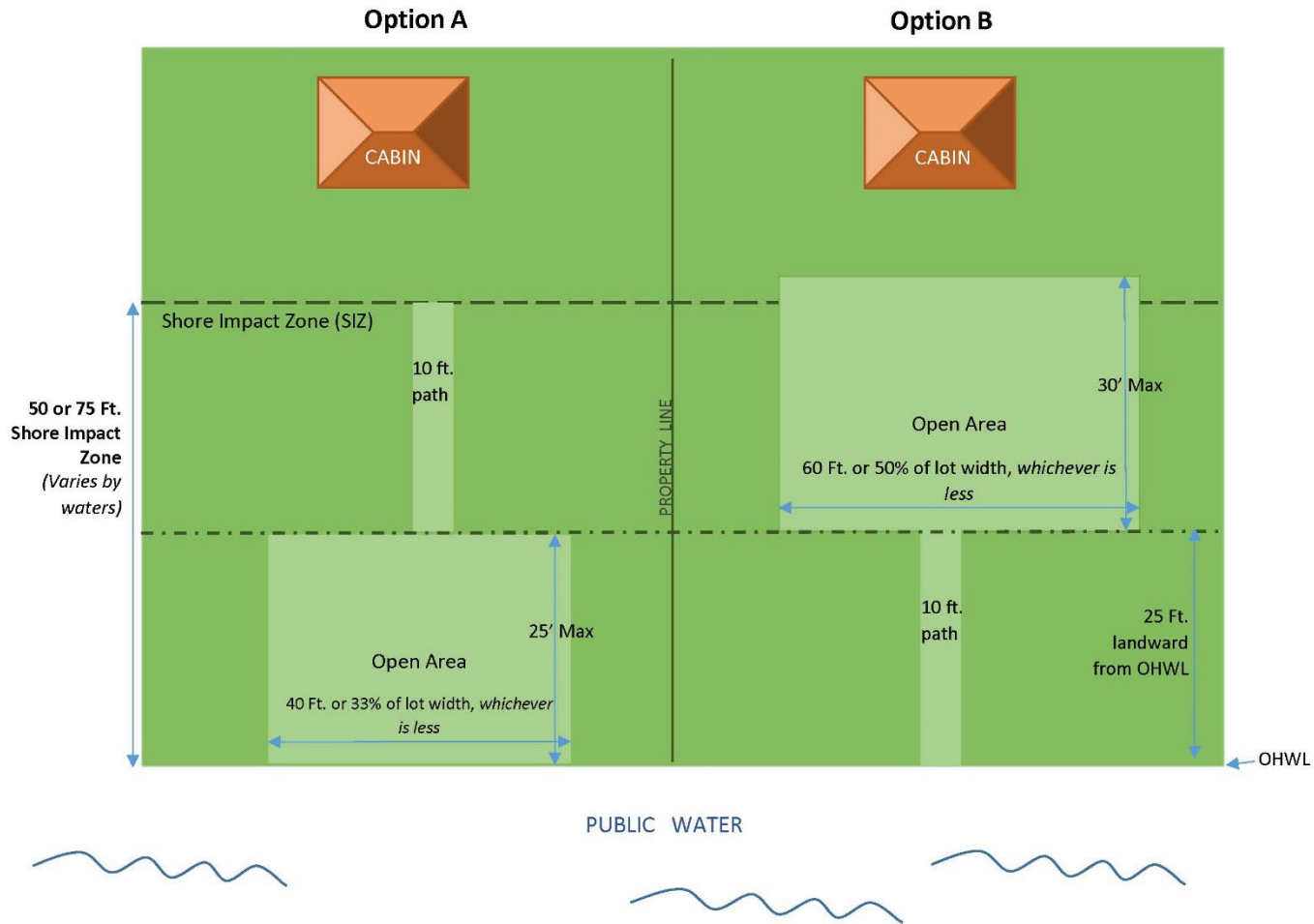
## Appendix IV

### Riprap Guidelines



## Appendix V

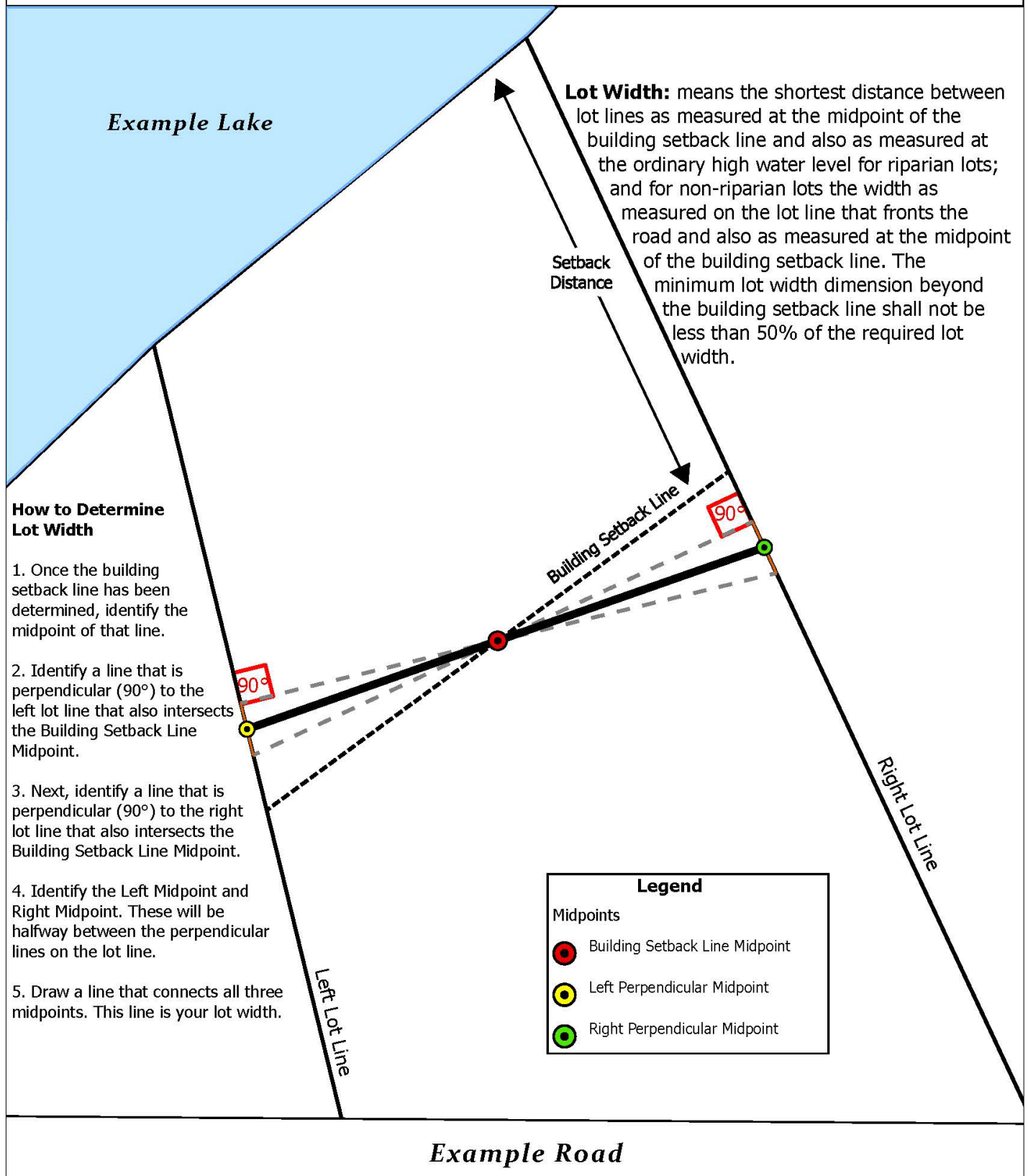
### Recreational Use Area



Please note: This image is not to scale and is for illustrative purposes only.

## Appendix VI

### Determining Lot Width



## Appendix VII

STATE OF MINNESOTA

DEPARTMENT OF NATURAL RESOURCES

Pursuant to Minnesota Statutes, Section 105.391, Subd. 1, the Commissioner of Natural Resources hereby publishes the final inventory of Protected (i.e. Public) Waters and Wetlands for Aitkin County. This list is to be used in conjunction with the Protected Waters and Wetlands Map prepared for Aitkin County. Copies of the final map and list are available for inspection at the following state and county offices:

DNR Regional Office, Grand Rapids  
Aitkin SWCD  
Aitkin County Auditor

Dated: July 3 1985

STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES

JOSEPH N. ALEXANDER, Commissioner

By: 

DEPARTMENT OF NATURAL RESOURCES  
 DIVISION OF WATERS  
 FINAL DESIGNATION OF PROTECTED WATERS AND WETLANDS WITHIN  
 AITKIN COUNTY, MINNESOTA.

A. Listed below are the townships of Aitkin County and the township/range numbers in which they occur.

<u>Township Name</u>	<u>Township</u>	<u>Range</u>
Aitkin	47; 136	27; 25
Ball Bluff	52	23
Balsam	50	22
Beaver	46	22
Clark	48	22
Cornish	51	23
Farm Island	46	27
Fleming	48	25
Glen	46	25
Haugen	49	22
Hazelton	44; 45	27
Hill Lake	52	26
Idun	43	24
Jevne	48	24
Kimberly	47	25
Lakeside	44	25
Lee	46	24
Libby	50	24
Logan	49	25
Macville	51	26
Malmö	45	25
McGregor	48	23
Morrison	48	26
Nordland	46	26
Pliny	44	23
Rice River	46	23
Salo	47	22
Seavey	44	24
Shamrock	49	23
Spalding	47	23
Spencer	47	26
Turner	50	23

<u>Township Name</u>	<u>Township</u>	<u>Range</u>
Unorganized Territories	44;45	22
	45	24
	47	24
	48; 49	27
	50	25; 26; 27
	51	22; 25; 27
	52	22; 24; 25;27
Verdon	51	24
Wagner	43	22
Waukenabo	49	26
Wealthwood	45	26
White Pine	45	23
Williams	43	23
Workman	49	24

#### B. PROTECTED WATERS

1. The following are protected waters:

<u>Number and Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
1-1 : Pine Lake	23,24,25,26	43	22
1-2 : Split Rock Lake	6,7	45	22
1-3 : Sandabacka Lake	16,17	47	22
1-4 : Dutch Lake	16,17,20	47	22
1-5 : Rice Lake	4,5;33	47;48	22
1-6 : Mud Lake	13	48	22
1-8 : Spruce Lake	23	48	22
1-14 : Savanna Lake	6;1	50	22;23
1-15 : Shumway Lake	8,9	50	22
1-16 : Little Prairie Lake	14,15	50	22
1-17 : Stony Lake	16,17	50	22
1-18 : Unnamed	18	50	22
1-19 : Wolf Lake	5,6;32	50;51	22
1-20 : Unnamed	32	51	22
1-21 : Unnamed	11,12	52	22
1-22 : Island Lake	7,18;12,13	49	22;23
1-23 : Round Lake	30,31;25,36	49	22;23
1-24 : Loon Lake	7;12,13	50	22;23
1-25 : Twenty-one Lake	16,21	45	23
1-26 : Little Sheriff Lake	1	47	23

<u>Number and Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
1-27 : Sheriff Lake	1	47	23
1-28 : Starvation Lake	8,9	47	23
1-29 : Mud Lake	9,10,15	48	23
1-30 : Rice Lake	28,29,32	48	23
1-31 : Anderson Lake	10,11,14,15	49	23
1-32 : Camp Lake	13,14	49	23
1-33 : Lake Minnewawa	various	49	23
1-34 : Horseshoe Lake	23,24	49	23
1-35 : Mud Lake	32,33	49	23
1-36 : Wakefield Lake	2,3	50	23
1-37 : Unnamed	6	50	23
1-38 : Remote Lake	11,12,13,14	50	23
1-39 : Unnamed	14,15,22	50	23
1-40 : Aitkin Lake	16,17,19,21,29,30	50	23
1-41 : Twin Lake	21	50	23
1-42 : Glacier Lake	23,26	50	23
1-43 : Unnamed	29	50	23
1-44 : Tiesen Lake	30	50	23
1-45 : Blackface Lake	3,4,10	51	23
1-46 : Ball Bluff Lake	5	51	23
1-47 : Long Lake	9,16	51	23
1-48 : Unnamed	10	51	23
1-49 : Bay Lake	15	51	23
1-50 : Unnamed	16,17	51	23
1-51 : Unnamed	17	51	23
1-52 : Little Red Horse Lake	21	51	23
1-53 : Rat House Lake	26,35	51	23
1-55 : Boot Lake	33,34	51	23
1-56 : Cutaway Lake	35,36	51	23
*1-57 : Little Ball Bluff Lake	4,5,32	51;52	23
1-58 : Vanduse Lake	15,22,27	52	23
1-59 : Hay Lake	25,26,35,36	49	23;24
1-61 : Flowage Lake	various	48;49	23;24
1-62 : Big Sandy Lake	various	49;50	23;24
1-63 : Bass Lake	18,19	50	23
1-64 : Bear Lake	3,4	43	24
1-65 : Cedar Lake	7,8	43	24
1-66 : Porcupine Lake	13	45	24
1-67 : Rice Lake	various	46;47	24
1-68 : Mandy Lake	23	47	24
1-69 : Portage Lake	5,6,7,32	47;48	24

<u>Number and Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
1-70 : Round Lake	9,10,15,16	48	24
1-71 : Davis Lake	10,14,15,23	48	24
1-72 : Rock Lake	16,20-22,27,28	48	24
1-73 : Bass Lake	22,27	48	24
1-74 : Turner Lake	28,29,32	48	24
1-76 : Sanders Lake	4,5	49	24
1-77 : Rat Lake	13,14,22-24,26,27	49	24
1-78 : Brown Lake	1;36	49;50	24
1-80 : Libby Lake	34,35	50	24
1-82 : Unnamed	36	51	24
1-83 : Townline Lake	18;13	48	24;25
1-84 : Unnamed	2	45	25
1-85 : Twenty Lake	20,29	45	25
1-86 : Deer Lake	32,33	45	25
1-87 : Sugar Lake	2,3;34,35	45;46	25
*1-89 : Long Lake	3,4,9,10	46	25
1-90 : Spring Lake	16,17	46	25
1-91 : Rabbit Lake	17,18,19,20	46	25
1-92 : Swamp Lake	26	46	25
*1-93 : Clear Lake	27,28,29,33,34	46	25
1-96 : Dam Lake	2,3;34,35,36	46;47	25
1-97 : Newstrom Lake	16,17	47	25
1-98 : Camp Lake	27	47	25
1-99 : Gun Lake	8,9,10,16,17,20	48	25
1-100: Jenkins Lake	10,11,14,15	48	25
1-102: Wilkins Lake	15,16,21,22	48	25
1-104: French Lake	19,20,29,30	48	25
1-105: Fleming Lake	20,21,22,29	48	25
1-106: Clear Lake	3,4,9,10	49	25
1-107: Red Lake	9,16	49	25
1-108: Langs Lake	13	52	25
1-109: Taylor Lake	16	52	25
1-110: Studhorse Lake	19	52	25
1-111: Washburn Lake	23,24	52	25
1-112: Dagle Lake	30	52	25
1-113: Turtle Lake	19;24	46	25;26
1-114: Thirty-One Lake	31;36	46	25;26
1-115: Section Ten Lake	3,10,11	46	26
1-116: Lake Four	4	46	26
1-117: Nord Lake	4,5,7,8	46	26



<u>Number and Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
1-118: Raspberry Lake	6	46	26
1-120: Section Twelve Lake	11,12	46	26
1-121: Linde Lake	14,15	46	26
1-122: Sweetman Lake	14	46	26
1-123: Elm Island Lake	15,16,21,22,27	46	26
1-124: Sixteen Lake	16	46	26
1-125: Lone Lake	19,20,21,28,29,30	46	26
1-126: Monson Lake	22,23	46	26
1-128: Lingroth Lake	35,36	46	26
1-129: Sissabagamah Lake	2,3,34,35	46;47	26
1-132: Hansen Lake	28,29,32,33	47	26
1-134: Sitas Lake	3,10	49	26
1-135: Packer Lake	4,5	49	26
1-136: Waukenabo Lake	9,10,11,14,15,16	49	26
1-137: Round Lake	16,17,20,21	49	26
1-138: Kingsley Pothole	29	50	26
1-140: Moose Lake	27,28,33,34	51	26
1-141: Previs Lake	1,12	52	26
1-142: Hill Lake	2,11-14,23,24	52	26
1-143: Perry Lake	7	52	26
1-146: Ripple Lake	17,18,19,20;13,24	46	26;27
1-147: Esquagamah Lake	7,8,17,18;12,13	49	26;27
1-148: White Elk Lake	18,19;13,24	50	26;27
1-149: Mallard Lake	2,3,11	45	27
1-151: Spruce Lake	7,8	45	27
*1-153: Laurel Lake	8	45	27
1-156: Spectacle Lake	17,18	45	27
1-157: Big Pine Lake	20,21,28,29	45	27
1-158: Gregg Lake	22	45	27
1-159: Farm Island Lake	4-6;28,29,31-33	45;46	27
1-160: Lake Three	3	46	27
1-161: Hamal Lake	3,9,10	46	27
1-167: Pine Island Lake	9	46	27
1-168: Hill Lake	9,16	46	27
1-169: Bachelor Lake	10,14,15	46	27
1-170: Hanging Kettle Lake	12,13,14	46	27
1-171: Diamond Lake	13	46	27
1-173: Long Lake	16	46	27
*1-174: Thornton Lake	19	46	27
1-176: Little Pine Lake	21,22,27,28	46	27
1-178: Spirit Lake	23,24,25,26	46	27

<u>Number and Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
1-179: Hickory Lake	26,27	46	27
1-181: Blue Lake	3,4;33,34	46;47	27
1-182: Pickerel Lake	27,28,33,34	47	27
1-183: Bass Lake	28	47	27
1-185: Dogfish Lake	28,33	47	27
1-187: Lily Lake	4,35	47	27
1-188: Blind Lake	10,11,14,15	48	27
1-189: Cartie Lake	21;1	48;136	27;25
1-190: Starry Lake	3,4	49	27
1-191: Avenue Lake	23,26	49	27
1-192: Olds Lake	3	50	27
1-193: Muskeg Lake	3,4	50	27
1-194: Mud Lake	14,23	50	27
1-195: Bass Lake	1;36	50;51	27
1-196: Otter Lake	3;34,35	50;51	27
1-197: Little McKinney Lake	3,26	51	27
1-198: Blackwater Lake	24,25,26	51	27
1-199: McKinney Lake	26	51	27
1-200: Shovel Lake	3,4;33,34	51;52	27
1-201: Holy Water Lake	3	52	27
*1-202: Cranberry Lake	4	52	27
1-203: Unnamed	22	52	27
1-204: Round Lake	6;31,32;1;36	44;45	27;28
1-206: Birch Lake	18,19;13,24	45	27;28
1-207: Townline Lake	19,30;24	46	27;28
1-208: Sunset Lake	30,31;25,36	46	27;28
1-209: Cedar Lake	various	46;47	27;28
1-210: Brown Lake	4;13	48;137	27;25
1-211: Coon Lake	16;25	48;137	27;25
1-212: Moulton Lake	16,21;25,36	49;138	27;25
*1-213: Edna Lake	3,4,9;13,24	50;139	27;25
1-217: Little Turtle Lake	19;24	46	26;27
1-219: Round Lake	16	46	27
1-221: Unnamed	16,17,20,21	46	27
1-228: Unnamed	30	45	27
1-230: Unnamed	16,17,20	45	27
1-232: Johnson Lake	12	45	27
1-233: Constance Lake	11,14	45	27
1-238: Killroy Lake	3,4	45	26
1-243: Unnamed	1,2	44	23
1-251: Unnamed	10	47	23

<u>Number and Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
1-252: Lost Lake	3	47	23
1-257: Unnamed	35	51	23
1-258: Unnamed	2	50	23
1-259: Unnamed	1	49	23
1-260: Unnamed	29	51	23
1-262: Unnamed	23	52	25
1-263: Unnamed	25,26	52	25
1-269: Unnamed	24	47	25
1-278: Unnamed	27,28	51	27
1-283: Krilwitz Lake	6;1	48	26;27
1-285: Unnamed	20	49	26
1-286: Unnamed	8	49	26
1-287: West Lake	9,10	49	26
1-298: Unnamed	21,22	45	24
1-299: Unnamed	36	44	24
1-311: Unnamed	22	45	27
1-313: Unnamed	11,12,13,14	46	26
1-314: Unnamed	24	46	26
1-323: Townhall Lake	16,21	46	27
1-325: Smith Lake	22,27	49	27
1-326: Big Logan (Oxbow) Lake	4;33,34	47;48	26
1-327: Little Logan (Oxbow) Lake	33,34	48	26
1-331: Upper Blind Lake	11	48	27
1-332: Unnamed	30;25	49	26;27
1-333: Unnamed	14	49	27
1-334: Unnamed	13,14	49	27
1-336: Unnamed	21	48	26
1-337: Unnamed	5;32	48;49	25
1-343: Unnamed	24	47	22
1-351: Unnamed	31,32	52	26
1-352: Unnamed	18	52	26
1-355: Unnamed	20	52	23
1-356: Unnamed	10	52	25
1-358: Moose River Pool	4,5,8,9	51	25
1-361: Unnamed	31;36	51	23;24
1-362: Unnamed	24	50	24
1-363: Unnamed	18,19	50	23
1-364: Unnamed	30	50	23
1-365: Unnamed	28	50	23
1-368: Unnamed	2	49	23

<u>Number and Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
1-370 : Unnamed	12,13	50	23
1-371 : Unnamed	3	50	23
1-383 : Jewett WMA Impoundment	5,6,8,9	45	24
1-386 : Unnamed	26,27	45	24
1-394 : Unnamed	4,33	45,46	26
1-395 : Unnamed	18	45	27
1-397 : Unnamed	15,16	46	27
1-408 : Unnamed	12	47	25
1-409 : Unnamed	1	47	24
1-410 : Kimberly WMA Impoundment	3,4,5,8,9,17	47	24
1-411 : Kimberly WMA Impoundment	8,17,18	47	24
1-412 : Rice River Impoundment	10,13,14,15,24	47	24
1-413 : Unnamed	22	47	24
1-415 : Salo WMA Impoundment	1,2,35,36	47,48	22
1-418 : Unnamed	33	48	26
1-419 : Unnamed	22	49	26
1-420 : Unnamed	19,30	49	26
1-423 : Unnamed	14,23	50	23
1-427 : Cornish Impoundment	13,14,23	51	23
1-429 : Unnamed	13,14	52	23
1-430 : Unnamed	4	52	23
1-431 : Unnamed	31,32	52	25
*1-433 : Little Hill Impoundment	11,12,13,14	52	27
11-1 : Third Guide Lake	28,1	51,139	27,25
18-2 : Tame Fish Lake	6,7,1,12	45	27,28
18-16 : Terry Lake	28,1,12	48,136	27,25
48-2 : Mille Lacs Lake	various	42,43,44,45	25-28
58-138: Big Pine Lake	7,8,18,19,13,24	43	21,22

2. The following natural and altered natural watercourses are protected waters:

<u>Name</u>	<u>Section</u>	<u>From</u> <u>Township</u>	<u>Range</u>	<u>Section</u>	<u>To</u> <u>Township</u>	<u>Range</u>
Mississippi River (MR)	6	52	23	6	52	23
	5	52	23	5	52	23
	5	52	23	5	52	23
	5	52	23	5	52	23
	5	52	23	6	47	27
Swan River (SR)	6	52	22	9	52	23
Libby Brook	6	52	22	7	52	22

<u>Name</u>	<u>Section</u>	<u>From</u> <u>Township</u>	<u>Range</u>	<u>Section</u>	<u>To</u> <u>Township</u>	<u>Range</u>
Unnamed to SR	8	52	22	7	52	22
Unnamed to SR	26(Basin 59)	52	23	11	52	23
Unnamed to MR	27(Basin 58)	52	23	29	52	23
Unnamed to Unnamed	5(Basin 46)	51	23	29	52	23
Twin Rivers Springs (TRS)	19	51	23	27	51	24
Unnamed to TRS	36(Basin 361)	51	24	26	51	24
Libby Brook	5	50	23	2	50	24
*Sandy River	10(Basin 71)	48	24	25	50	24
Unnamed to Davis Lake	22(Basin 72)	48	24	10(Basin 71)	48	24
Minnewawa River	32(Basin 33)	49	23	36	49	24
Unnamed to Lake Minnewawa	18(Basin 22)	49	22	23(Basin 33)	49	23
Unnamed to Unnamed	19	49	22	19	49	22
*Unnamed to Sandy River Lake	24(Basin 77)	49	24	24(Basin 60)	49	24
Prairie River (PR)	25	50	22	3(Basin 62)	49	23
Unnamed to PR	14(Basin 16)	50	22	23	50	22
Unnamed to PR	16(Basin 17)	50	22	29	50	22
Tamarack River (TR)	36	49	22	32	50	22
Little Tamarack River	12	49	22	15	49	22
Unnamed to TR	8	49	22	8	49	22
*Unnamed to TR	4	49	22	4	50	22
West Savanna River	6(Basin 4)	50	22	35(Basin 62)	50	23
Unnamed to Savanna Lake	15(Basin 49)	51	23	6(Basin 14)	50	22
Unnamed to Rat House Lake	23(Basin 427)	51	23	26(Basin 53)	51	23
Unnamed to Unnamed	2(Basin 36)	50	23	1	50	23

<u>Name</u>	<u>Section</u>	<u>From</u> <u>Township</u>	<u>Range</u>	<u>To</u> <u>Section</u>	<u>Township</u>	<u>Range</u>
Unnamed to Big Sandy Lake	34	50	23	34(Basin 50 62)		23
Unnamed to Big Sandy Lake	22(Basin 39)	50	23	29(Basin 50 62)		23
Unnamed to Big Sandy Lake	29(Basin 40)	50	23	30(Basin 50 62)		23
Willow River (WR)	33(Basin 200)	52	27	2	48	26
Unnamed tributary	4(Basin 202)	52	27	4	52	27
Unnamed to WR	9(Basin 139)	51	26	16	51	26
Unnamed tributary	2	52	26	2(Basin 142)	52	26
Morrison Brook (MB)	4	52	26	23(Basin 142)	52	26
Unnamed to MB	9(Basin 144)	52	26	10	52	26
Unnamed to MB	10(Basin 145)	52	26	10	52	26
Cold Water Creek	22	52	26	22	52	26
Little Hill River	1	52	27	27	52	26
Moose River (MoR)	28(Basin 11-1)	51	27	19	51	25
	20	51	25	33	52	25
Unnamed to MoR	26(Basin 199)	51	27	26	51	27
Unnamed to MoR	36(Basin 195)	51	27	30	51	26
Unnamed to MoR	27(Basin 140)	51	26	27	51	26
Unnamed tributary	3	52	25	26	52	25
Unnamed to Unnamed	23(Basin 111)	52	25	23	52	25
Unnamed to WR	9(Basin 107)	49	25	16	49	25
White Elk Brook	23	49	26	2	48	26
Unnamed tributary	14(Basin 194)	50	27	13(Basin 148)	50	27
Rice River (RR)	24	46	24	4	47	26

<u>Name</u>	<u>Section</u>	<u>From</u>		<u>Section</u>	<u>To</u>	
		<u>Township</u>	<u>Range</u>		<u>Township</u>	<u>Range</u>
Dam Brook	26(Basin 92)	46	25	10	45	24
Unnamed to RR	29	46	23	29	46	23
Beckman Creek	22	46	23	29	46	23
Unnamed to RR	23	46	24	24	46	24
Section Five Creek	6	46	22	5	46	23
Unnamed to RR	22	47	23	30	47	23
Wakefield Brook	19	47	22	24	47	24
Dam Brook (DB)	3(Basin 89)	46	25	13	47	25
Long Lake Creek	15	46	25	9(Basin 89)	46	25
Unnamed to DB	27(Basin 98)	47	25	26	47	25
Portage Brook	7(Basin 69)	47	24	13	47	25
Unnamed to Portage Lake	32(Basin 74)	48	24	32(Basin 69)	48	24
Unnamed to RR	20(BNRR)	47	25	16	47	25
*Fleming Brook	29(Basin 105)	48	25	6	47	25
Sissabagamah Creek	2(Basin 129)	46	26	20	47	26
Unnamed to Sissabagamah Lake	14(Basin 122)	46	26	2(Basin 129)	46	26
Rabbit Creek	30(Basin 94)	46	25	25	47	26
Unnamed to Johnson Lake	30	46	25	30(Basin 94)	46	25
Starvation Creek	4(Basin 116)	46	26	20	47	26
Ripple River (RpR)	6(Basin 18-2)	45	27	35	46	27
	26	46	26	24	47	27
Unnamed to Farm Island Lake	9(Basin 154)	45	27	4(Basin 159)	45	27
Unnamed to RpR	35(Basin 128)	46	26	26	46	26
Unnamed to RpR	24(Basin 113)	46	26	26	46	26

<u>Name</u>	<u>Section</u>	<u>From</u>		<u>Section</u>	<u>To</u>	
		<u>Township</u>	<u>Range</u>		<u>Township</u>	<u>Range</u>
Unnamed to Hanging Kettle Lake	14(Basin 169)	46	27	14(Basin 170)	46	27
Unnamed to RpR	10(Basin 161)	46	27	2	46	27
Raspberry Creek	6(Basin 118)	46	26	36	47	27
Little Willow River	18(Basin 147)	49	26	8	48	26
Unnamed to Esquagamah Lake	1	49	27	12(Basin 147)	49	27
Unnamed tributary	13(Basin 334)	49	27	12(Basin 147)	49	27
Unnamed to Waukenabo Lake	34	50	26	9(Basin 136)	49	26
Unnamed tributary	21(Basin 137)	49	26	21	49	26
Cedar Brook	29(Basin 209)	47	27	17	47	27
East Creek	21	50	27	21	50	27
Unnamed tributary	4(Basin 190)	49	27	4	49	27
Coon Creek	16(Basin 211)	48	27	11(Basin 188)	48	27
Unnamed to Round Lake	29(Basin 157)	45	27	31(Basin 204)	45	27
Seastade Creek	22	45	26	22(Basin 48-2)	45	26
Reddy Creek	23	45	26	23(Basin 48-2)	45	26
Borden Creek	1	44	25	5(Basin 48-2)	44	25
Seventeen Creek	9	44	25	17	44	25
Peterson Creek (PC)	27	44	25	32	44	25
Unnamed to PC	34	44	25	33	44	25
Cedar Creek	7(Basin 65)	43	24	7	43	24
Malone Creek (MC)	32	43	24	31	43	24
Verl Brook	30	43	24	31	43	24
Snake River (SR)	2	44	23	28	45	23
	17	44	23	33	43	23



<u>Name</u>	<u>Section</u>	<u>From</u> <u>Township</u>	<u>Range</u>	<u>Section</u>	<u>To</u> <u>Township</u>	<u>Range</u>
Unnamed to SR	26(Basin 386)	45	24	6	44	23
Unnamed to SR	23(Hwy 26)	44	23	29	44	23
Unnamed to SR	29	44	23	29	44	23
Bear Creek (BC)	3(Basin 64)	43	24	5	43	23
Unnamed to BC	33	44	24	3	43	24
Unnamed to BC	7	43	23	6	43	23
Bergman Brook (BB)	35	43	24	31	43	23
Unnamed to BB	36	43	24	36	43	24
Cowan Brook	26	43	23	34	43	23
Chelsey Brook (CB)	33	44	22	32	43	22
Unnamed to CB	5(Basin 248)	43	22	20	43	22
Pine River	24(Basin 1)	43	22	24(Basin 58-138)	43	22
Unnamed to Pine Lake	15	43	22	26(Basin 1)	43	22
Unnamed to Unnamed	27	43	22	26	43	22
Unnamed to Pine Lake	2	43	22	24(Basin 1)	43	22
Unnamed tributary	36	43	22	36	43	22
Breman Creek	14	44	22	24	44	22
Birch Creek	11	45	22	13	45	22
Split Rock River	34	46	22	36	46	22
Unnamed to Split Rock Lake	31	46	22	6(Basin 2)	45	22
Unnamed tributary	28(Hwy. 27)	46	22	33	46	22
Unnamed tributary	23	46	22	25	46	22
Dead Moose River	34	47	22	24	47	22

### C. WETLANDS

The following are wetlands:

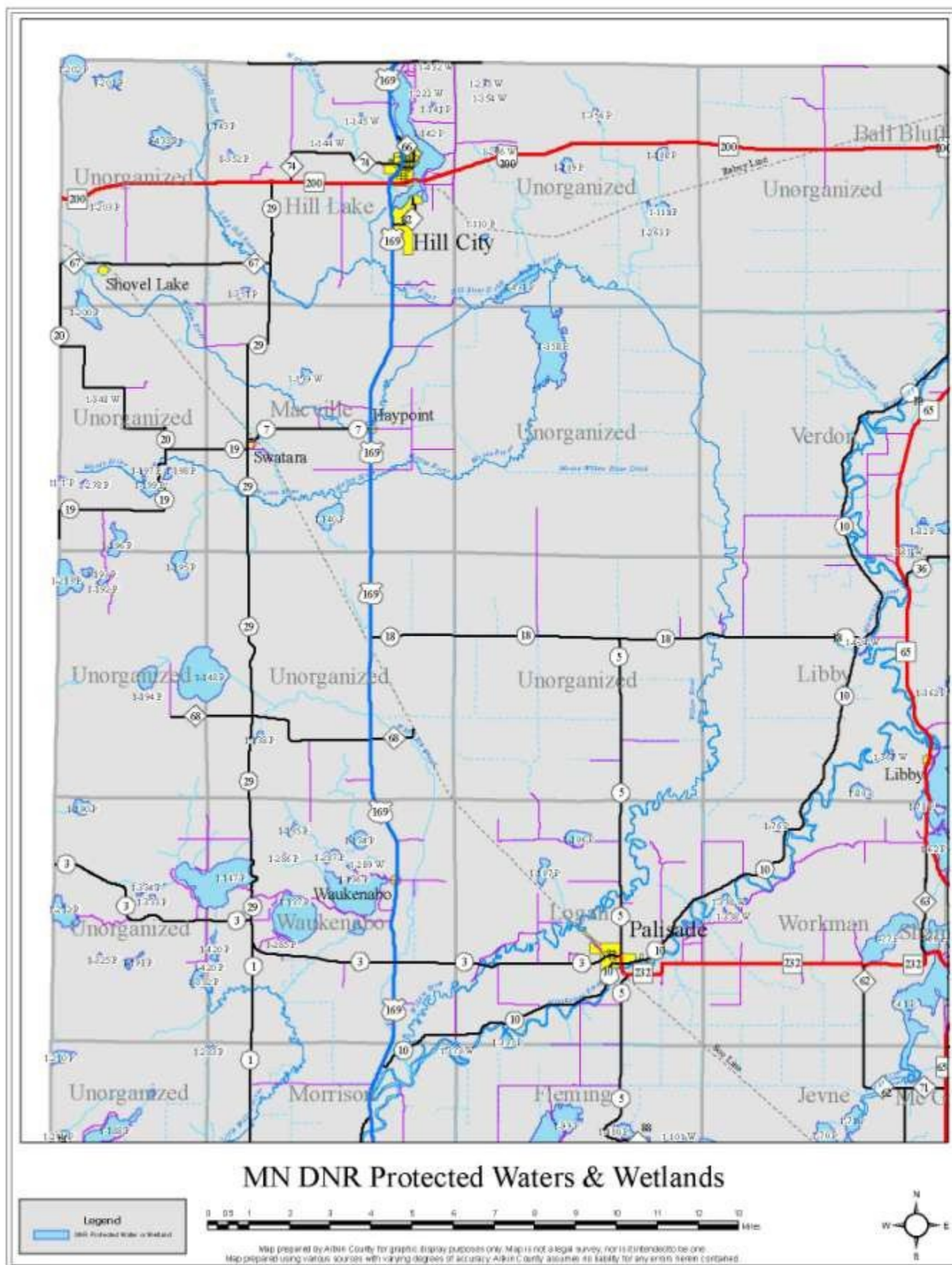
<u>Number and Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
1-7 : Jay Lake	22,27	48	22

<u>Number and Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
1-9 : Douglas Lake	23,24	48	22
1-10 : Nelson Lake	23,26	48	22
1-11 : Cranberry Lake	24	48	22
1-12 : Unnamed	13,24	48	22
1-13 : Kelly Lake	7,28	48	22
1-54 : Unnamed	32	51	23
1-75 : Ude Lake	32,33	48	24
1-81 : Oxbow Lake	35,36	51	24
1-88 : Lily Lake	3	46	25
1-94 : Johnson Lake	30	46	25
1-95 : Unnamed	34	46	25
1-101: Long Lake	13	48	25
1-103: Whispering Lake	16	48	25
1-119: Edquist Lake	7	46	26
1-127: Section 25 Lake	25	46	26
1-130: Perkins Lake	27	47	26
1-131: Johnson Lake	28	47	26
1-133: Olson Lake	32	47	26
1-139: Kangas Lake	9	51	26
1-144: Bible Lake	9,16	52	26
1-145: Chamberlin Lake	10	52	26
1-150: Little Spruce Lake	7	45	27
1-152: Cranberry Lake	8	45	27
1-154: Horseshoe Lake	9	45	27
1-155: Camp Lake	17	45	27
1-162: Lake Four	4,9	46	27
1-163: Taylor Lake	5	46	27
1-164: Christmas Lake	6	46	27
1-165: Black Shadow Lake	8	46	27
1-166: Carlson Lake	8,9	46	27
1-172: Landgren Lake	15	46	27
1-175: Dummer Lake	21,28	46	27
1-177: Anderson Lake	22	46	27
1-180: Apple Lake	33,34	46	27
1-184: Poor Farm Lake	28	47	27
1-186: Tarr Lake	34	47	27
1-205: Sanders Lake	6;1	45	27;28
1-216: Schoolhouse Lake	20,29	46	27
1-222: Unnamed	1	52	26
1-223: Camp Lake	8,17	46	27
1-224: Unnamed	7,18	46	27

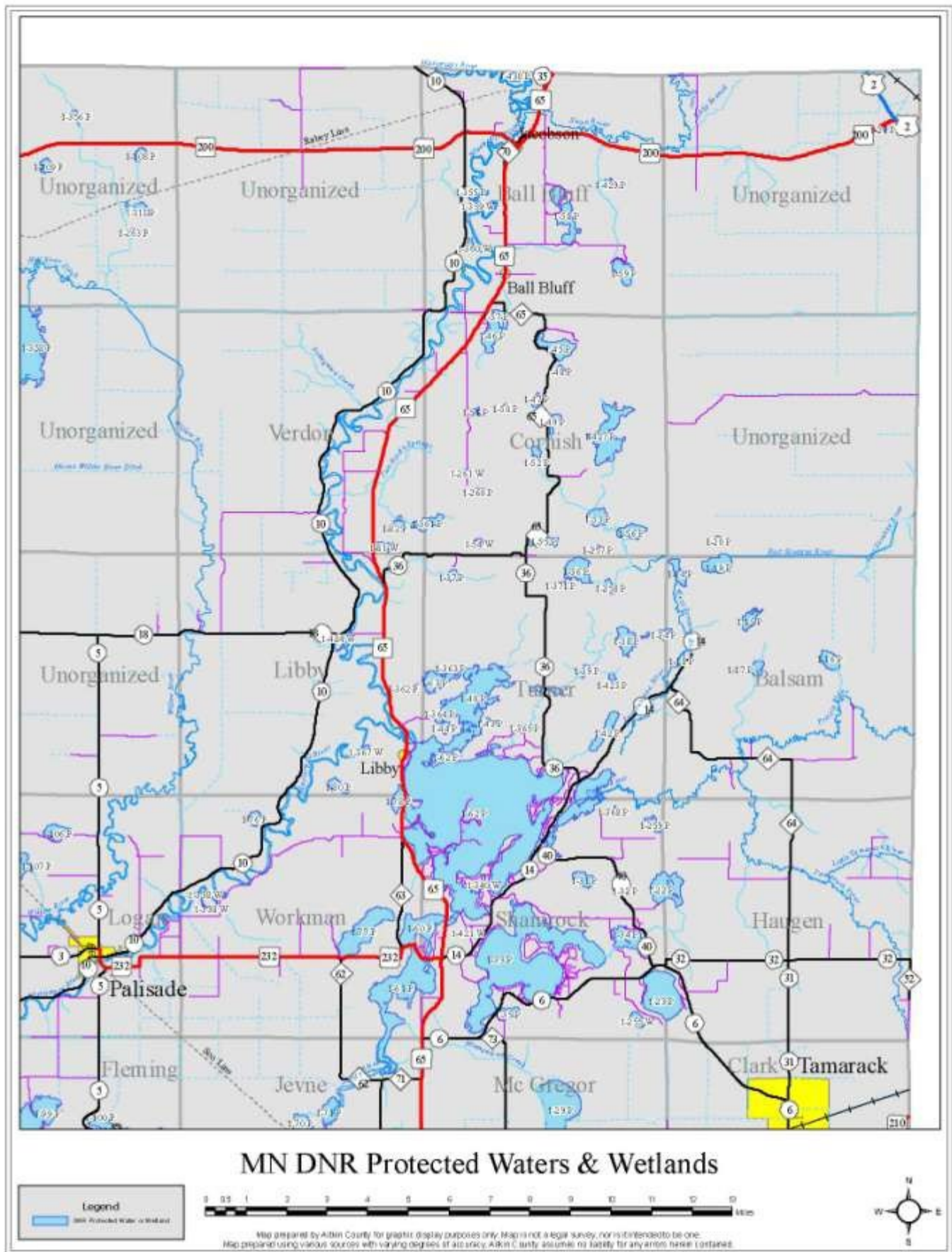
<u>Number and Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
1-225: Unnamed	18	46	27
1-226: Brennen Lake	18	46	27
1-227: Unnamed	3	46	27
1-229: Unnamed	20	45	27
1-237: Little Ripple Lake	7,18	46	26
1-239: Unnamed	22	46	26
1-240: Haveri Lake	1	46	26
1-241: Unnamed	14	46	26
1-242: Unnamed	14	46	26
1-254: Bone Lake	24	48	22
1-255: Unnamed	36	49	23
1-261: Unnamed	19,20	51	23
1-264: Unnamed	14	48	25
1-270: Unnamed	27,28	48	24
1-273: Unnamed	6	52	25
1-276: Smith Lake	17,18	52	25
1-281: Unnamed	2	46	27
1-282: Soderman Lake	5;32	46;47	26
1-288: Baker Lake	10	49	26
1-289: East Lake	10	49	26
1-309: Unnamed	10	45	25
1-312: Unnamed	22	45	27
1-316: Sjodin Lake	27	46	26
1-319: Unnamed	22	46	27
1-321: Prescott Lake	17	46	27
1-322: Unnamed	17	46	27
1-328: Unnamed	4,5	47	26
1-329: Unnamed	6,7	47	26
1-330: Unnamed	33	47	26
1-338: Unnamed	18	49	24
1-340: Unnamed	17	49	23
1-345: Unnamed	22,27	48	22
1-347: Unnamed	22	48	22
1-348: Unnamed	15	51	27
1-354: Unnamed	6	52	25
1-359: Unnamed	20	52	23
1-360: Unnamed	29	52	23
1-366: Unnamed	22	50	23
1-367: Unnamed	26,35	50	24
1-372: Unnamed	15,22	47	27
1-373: Clark Logan (Oxbow) Lake	6;1	48	25;26

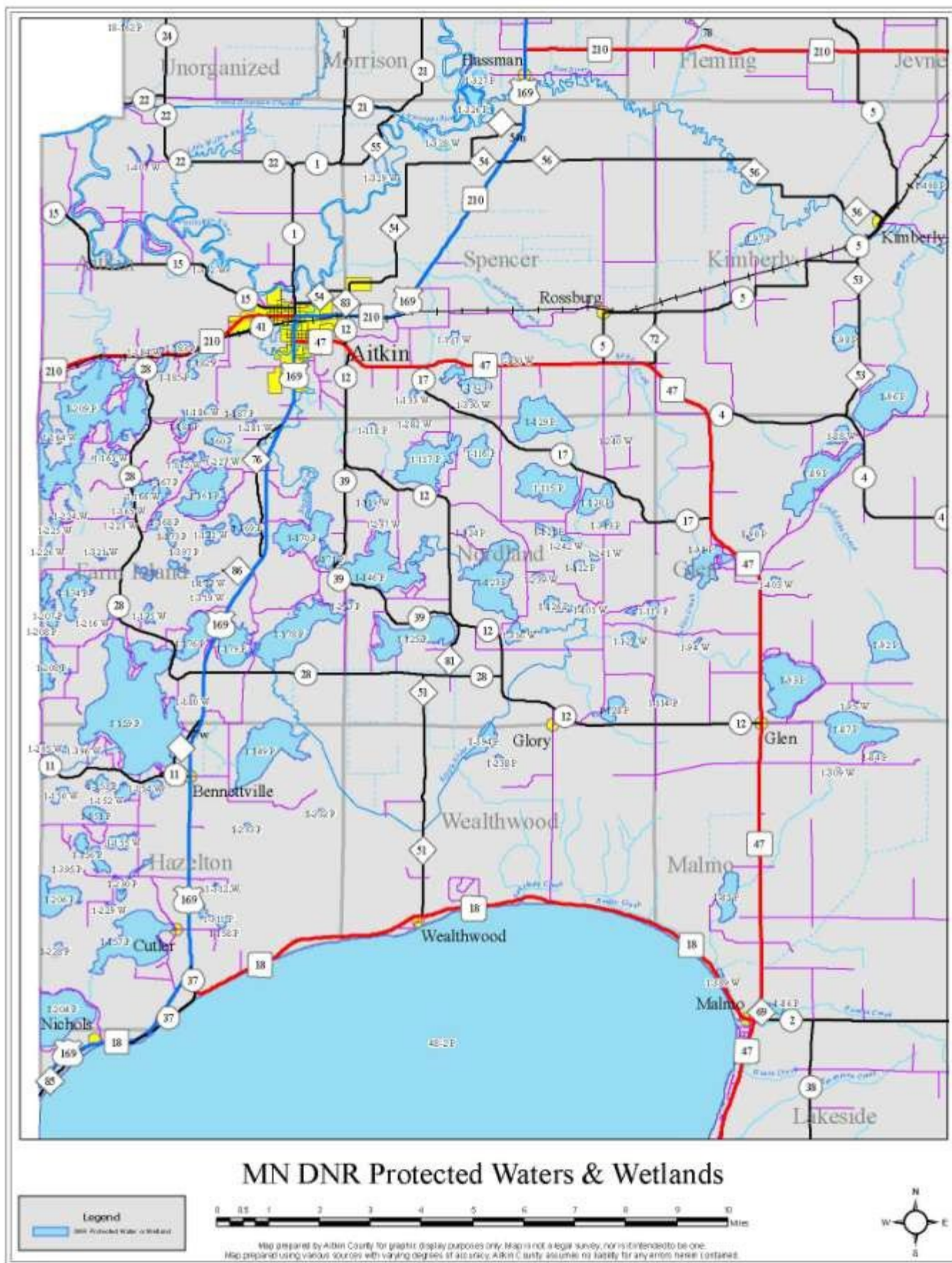
<u>Number and Name</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
1-389: Unnamed	32	45	25
1-396: Unnamed	6	45	27
1-398: Unnamed	30,31	46	27
1-399: Unnamed	5	46	27
1-401: Unnamed	23	46	26
1-403: Unnamed	21	46	25
1-407: Unnamed	4,5,8,9	47	27
1-421: Unnamed	20	49	23
1-424: Unnamed	14,15	50	24
1-432: Unnamed	1;36	52,53	26
1-434: Unnamed	30;31	50	23
*9-74 : Kettle Lake	19;24	48	21;22

\*This is corrected from a previous typographic and/or cartographic error.

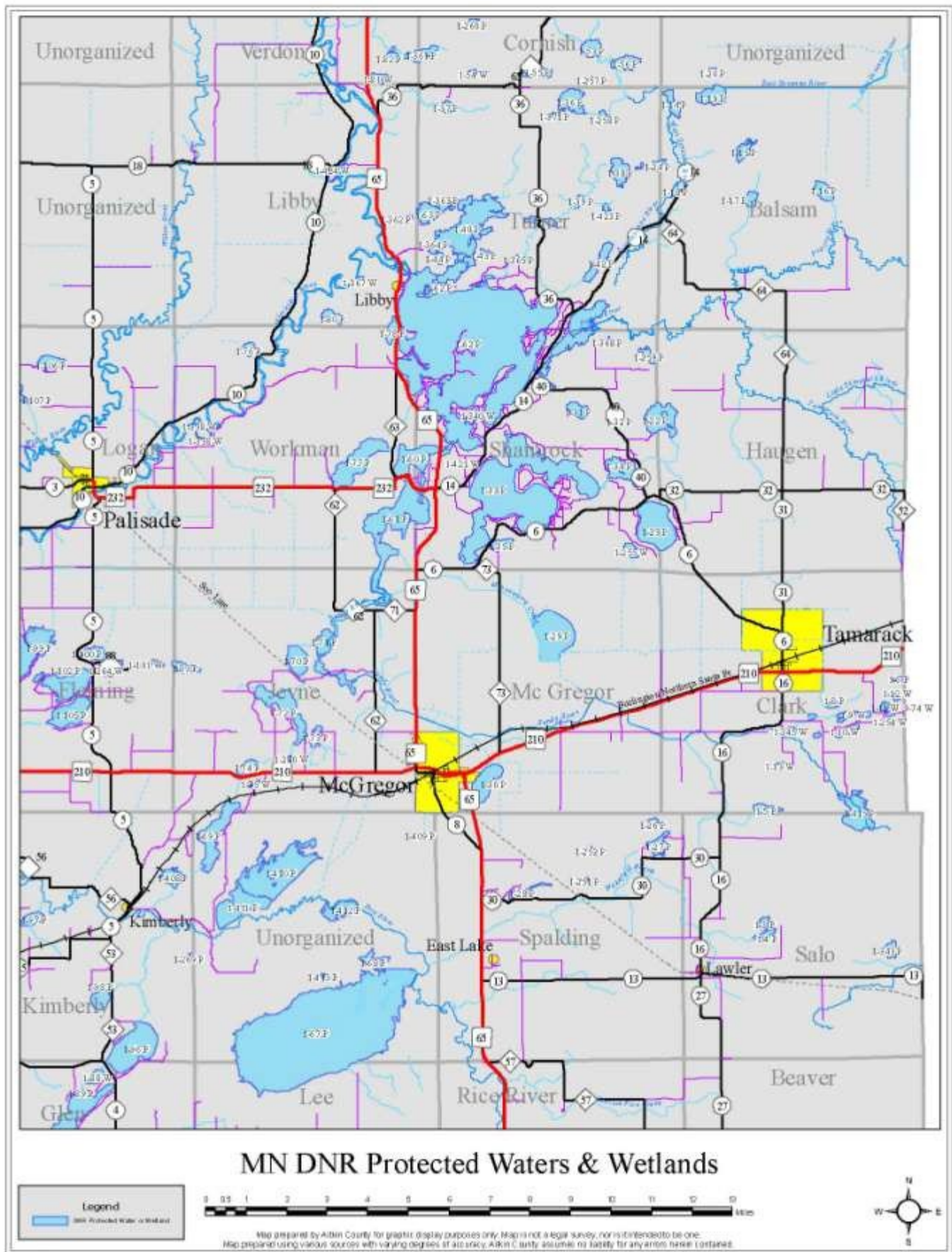




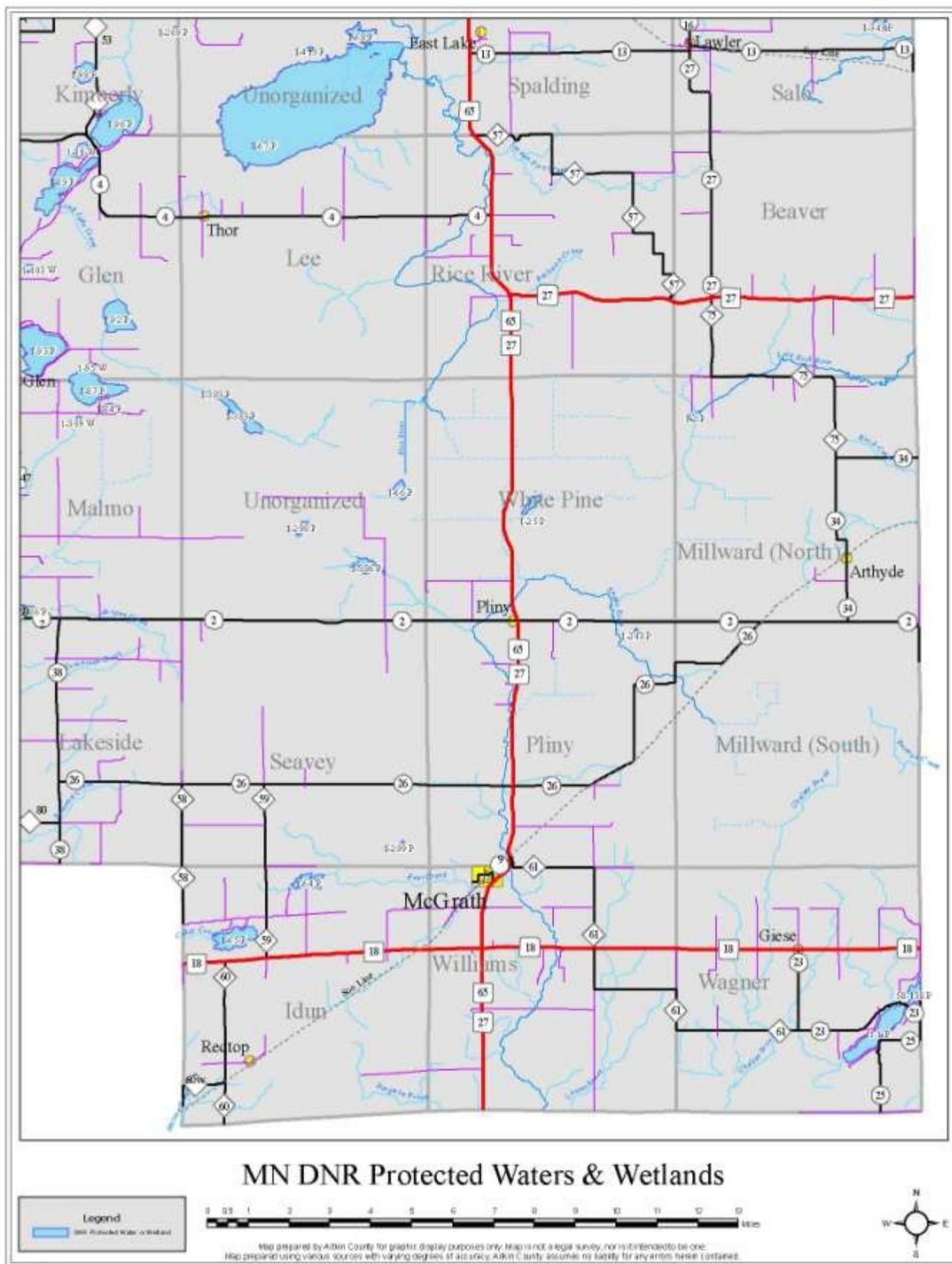


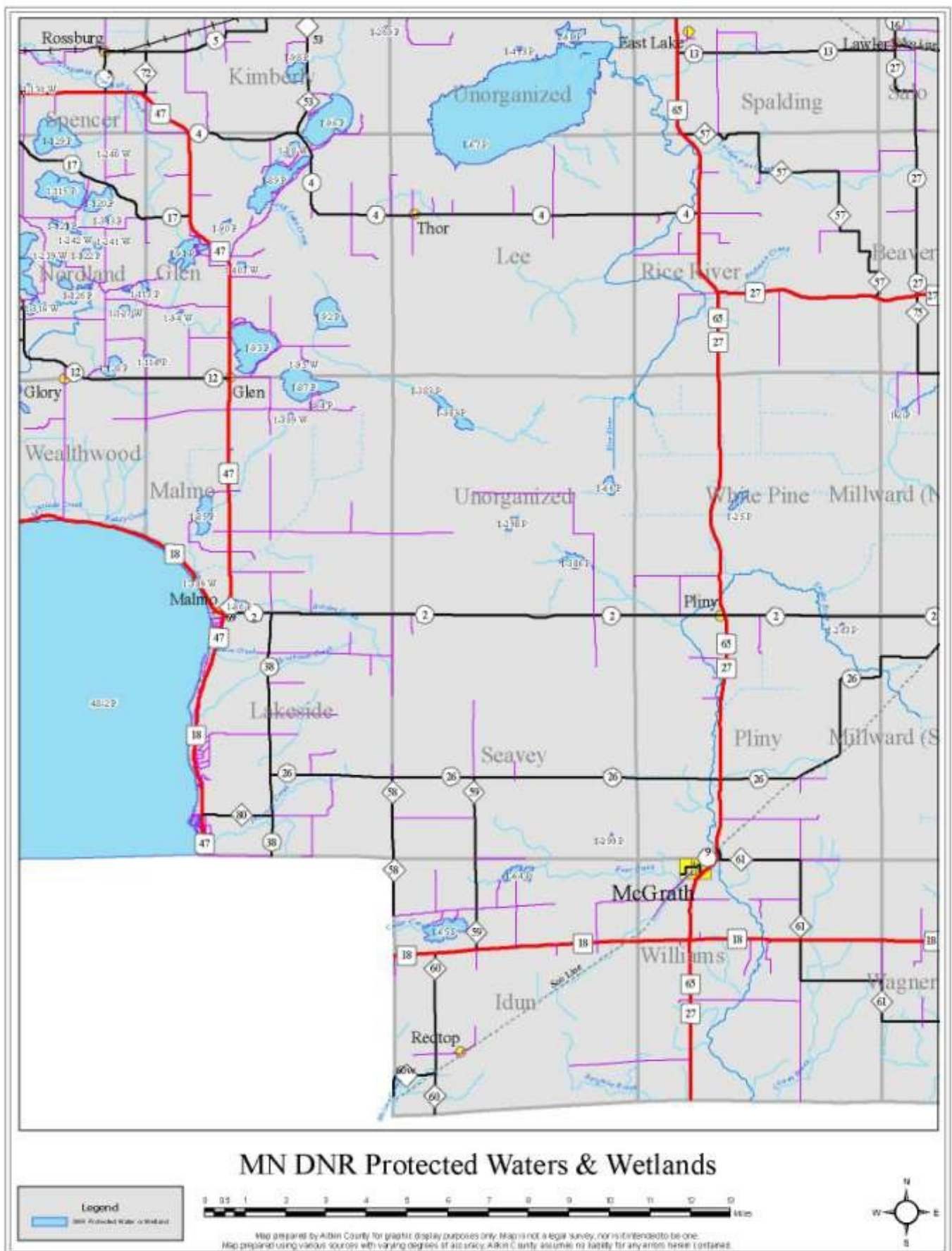














# Board of County Commissioners Agenda Request

**6B**  
Agenda Item #

**Requested Meeting Date:** February 10, 2025

**Title of Item:** 2026 Residential Waste Electronics Collection

<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) <input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>
<b>Submitted by:</b> Andrew Carlstrom	<b>Department:</b> Environmental Services
<b>Presenter (Name and Title):</b> Andrew Carlstrom, Environmental Services Director	<b>Estimated Time Needed:</b> 5 Minutes
<b>Summary of Issue:</b> <p>In an effort to encourage and offer more opportunities for Aitkin County residents to recycle used electronics and divert these items from the waste stream, I am respectfully requesting to schedule a residential electronics waste collection event on June 6, 2025 from 10AM to 1PM. I have confirmed this date with Retrofit Companies who has served as our contractor for the past 9 years. We will continue to receive screened items for \$15.00/each as recommended by Retrofit, and which is in comparable with neighboring counties.</p> <p>In 2025 we charged \$15.00 per screen item and recovered 69% of the total cost of the collection event. The total collection cost was \$4907.20 (\$1000.00 is the event fee which supplies two staff, gaylord boxes, pallets, plastic wrapping, and semi/trailer for transportation to end markets) and we took in \$3420.00 for revenue for the screened items. All non-screened items will be free-of-charge. Last year totals from June 7, 2025: 224 households participated, 228 screened items were collected.</p>	
<b>Alternatives, Options, Effects on Others/Comments:</b> Deny approval of the 2026 Residential Electronics Waste Collection Event.	
<b>Recommended Action/Motion:</b> Motion to approve the 2026 Residential Electronics Waste Collection Event on June 6, 2026. If approved, an additional motion to approve \$400.00 cash in start-up funds from the Auditor's Office is required.	
<b>Financial Impact:</b> <p>Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>What is the total cost, with tax and shipping? \$ Estimated at \$4200.00 to \$5200.00</p> <p>Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please Explain:</p>	

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



**DRAFT**

# ELECTRONICS RECYCLING DAY

**6.6.26** 10am to  
1:00pm

Aitkin County Recycling Center  
36488 400th Ave Aitkin



**Please Do  
Your Part!**

**\$15 charge per  
screen item (tv,  
monitors, etc.)**

**Regular  
recyclables are not  
accepted this day.**

Most "Not allowed" items can be disposed of at local area  
transfer stations, during regular business hours:  
Garrison Disposal: 36091 400th Avenue, Aitkin  
Countryside Sanitation: 19149 360th Street, McGregor

## **What can I bring?**

- ✓ Monitors
- ✓ TVs
- ✓ PCs, Laptops and Tablets
- ✓ Printer and copiers
- ✓ Telephone equipment
- ✓ Circuit board & hard drives
- ✓ E-scrap (keyboard, mouse)
- ✓ Small household appliances  
(blender, toaster, iron,  
coffee maker, vacuum)

## **What is not allowed?**

- ✗ Hazardous waste
- ✗ Smoke detectors
- ✗ Microwaves
- ✗ Bulbs
- ✗ Dehumidifiers & humidifiers
- ✗ Air conditioner
- ✗ Florescent bulbs
- ✗ Large household  
appliances (washer, dryer,  
refrigerator, stove)

**Questions? Call 218-927-7342**

Brought to you by Aitkin  
County Environmental Services  
Planning & Zoning.





# Board of County Commissioners Agenda Request

**6C**  
Agenda Item #

**Requested Meeting Date:** February 10, 2026

**Title of Item:** Approve Recycling Contract

- ☒ REGULAR AGENDA  
☐ CONSENT AGENDA  
☐ INFORMATION ONLY

**Action Requested:**

- ☒ Approve/Deny Motion  
☐ Adopt Resolution (attach draft)

- ☐ Direction Requested  
☐ Discussion Item  
☐ Hold Public Hearing\*  
*\*provide copy of hearing notice that was published*

**Submitted by:**  
Andrew Carlstrom

**Department:**  
Environmental Services

**Presenter (Name and Title):**  
Andrew Carlstrom, Environmental Services Director

**Estimated Time Needed:**  
10 Minutes

**Summary of Issue:**

On November 25, 2025 the County Board approved soliciting bids to operate the Aitkin County Recycling Center and recycling drop-off locations. Aitkin County received two bids by the deadline on January 9, 2026: one from Waste Management of Minnesota in Baxter, MN (our current contractor since 2021) and one bid from Garrison Disposal of Aitkin, MN (our former contractor from the 1990 until 2020). On January 27, 2026 the County Board approved accepting the RFP and authorized entering into a contract with Garrison Disposal.

Attached is the contract that has been reviewed and approved by County Attorney, Jim Ratz and myself. I recommend the Aitkin County Board approve the proposed recycling contract and authorize the Board Chair to sign the document.

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

Advertise for RFP's and see if there are any other interested companies to bid on the recycling proposal. Or hire additional staff, purchase equipment, and operate the facility and unattended recycling drop-off locations

**Recommended Action/Motion:**

Approve the proposed recycling contract and authorize the Board Chair to sign the document.

**Financial Impact:**

Is there a cost associated with this request? ☒ Yes ☐ No

What is the total cost, with tax and shipping? \$ 175,000.00 (approximate)

Is this budgeted? ☒ Yes ☐ No Please Explain:

\$210,000.00 was budgeted for 2026. Any additional can be taken out of the solid waste reserve funds.

**RECYCLING AGREEMENT**

THIS AGREEMENT, is made and entered into this March 1, 2026, by and between the County of Aitkin, a political subdivision of the State of Minnesota, hereinafter "County" and Garrison Disposal Company, located at 36091 400<sup>th</sup> Avenue, Aitkin, MN 56431, hereinafter "Contractor".

For the purpose of this Agreement, Garrison Disposal Company shall be deemed an Independent Contractor, and not an employee of the County. Any and all employees, members or associates of the Contractor or other persons, while engaged in the work or services required to be performed by the Contractor under this Agreement, shall not be considered employees of the County. Any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or the Contractor shall in no way be the obligation or responsibility of the County.

**WITNESSETH:**

WHEREAS, County has determined that reduction of the County's solid waste stream through county-wide recycling is in the public interest; and

WHEREAS, County has requested proposals from qualified companies interested in performing county-wide recycling services for the County; and

WHEREAS, the proposal of the Contractor has been received and determined by the County to be the most responsive proposal received at the best services value for the estimated costs; and

WHEREAS, representatives of the County and the Contractor have met to negotiate the detailed terms of this Contract contained herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties agree as follows:

1. **DEFINITIONS:** The terms used within this Contract shall be defined according to the definitions contained in Attachment A: "Program Definitions" (incorporated herein to this Contract).
2. **CONTRACTOR'S OBLIGATIONS:**
  - A. **Receipt of materials at County Recycling Facility.** Contractor shall provide the installation, routine maintenance and servicing of equipment for the drop-off system for receiving Recyclable Materials at County's Recycling Facility.
  - B. **Collection at Drop-Off Recyclable Materials.** This collection service element pertains only to Recyclable Materials deposited by residents at Designated Drop-Off Centers as listed in Attachment B. This collection element does not pertain to the collection of materials from residents via "curbside collection" programs

(pick-up on a house-to-house, or business-to-business basis) that may be offered by Haulers as services to their customers.

The County reserves the exclusive right to designate and establish new or alternative Designated Drop-Off Centers to be serviced by the Contractor within Aitkin County. The Contractor shall commence servicing alternative Designated Drop-Off Centers within thirty (30) days after written notice of said designation. In the event the County establishes a new Designated Drop-Off Center(s), any additional compensation to be paid by County to the Contractor for servicing said site or sites shall be negotiated and agreed upon before the Contractor shall be obligated to service the same.

- C. **Provide and Maintain Containers.** The Contractor shall provide and install Containers with adequate capacity and dimensions to serve the recycling program needs.
- D. **Servicing Containers.** The Contractor shall provide adequate servicing of the Containers. Containers shall be promptly removed and replaced by empty containers unless otherwise described herein for on call Containers.
- E. **Drop-Off Center Clean-Up.** The Contractor shall clean up Recyclable Materials deposited by residents at the designated drop-off site. No material, debris, litter or other form of Nonrecyclables resulting from the Recycling Program shall be left at the site by residents. The Contractor is not responsible for the removal of Hazardous Waste. In the event, Nonrecyclables are left at the site, Contractor shall have the right to pass through the costs for handling, including but not limited to, disposal fees, and transportation of the Nonrecyclables.

The Contractor's employees shall handle all Containers with reasonable care to avoid damage, shall replace all Containers in an upright position, and shall immediately clean up and dispose of any contents thereof that may be spilled during Contractor's collection process.
- F. **Frequency of Collection from Unattended Drop-Off Sites.** The Contractor shall remove Containers on an "on-call" basis from Unattended Drop-Off Centers.
- G. **One-Day Notice for Collection of Unattended Drop-Off Center Containers.** The County will require the Site Host to monitor the unattended Container(s) to determine when it needs servicing. The Site Host shall contact the Contractor to request servicing of Container(s). The Contractor shall have one business day from its receipt of said notice to provide collection of the Container and replacement with an empty Container. Contractor is not responsible for the actions of any Site Host including a Site Host's failure to contact the Contractor to request service.
- H. **Use of the County Recycling Facility.** The Contractor may use the County's Recycling Facility for receipt and transfer of the Recyclable Materials for delivery to a Material Processing Facility. Contractor shall have the right to use the County Recycling Facility as a transfer station for Recyclable Materials.



**I. Weights in Containers.** The Contractor will primarily weigh commingled recyclable materials using certified truck scales. Roll-off containers will be weighed individually, while materials collected from dumpsters may be consolidated prior to weighing. In the event that scale systems are unavailable, inoperable, or other operational circumstances prevent direct weighing, amounts of Recyclable Materials collected in Containers may be estimated using standard industry practices and/or historical averages. The methodology for such estimates shall be noted within monthly collection reports.

**J. Collection Records.** The Contractor shall maintain a log of all collection operations by Designated Drop-Off Center. Site-by-site data to be collected shall include, but are not limited to: if applicable, date and time of collection; gross, tare and net weight of Recyclable Materials collected; and notes about overall cleanliness of the site (e.g., illegal dumping, etc.). Materials collected from dumpsters may be consolidated prior to weighing.

**K. Monthly and Annual Collection Reports.** The Contractor shall provide a monthly report to the County including a summary of collection data, in a format mutually agreed to by the parties. Monthly reports shall be due by the 15<sup>th</sup> of each month for data covering the previous month. Monthly collection reports shall provide site-by-site and total data including, but not limited to: frequency of collection; net weight of recyclables; net weight of MSW if an Attended Drop-Off Site; generalizations about levels of contamination in the recycling containers; and generalizations about the overall cleanliness of the site.

Monthly and annual collection reports shall provide, at a minimum, data about the source and type of tons received by the Contractor at the County Recycling Facility, including, but not limited to: Aitkin County Drop-Off Center recyclables collected pursuant to the collection requirements of this Contract; Aitkin County residential recyclables curbside; and Aitkin County non-residential recyclables.

Annual reports shall provide sum totals for each year of data contained in the monthly reports, in a format specified by the County. Annual reports shall be due by February 15 of each year for data covering the previous year.

**L. Public Relations / Public Education**

1. Public Education Materials. The Contractor shall support public education efforts for recycling primarily through digital platforms, including the Contractor's website and the County's website, by providing information regarding acceptable and non-acceptable recyclable materials and proper material preparation. Digital content shall be developed in coordination with the County and subject to County review and approval prior to publication. Limited use of printed materials may be provided upon County request. The Contractor may also propose optional digital outreach methods, such as social media platforms, subject to County approval.

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2. Phone Answering System. The Contractor shall implement and maintain a phone answering system that provides answers to residents questions about the County's recycling programs and provides a direct means of communicating service complaints.

The office or answering service shall be in service with continuous supervision during the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday. Address and telephone number of such office or answering service and any changes therein shall be the address and telephone number of the Contractor.

3. Relations with Site Hosts. The Contractor may assist the County in maintaining and improving good relations with Site Hosts. The Contractor will be encouraged to provide other services or amenities to increase the incentives for hosts of Unattended Drop-Off Centers to improve site monitoring, however, Contractor shall not be obligated to provide other services or amenities.
4. Instructional Signs at Drop-Off Centers. To the extent allowed by the Site Host, the Contractor shall provide and install signs at each designated drop-off site that itemizes the type of Recyclable Materials acceptable and unacceptable for each commodity. The Contractor shall provide the County with a draft design and mock-up (including actual text) of the signs for County approval before final production and installation. Notwithstanding the foregoing, Contractor is not responsible for supervising or manning the Designated Drop Off Centers.

**M. Receipt/Transfer of Recyclable Materials**

1. Operation of County Recycling Facility. The Contractor shall operate and maintain the County's Recycling Facility. The County owns the land and building only. Routine operations and maintenance shall be the responsibility of the Contractor. Routine operations and maintenance shall include, but not be limited to: operation / payment of all utilities, routine site / building clean-up, litter control, snow plowing, minor repairs, etc. Capital improvements including major repairs or replacement of building and/or building fixtures such as heating system, driving surfaces, shall be the responsibility of the County. Payment of taxes relating to real estate and personal property owned by County is the responsibility of County.

The Contractor shall acquire, install and maintain its own equipment for receiving and transferring Recyclable Materials at its own expense.

The County Recycling Facility shall be open to the public for depositing materials during the following hours:

Monday through Friday:	7:30 a.m. to 4:00 p.m.
Saturday:	8:00 a.m. to 12:00 p.m.
Sunday:	Closed
Holidays:	Closed

These are the minimum hours that the County's Recycling Facility shall be open to the public for purposes of depositing materials at the County's Recycling Facility. These hours may not reflect the actual hours for receipt and/or transfer of Recyclable Materials at the County's Recycling Facility.

The Contractor shall specify the annual holiday schedule where the County Recycling Facility will be closed to the public. This holiday schedule should be communicated via digital and/or printed outreach as outlined in subsection 2.L.1.

2. Receipt or Transfer of Materials from Designated Drop-Off Centers. The Contractor shall specify in writing the intended plan of operations for the County's Recycling Facility including, but not limited to: safety, storage (both inside and outside the building), and other materials handling (e.g., forklift, bobcat, etc.). The basic components of the County's Recycling Facility operating plan may not be changed without prior written approval by the County.
3. Operation of County Recycling Facility. The Contractor shall only be responsible for providing the equipment, equipment installation, and operation of the equipment for receiving and transfer of Recyclable Materials at the County's Recycling Facility and is not responsible for the building or building's fixtures.
4. Material Handling Data. The Contractor shall maintain ongoing records on the amounts in tons of Recyclable Materials received and transferred including Nonrecyclables or contamination.
5. Monthly and Annual Reports. The Contractor shall summarize material handling data in monthly and annual reports to the County. Monthly reports shall be due by the 15<sup>th</sup> of each month for data covering the previous month.

Monthly and annual material handling data reports shall provide, at a minimum, data about the source and type of tons received at and/or transferred from County's Recycling Facility, designated drop-off recyclables collected pursuant to the collection requirements of this Contract.

Identities of end-markets may be kept confidential by the Contractor, except as requested by the County. Annual reports shall provide sum totals for each year of data contained in the monthly reports. Annual reports shall be due by February 15 of each year for data covering the previous year.

### 3. TERM / TERMINATION OF THE CONTRACT

- A. Five Year Term. The initial term of this recycling services Contract shall be for five years, with five, one-year extension options. The initial Contract term shall

begin March 1, 2026 and expire February 28, 2031. Thereafter, this Contract may be extended or renewed upon mutual agreement of the parties in writing.

- B. County's One-Year Extension Options.** The Contractor may request a one-year contract extension if written notice of such request is received by the County by twelve (12) months prior to current expiration date. Granting requests for contract extensions shall be at the sole discretion of the County and shall not be appealed. Contract extensions will provide for the same service levels and pricing as per this Contract (with any escalators applied as per Section 5.G).

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- C. County Retains Right to Extend and Postpone Contract Termination Date.**

The County shall retain the rights to extend the Contract at any time and to postpone the initial Contract termination date, subject to a written amendment executed by the Contractor and County.

- D. Termination of Contract Due to Contractor Default.** The County may, after giving Contractor and the surety seven days written notice and to the extent permitted by laws and regulations, terminate the Contract due to Contractor default. Default can include one or more of the following actions by the Contractor:

1. Failure to Perform. The required work as specified in this Contract, and fails to correct the deficiency within 30 days after receiving written notice from the County. In addition to other services, if the Contractor repeatedly fails to perform the services itemized in Section 4.K "Liquidated Damages", the Contractor may be deemed to be in default of this Contract.
2. Violation of Any Law or Regulation. Of any municipal, county, state or federal laws, rules, regulations, ordinances and specifications.
3. Filing for Bankruptcy or Insolvency. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;  
  
If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under other federal or state law in effect at the time relating to bankruptcy or insolvency.
4. Assignment of this Contract. without the prior written approval of the County.

- E. Contractor Termination of the Contract Services.** Contractor may stop service or terminate the Contract if, through no act or fault of the Contractor, the County Recycling Program is suspended for a period of more than ninety days by the County or the County fails to perform any other obligations under the Contract. Contractor may, upon seven day's written notice to the County, terminate the Contract and recover from the County payment for completed services.

- F. **Program Re-Evaluation.** The design and performance of the program shall be re-evaluated at the one-year and two-year anniversary dates of the Contract. If program changes are recommended by the County or Contractor that affect service costs, this will be considered a triggering event for renegotiation. If County or Contractor fails to re-negotiate or reach a mutually acceptable service cost, either party may terminate the contract with a 90-day written notice.

4. **LEGAL AND INSURANCE REQUIREMENTS**

- A. **Ownership and Responsibility of Material.** Upon collection from the Designated Drop-Off Centers, all Recyclable Materials in and immediately around the containers becomes the property and responsibility of the Contractor. Any other nonhazardous waste materials resulting from illegal dumping at any Unattended Drop-Off Center may be handled by Contractor in its sole discretion. Contractor reserves the right to increase rates charged the County and/or assess contamination charge in the event such nonhazardous waste material becomes excessive.
- B. **Indemnification.** The Contractor shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, which the County may suffer or for which it may be held liable, arising out of or resulting from the Contractor's or his agent's or employee's negligent actions in the performance of this Contract. Prior to the commencement of the Contract, the Contractor shall furnish the County certificates of insurance in force.
- Compliance by the Contractor with the foregoing requirements to carry insurance and furnish certificates thereof shall not relieve the Contractor from liability assumed under any provisions of this Contract.
- C. **Independent Contractor.** The Contractor shall be deemed an independent Contractor, and not an employee of the County. Any and all employees, members or associates of the Contractor or other persons, while engaged in the work or services required to be performed by the Contractor, per this Contract shall not be considered employees of the County. Any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or the Contractor shall in no way be the obligation or responsibility of the County.
- D. **Contractor Performance Bond.** The Contractor will be required to furnish financial assurance to compensate the County for losses that may be incurred in the event Contractor fails to faithfully perform Contractor's obligations under this Contract. Said financial assurance shall be \$175,000.00 and shall take the form of a corporate surety bond, or in lieu thereof, an irrevocable letter of credit. Said financial assurance shall stay in effect throughout the contract period.
- E. **Worker's Compensation Insurance.** The Contractor shall provide and maintain worker's compensation insurance as required by law.

- F. Insurance.** Contractor shall provide and maintain at all times while this Contract is in effect Comprehensive General Liability Insurance insuring against liability imposed by law for bodily injury or death, in the minimum sum of \$1,500,000 any one person and in the minimum sum of \$1,500,000 for two or more persons for the same occurrence, and for damage of property in the minimum sum of \$500,000, as indicated on the Contractor's certificate of liability. The County of Aitkin shall be named as an additional insured on said policy for incidents arising out of the Contractor's negligent performance of this Contract, which shall provide that the coverage may not be terminated or changed by the insurer except upon thirty days (ten days for nonpayment) written notice to the County Auditor. All endorsements shall apply to both bodily injury or death and property damage coverages. The Contractor is also required to provide no fault motor vehicle insurance under the Auto Liability Insurance with regard to all motor vehicles used in carrying out the terms of this Contract, in the same amounts specified.
- G. Auditing.** The Contractor shall allow the County to examine Contractor's books, records, documents, and accounting procedures and practices relevant to the operation of the County's Recycling Facility and/or records pertaining to the transfer of materials to a Materials Recovery Facility.
- The Contractor shall also allow the Legislative Auditor or the State Auditor as appropriate to examine Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract. Contractor shall retain above referenced items for a minimum of 6 years.
- H. Non-Discrimination.** Contractor agrees that Contractor shall not discriminate against any employee, applicant for employment or other person, supplier, or contractor because of race, color, religion, sex, marital status, national origin, disability or public assistance.
- I. Assignment and Subcontracting.** Neither the County nor the Contractor shall assign the Contract, or any part thereof, nor shall either the County or the Contractor sub-contract this Contract or any part thereof without the prior written approval of the other party.
- The Contractor may not assign any parts of this Contract via sale, merger or acquisition of the Contractor's company without the prior written approval of the County. The County, at its sole discretion, may elect to fully enforce the provisions of the Contract, rebid or renegotiate the Contract if the Contractor sells, merges or is acquired. The County shall specify its decision and schedule for how to continue the recycling services as specified in this Contract within its written response to the Contractor.
- J. Compliance with All Laws, Rules, Regulations and Licensing Requirements.** The Contractor and the County shall comply with all applicable municipal, county, state and federal laws, regulations, ordinances and specifications provided to Contractor in writing. The Contractor shall be licensed by Aitkin County as a solid waste hauler and shall pay the required annual County license fees. The County is responsible for maintaining permit for the County Recycling Facility.

The Contractor shall obtain all other municipal and county licenses applicable to collect, handle, store, transfer, remove, transport or dispose of nonhazardous solid waste or Recyclables within Aitkin County.

- K. Liquidated Damages.** The County and Contractor agree, in addition to any other remedies available to the County, the County may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations:

1. Failure to service and collect drop-off containers within the one business day limit as specified in Section 2.D ("Servicing Containers") and Section 2.G ("One-Day Notice for Collection of Unattended Containers") - \$100 per incident. Contractor shall not be responsible for Site Host or the County's failure to notify Contractor.
2. Failure to provide monthly and annual reports as specified within Section 2.K - \$200 per incident.
3. Failure to respond to legitimate service complaints in a reasonable, professional and timely manner - \$50 per incident.

These amounts are liquidated damages for losses suffered by the County, and not a penalty.

- L. Dispute Resolution Process.** The County and the Contractor agree to first use the following process to resolve disputes about issues related to the performance of this Contract. If an issue arises requiring resolution, either party shall initiate this dispute resolution process by notifying the other party and scheduling a meeting. The meeting shall serve as a fact-finding opportunity to identify the issue, clarify the problem, review this Contract provisions relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. The parties shall make a good faith effort to complete the agreed-upon tasks within 30 days of the initial dispute resolution meeting, or specify an alternative schedule and deadline for resolving the issue. This dispute resolution process shall be considered as one alternative to the County declaring the Contractor in default as per Section 3.D of this Contract. Nothing in this Contract section, Dispute Resolution Process, shall be construed or implied to reduce, eliminate or otherwise affect the rights of the County to use any and all other means of legal remedies.

- M. Contact Persons for Legal Notices.** The Contractor identifies Paul Fischer or Adam Henderson, who shall be designated to receive all notices and communications on behalf of the contracting parties with regard to the Contract. Written notice required to be provided to the County pursuant to this Contract shall be provided to the County Solid Waste Administrator, Department of Environmental Services, Aitkin County, 307 Second Street NW, Room 219, Aitkin, MN 56431. Written notice is required to be provided to the Contractor pursuant to this Contract and shall be provided to the Garrison Disposal Company, 36091 400<sup>th</sup> Avenue, Aitkin, MN 56431.

- N. **Performance.** Contractor shall see that all work done pursuant to this Contract is accomplished with work forces and equipment which are adequate to insure the satisfactory collection and disposal of said materials at all times. Failure to perform may be excused only by an event of Force Majeure as defined in "T" below.
- O. **Conflict of Interest.** Neither the Contractor nor its employees either presently have, nor shall acquire interest, direct or indirect, in the Contract in any manner forbidden by law. No County official, or deputy or clerk or employee of such official, shall be directly or indirectly interested in this Contract.
- P. **Severability.** This Contract is subject to the laws of the United States of America, the State of Minnesota and Ordinances of the County of Aitkin. In the event that any provision of this Contract shall be held to be contrary to law or Ordinance by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision or provisions shall be voided. All other terms and conditions of the Contract shall continue in full force and effect. The voided provision or provisions may be renegotiated at the written request of either party to this Contract.
- Q. **Governing Law.** This Contract shall be deemed to be a contract made in the State of Minnesota and shall be interpreted and construed in all respects in accordance with the laws of the State of Minnesota applicable to contracts wholly to be performed therein.
- R. **Modification.** Any alterations, variations, modification or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, signed by the authorized representatives of the County and Contractor and attached to this Contract.
- S. **Integration.** The Parties agree that the entire Contract between the Parties is contained herein and that this Contract, including any and all exhibits attached hereto, supersede all oral Agreements and negotiations between the Parties relating to the subject matter hereof, as well as any previous agreements between the Contractor and the County or either of them relating to the subject matter hereof.
- T. **Force Majeure.** Contractor's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, Contractor shall notify the County immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

**5. PAYMENTS AND RECORDS**

- A. **Monthly Invoices.** The Contractor shall submit monthly invoice statements for payment for services rendered to the County for payment by County said invoice statements to be submitted to the Aitkin County Department of Environmental Services.
- B. **Service Components.** Monthly invoices shall specify the following level of services:
1. **Collection for Unattended Drop-Off Centers** The Contractor shall be paid on a per call dump or weekly/monthly dump schedule for the 8 yard dumpsters, and a per haul charge for the 20 yard containers as set forth in Attachment D.
- C. **Payment for Services.** The County shall pay the Contractor for services rendered as invoiced within 30 days from the date of invoice
- D. **Compensation / Prices for Contract Services.** The County and the Contractor agree that the pricing in Attachment D shall be paid by the County.
- E. **Data Practices.** The County shall designate a management official as the responsible authority for the County.
- F. **County Record of Complaints.** Complaints on service received by the County will be recorded in writing listing time, date, and name along with the address and telephone number of the person making the complaint on forms furnished by the County. A written copy of the complaint listing the nature of complaint shall be submitted to the Contractor. Monthly reports to the County by the Contractor shall identify the complaint and follow-up action taken.
- G. **Annual Adjustments.** The fees established in Attachment D shall be annually adjusted on March 1st by the changes in the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, and as published by the U.S. Bureau of Labor Statistics. In addition, the charges shall be adjusted to reflect any applicable new or increases in federal, state, county, or local taxes or fees. Disposal rates reflect third-party processing and disposal market conditions and may be adjusted annually to reflect documented changes in such market rates, including annual average pricing, regulatory fees, or other applicable charges. No CPI adjustment shall be applied to disposal rates.
- H. **Transition Period Clean-Ups.** The Contractor may perform clean-ups of sites closed or transitioned from permanent, unattended Drop-Off Centers to scheduled pick-up, attended sites. Costs of such clean-up will be estimated by the Contractor based on the volume and frequency of material to be collected and removed. The Contractor shall provide such estimates immediately upon request of the County. The County shall retain the right to contract with other haulers for the clean-up services at its sole expense.



In Witness whereof, the Parties hereto set their hands.

By the duly elected or appointed representatives of **AITKIN COUNTY**:

_____	<u>2/10/2026</u>
BOARD OF COMMISSIONERS, CHAIRPERSON	Date

_____	<u>2/10/2026</u>
COUNTY ADMINISTRATOR	Date

_____	<u>2/10/2026</u>
DIRECTOR OF ENVIRONMENTAL SERVICES DEPARTMENT	Date

_____	<u>2/10/2026</u>
AITKIN COUNTY ATTORNEY	Date

By the duly appointed representatives of the **CONTRACTOR**.

The Contractor acknowledges by his/her signature on this document that the Contractor has received a copy of this Contract and is in full agreement with the terms as imposed upon the Contractor by this Contract and that the Contractor will comply with those terms and conditions.

_____	_____
Garrison Disposal Company	Date

**ATTACHMENT A - PROGRAM DEFINITIONS**

1. "Containers" means covered roll-off boxes, dumpsters or other suitable types of container systems (e.g., front load dumpsters) for collection of single stream Recyclable Materials and must provide adequate covering to prevent littering and precipitation from getting into the materials; adequate capacity; and ease of access by residents to deposit recyclable materials (e.g., unloading height not too high).
2. "Contamination" or "Contaminants" means non-recyclable materials deposited in the containers that are not acceptable as Recyclable Materials as defined in the Contract. Contractor shall have the right to initiate and impose a contamination charge in the event Contaminants reach an unacceptable level, in the sole discretion of Contractor.
3. "Contractor" means the County's contracted recycling service vendor as per this Contract.
4. "County Recycling Facility" means the Aitkin County Recycling Facility located at 36488 400<sup>th</sup> Ave, Aitkin, Minnesota 56431.
5. "Designated Drop-Off Center" means a specified facility for storage of recyclable materials. These facilities may be attended or unattended and will be located at site locations and schedules as specified by the County.  
  
Attachment B is the current list of designated drop-off centers, including description of specific site locations and schedules of operations.
6. "Site Host" means the site sponsor, agency or business. The container may be on or near host's property. If the site is an unattended drop-off center, the site host will designate a contact person responsible for monitoring the recycling container as it fills up.
7. "Haulers" means solid waste management and / or recycling firms that provide collection services to residents and businesses in or near the Aitkin County region.
8. "Markets" for recyclable material include any person or company that buys (or charges) for recycling of specified materials. "Markets" may include, but are not limited to: end-markets, intermediate processors, brokers and other recycling material reclaimers.
9. "Materials Recovery Facility" is a general term and means a recycling facility that sorts, processes and markets Recyclable Materials.
10. "Recyclables Collection" means taking up of all Recyclable Materials accumulated in Containers at Designated Drop-Off Centers and the transporting of the Recyclable Materials to a Materials Recovery Facility where they can be processed and / or transferred for marketing.
11. "Recyclable Materials" means those "minimum list of materials" identified by the County in Attachment C.

12. "Recycle/Recycling" means the process of collecting, processing and preparing recyclable materials and reusing them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.
13. "Recycling Facility" is a general term and means either the County recycling facility or a designated private recycling facility.
14. "Attended Drop-Off Center" are Designated Drop-Off Centers where physical access is managed by either a Site Host, the Contractor, or a County Employee. These sites may have limited access to the public and may have specified hours. These sites do not have staff present whereby residents are asked to unload their own recyclables without supervision.
15. "Unattended Drop-Off Centers" are Designated Drop-Off Centers that do not have staff present whereby residents are asked to unload their own recyclables without supervision. Unattended Drop-Off Centers, in general, are open 24-hours per day, seven days per week, as specified by the County in Attachment B.
16. "Hazardous Waste" is any hazardous waste as defined in the Aitkin County Solid Waste Ordinance, state and/or federal laws.
17. "Holiday" is defined as New Year's Day, Memorial Day, Independence Day (July 4<sup>th</sup>), Labor Day, Thanksgiving Day, and Christmas Day. Additional holidays shall be defined by the contractor.

**ATTACHMENT B - LIST OF DESIGNATED DROP-OFF CENTERS**

Site No.	City/Location	Establishment (As Host for Site)	Service Type/Materials <sup>(b)</sup>	Minimum Frequency of Service <sup>(c)</sup>
1.	Aitkin/County Courthouse	Aitkin County	Unattended Service (County use only)	On Call
2.	Aitkin/County Recycling Center	County/Contractor	Attended Service (Public use)	M/W/F - Empty as needed - On Call
3.	Aitkin/High School	High School	Attended Service (School use only)	On Call
4.	Aitkin/Rippleside Elem School	Elementary School	Attended Service (School use only)	On Call
5.	Hill City (newly proposed)	City of Hill City	Unattended Service (Fenced-Public use)	On Call
6.	Hill City School	School	Unattended Service (School use only)	On Call
7.	Long Lake Conservation Center	Conservation Center	Unattended Service (Center use only)	On Call
8.	Malmo	Petry's By the Lake	Unattended Service (Public use)	2 <sup>nd</sup> and 4 <sup>th</sup> Monday thru Thursday <sup>(c)</sup>
9.	McGrath	Pour Lewey's	Unattended Service (Public use)	2 <sup>nd</sup> Wednesday - Thursday 10:00am – 12:00pm
10.	McGregor School	School	Unattended Service (School use only)	On Call
11.	Palisade	Palisade Public Works	Unattended Service (Fenced-Public use)	On Call
12.	Savanna State Park	MN DNR	Unattended Service (Park guests only)	On Call (Seasonal)

Notes:

(b) "Service" means collection of all Single Stream Specifications set forth in Attachment C

(c) These Unattended Drop-Off Centers will have the Container dropped off by 11:00am on Monday and removed after 1:00pm on Thursday.

<b><u>ATTACHMENT C - LIST OF DESIGNATED RECYCLABLE MATERIALS</u></b>		
<b>Acceptable</b>	<b>Items NOT recyclable ("Non-recyclables")</b>	<b>Resident Preparation Instructions</b>
<b>Glass</b> Glass food and beverages containers – brown, clear, or green	Ceramic dishes, Dirty bottles, Bottles with caps Dinner Plates. Ovenware Clay pots Drinking glasses, crystal, broken glass Windowpanes, mirrors Light bulbs	No need to separate by color Remove lids Rinse to remove residue Do not break glass
<b>Plastic No. 1, 2 and 5</b> Plastic bottles with screw top only: Milk, pop, beverage containers, Laundry Soap, cool whip and butter tubs	Plastic Bags, Any type of plastic film Pails, tubs, plates, plastic cups, bowls, caps, lids, Ketchup cups Plastic utensils, dirty bottles, rubber products, Styrofoam cups and packing materials, polyvinyl sheeting, heat shrink wrap	Rinse to remove residue Do not try to recycle more than these types of bottles Throw away all other non-plastic
<b>Cans: Aluminum and Tin</b> Steel/tin cans Aluminum cans (emptied) Aluminum pie and meat tins	Wire strapping, dirty cans, aluminum foil, cardboard cans, appliances, power tools or batteries, metalized-look plastics, screw-on lids	Rinse to remove residue No need to remove labels

<b><u>ATTACHMENT C (continued) - LIST OF DESIGNATED RECYCLABLE MATERIALS</u></b>		
<b>Acceptable</b>	<b>Items NOT recyclable ("Non-recyclables")</b>	<b>Resident Preparation Instructions</b>
<b>Cardboard</b> Corrugated cardboard (cardboard from boxes with fluted center and two side panels) Clean Uncoated Paperboard (cereal, kleenex, chip and pizza boxes).	Chipboard, packing peanuts, cellulose packing, foil, plastic wrap, egg crate material, milk cartons, wood scraps Waxed or coated cardboard No meat or juice stained cardboard	Flatten boxes Remove plastic or waxed paper liners and all Styrofoam packing materials
<b>Paper</b> Newspaper, magazines, catalogs, phone books Office paper: white or pastel Stationary/typing paper Envelopes: White, gold, brown, post-it notes, computer paper, Adding machine paper, manila folders, note paper, thermal fax paper, NCR (carbonless copy-through paper)	Blueprints, carbon paper, construction paper, food packaging, napkins, paper towels, paper plates and cups, tissue Metal bindings, plastic covers, Puzzle books, comic books, Rubber bands, paper clips, Adhesive labels and stickers Cellophane, foils	Must be dry, loose, unshredded, non-soiled paper

**Notes:**

Material from the County may not contain Non-recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Garrison Disposal's property, its personnel or the public or materially impair the strength or the durability of Garrison Disposal's structures or equipment.

The County shall pay Garrison Disposal for a contamination fee with respect to any non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Garrison Disposal's operating or profit margin. Without limiting the foregoing. Additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. To the extent allowed by law, Garrison Disposal reserves the right upon notice to discontinue acceptance of any category of Recyclables set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at County's Cost. County reserves the right to request the appropriate information pertaining to market conditions.

**Attachment D –Drop-Off Center Collection Details**

Pricing for 8 yard dumpsters is a per dump/haul charge plus a disposal fee per ton of recyclables. Pricing for the 20-yard roll-offs is a per dump/haul charge plus a disposal fee per ton of recyclables. All dumpster contents to be weighed on certified scale or under certain circumstances, dumpster weights may be estimated using standard industry practices and/or historical averages. All Single-Stream Recycling

Center No.	City/Location	Establishment (As Host for Site)	Service Type/Materials <sup>(b)</sup>	Container Counts and Service Frequency
1.	Aitkin/County Courthouse	Aitkin County	Unattended/Full service (County use only)	1-8 Yard On Call \$19.50/dump plus disposal fee of \$86.00/ton
2.	Aitkin/County Recycling Center	County/Contractor	Attended/Full service (Public use)	15-8 Yard On Call \$14.50/dump plus disposal fee of \$86.00/ton
3.	Aitkin/High School	High School	Attended/ Full service (School use only)	1-8 Yard On Call \$19.50/dump plus disposal fee of \$86.00/ton
4.	Aitkin/Rippleside Elementary School	Elementary School	Attended/ Full service (School use only)	1-8 Yard On Call \$19.50/dump plus disposal fee of \$86.00/ton
5.	Hill City (new proposed site)	City of Hill City (under construction)	Unattended/ Fenced/Full service (Public use)	1-20 Yard On Call \$609.00/Haul plus disposal fee of \$86.00/ton
6.	Hill City School	School	Unattended/Full Service (School use only)	1-20 Yard On Call \$609.00/Haul plus disposal fee of \$86.00/ton
7.	Long Lake Conservation Center	Conservation Center	Unattended/Full Service (Center use only)	1-20 Yard On Call \$525.00/Haul plus disposal fee of \$86.00/ton
8.	Malmo	Petry's By the Lake	Unattended/Full Service (Public Use) 2 <sup>nd</sup> & 4 <sup>th</sup> Mon-Thurs	1-20 Yard On Call \$525.00/Haul plus disposal fee of \$86.00/ton
9.	McGrath	Pour Lewey's	Unattended/Full Service (Public Use) 2 <sup>nd</sup> Wed-Thurs of month	1-20 Yard On Call \$609.00/Haul plus disposal fee of \$86.00/ton
10.	McGregor School	School	Unattended/Full Service (School use only)	1-20 Yard On Call \$525.00/Haul plus disposal fee of \$86.00/ton
11.	Palisade	Palisade Public Works	Unattended/ Fenced/Full service (Public use)	1-20 Yard On Call \$525.00/Haul plus disposal fee of \$86.00/ton
12.	Savanna State Park	MN DNR	Unattended/Full Service (Park guests only)	1-20 Yard On Call (seasonal) \$609.00/Haul plus disposal fee of \$86.00/ton

**Attachment D (continued) – Drop-Off Center Collection Details**

Rates quoted are a per dump or per month rate as listed, plus disposal fee.

Containers will have consolidated tonnage reported for billing and reporting.

Below is provided only as an example for pricing options. Commercial 8 Yard Containers have seasonal and volume flex options available to increase/decrease frequency of service or active dumpster count at the then current rate.

Location	8-Yard Dumpster Quantity	On-Call (Price per dump)	0.5X Per Week Service (monthly billing)	1X Per Week Service (monthly billing)	2X Per Week Service (monthly billing)	3X Per Week Service (monthly billing)
Aitkin/County Courthouse	1	\$19.50/Dump	\$42.22/Month	\$84.44/Month	\$168.87/Month	\$253.50/Month
Aitkin/County Recycling Center	10	\$14.50/Dump	\$313.93/Month	\$627.85/Month	\$1,255.70/Month	\$1,885.00/Month
Aitkin/High School	1	\$19.50/Dump	\$42.22/Month	\$84.44/Month	\$168.87/Month	\$253.50/Month
Aitkin/Rippleside Elementary School	1	\$19.50/Dump	\$42.22/Month	\$84.44/Month	\$168.87/Month	\$253.50/Month





# Board of County Commissioners Agenda Request

**7A**  
Agenda Item #

**Requested Meeting Date:** February 1, 2026

**Title of Item:** Health & Human Services Building Renovation Update

<input checked="checked" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input checked="checked" type="checkbox"/> Information Only
<b>Submitted by:</b> Jim Bright		<b>Department:</b> Maintenance
<b>Presenter (Name and Title):</b> Jim Bright, Facilities Coordinator		<b>Estimated Time Needed:</b> 10 min.
<b>Summary of Issue:</b> Update on the Health & Human Services Building Renovation.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Information Only.		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <span style="float: right;"><i>Please Explain:</i></span>		



# Aitkin County Board of Commissioners Committee Reports Forms



Committee	Freq	Scheduled	Representative
<b>Association of MN Counties (AMC)</b>			
Environment & Natural Resources Policy			Environmental Services Director
General Government			Commissioner Leiviska
Health & Human Services			HHS Director
Public Safety Committee			Commissioner Westerlund
Transportation Policy			Commissioner Kearney
Age-Friendly Changemakers			Kearney
Aitkin Airport Commission	Monthly	1st Wednesday	Wedel
Aquatic Invasive Species (AIS)	Monthly	3rd Thursday	Wedel and Sample
Aitkin County CARE Board	Monthly	3rd Thursday	Westerlund
Aitkin County Community Corrections	Quarterly	Varies	Wedel and Westerlund
Aitkin County HRA (Liaison)	Monthly	4th Wednesday	Sample
Anoka County JPA Advisory Board	3x per year	1st Thursday in Feb, June and	Westerlund
Aitkin County Opioid Settlement Sub-committee	TBD	TBD	Sample
Aitkin County Water Planning Task Force	Bi-monthly	3rd Wednesday	Wedel
Aitkin Economic Development Administration	Quarterly	3rd Thursday	Wedel
Arrowhead Counties Association	8 or 9x yearly Sept. to May	1x a month, 3rd Wed.	Kearney, Alt. Westerlund
Arrowhead Economic Opportunity Agency	Bi-monthly (begin Feb.)	3rd Wednesday	Kearney, ALT. Leiviska
Arrowhead Regional Development Comm.	Quarterly	3rd Thursday	Kearney, ALT. Leiviska
ATV Committee	Monthly		Leiviska and Westerlund
Big Sandy Lake Management Plan	Monthly	2nd Wednesday	Sample Alt. Kearney
Brainerd 1 Watershed 1 Plan	Monthly	4th Tuesday	Wedel
Budget Committee	Monthly	1st Tuesday	Leiviska and Wedel
East Central Regional Library Board	Monthly	2nd Monday	Leiviska Alt. Sample
Economic Development	Monthly	4th Wednesday	Wedel and Sample
Emergency Management	As needed		Wedel
Environmental Assessment Worksheet	As needed		Kearney and Sample
Extension	4x year	Monday	Kearney and Westerlund
Facilities	As needed		Wedel and Sample
H&HS Advisory (Liaison)	Monthly except July	1st Wednesday	Wedel and Kearney
Historical Society (Liaison)	Monthly	4th Wednesday	Leiviska
Joint Counties Natural Resource Board	Odd Months	4th Monday	Sample Alt. Kearney
Lakes and Pines	Monthly	3rd Monday	Leiviska Alt. Kearney
Law Library	Quarterly	Set by Judge	Leiviska Alt. Kearney
MCIT			Westerlund Alt. Minke
McGregor Airport Commission	Monthly	Last Wednesday	Sample
Mille Lacs Fisheries Input Group	8-10x yr		Westerlund
Mille Lacs Watershed	10x year	3rd Monday	Leiviska, Alt. Westerlund
Mississippi Grand Rapids 1W1P			Kearney
Mississippi Headwaters Board	Monthly	4th Friday	Kearney Alt. Sample
MN Rural Counties	8x year	Varies	Westerlund, Alt. Leiviska
Natural Resources Advisory Committee	8-10x yr	2nd Monday	Kearney and Sample
NE MN Office Job Training	As called		Leiviska
Northeast MN ATP	Quarterly	2nd Wednesday	Kearney (Leiviska, Alt.) and
Northeast MN Emergency Communications Board (ECB)	5-6x yr	4th Thursday	Leiviska (Sheriff Guida Alt.)
Northeast Waste Advisory Council	Quarterly	2nd Monday	Sample Alt. Westerlund
Northern Counties Land Use Coordinating Board	Monthly	1st Thursday	Westerlund Alt. Kearney
Ordinance	As needed		Leiviska and Sample
Personnel/Insurance	As needed	2nd Tuesday	Kearney and Wedel
Planning Commission	Monthly	3rd Monday	Kearney Alt. Westerlund
Rum 1W1P Policy Committee	Monthly	Unknown	Westerlund, Alt. Leiviska
Snake River 1W1P Policy			Leiviska Alt. Sample
Sobriety Court	Bi-Monthly	3rd Thursday	Wedel
Solid Waste Advisory	As needed		Wedel and Sample
Toward Zero Deaths	Monthly	2nd Wednesday	Wedel
Tri-County Community Health Services	Bi-Monthly	2nd Thursday	Westerlund