

# **ADDITIONS/REVISIONS/CORRECTIONS**

**Regular Meeting**

**June 7, 2022**

## **Add to Agenda**

**Agenda Item E) Approve Minutes:** Add approval of Minutes of June 3, 2022 Emergency Meeting

**Additional Request to Consent Agenda Item 2A/2B:** In addition to acceptance of the two donations from AKC Reunite and McDonough K-9 for the purchase of a canine from Mark McDonough, approve the Board Chair to sign the relating K-9 contract with McDonough K-9.

## **Add to Other (Regular Agenda Item 10)**

**10A. Update of Severe Weather Event of May 30, 2022 (storm damage/recovery)**

**MINUTES  
OF  
PINE COUNTY BOARD MEETING  
EMERGENCY MEETING  
June 3, 2022 – 10:00 a.m.  
Board Room, Pine County Courthouse, Pine City, Minnesota**

Chair Steve Hallan called the meeting to order at 10:15 a.m. Present were Commissioners Josh Mohr and Terry Lovgren. Also present were County Attorney Reese Frederickson, Sheriff Jeff Nelson, Sheriff's Office Supervisor Denise Anderson, Auditor-Treasurer Kelly Schroeder, County Engineer/Public Works Director Mark LeBrun and County Administrator David Minke. Commissioner JJ Waldhalm and Commissioner Matt Ludwig were absent (excused).

The Pledge of Allegiance was said.

**1. Resolution 2022-32 Declaring a Local Emergency**

Sheriff's Office Supervisor Denise Anderson provided a storm update from the severe weather event of May 30, 2022. A declaration of a local emergency invokes necessary portions of the response and recovery aspects of applicable local or interjurisdictional disaster plans and may authorize aid and assistance under those plans. Discussion took place regarding the compilation of damage assessment.

**Motion** by Commissioner Mohr to approve Resolution 2022-32 Declaring a Local Emergency.  
Second by Commissioner Lovgren. Motion carried 3-0.

With no further business, the meeting adjourned at 10:40 a.m.

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Stephen M. Hallan, Chair  
Board of Commissioners

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David J. Minke, Administrator  
Clerk to County Board



## **AGENDA**

### ***PINE COUNTY BOARD REGULAR MEETING***

District 1	Commissioner Hallan
District 2	Commissioner Mohr
District 3	Commissioner Lovgren
District 4	Commissioner Waldhalm
District 5	Commissioner Ludwig

**Tuesday, June 7, 2022, 10:00 a.m.**  
**Board Room, Pine County Courthouse**  
**635 Northridge Drive NW**  
**Pine City, Minnesota**

The public is invited to join the meeting in person or remotely: by phone call 1-312-626-6799, (Meeting ID): 989 3723 6982; (password): 5911400. Click the link on the county website ([www.co.pine.mn.us](http://www.co.pine.mn.us)) for more information and to watch a live stream broadcast of the meeting.

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Public Forum. Members of the public are invited to speak. After being recognized by the Chair, each speaker should state his/her name and limit comments to three (3) minutes.
- D) Adopt Agenda
- E) Approve Minutes  
Minutes of May 17, 2022 Regular County Board Meeting and Summary for publication
- F) Minutes of Boards, Reports and Correspondence  
Pine County Surveyor's Monthly Report – May, 2022  
Pine County Zoning Board Minutes – April 28, 2022
- G) Approve Consent Items

### **CONSENT AGENDA**

The consent agenda is voted on without any discussion. Any commissioner may request an item be removed and added to the regular agenda.

#### **1. Applications**

Consider approval of the following and allow County Auditor-Treasurer to sign applications:

##### **A. Exempt Permit**

- i. Moose Lake Fire District Firefighters Relief Association to conduct Minnesota lawful gambling on September 16, 2022, at Moose Lake Golf Club, 35311 Parkview Dr., Sturgeon Lake, MN (Windemere Township)
- ii. 19201 Woodland Acres to conduct Minnesota lawful gambling on August 14, 2022 at Sokol Camp, 19201 Woodland Acres, Pine City, MN (Chengwatana Township).

B. Temporary Liquor License

Jack Pine Riders ABATE of MN for an event held July 8-10, 2022 in Finlayson Township. Pending approval from Sheriff and State.

C. Solid Waste Hauler Collection and Transportation License

2022 Solid Waste Hauler Collection and Transportation License for O'Brien Transport Inc. and authorize Board Chair to sign.

2. Donations

Consider acceptance of the following donations:

A. \$7,500 donation from AKC Reunite-Adopt a K-9 Cop Grant designated to the Pine County Sheriff's Office K-9 Program.

B. \$10,000 donation from Mark McDonough/McDonough K-9 towards the purchase of one of McDonough K-9 canines.

3. Contracts/Agreements

A. Consider Pine County Health & Human Services to terminate its Special Needs Basic Care contract with UCare and authorize the Board Chair to sign a notice to UCARE of Pine County's desire to terminate the contract. The contract requires a 125-day written notice, which means the contract would officially end on October 10, 2022.

4. Personnel / Promotion

Consider approval of the following:

A. Promotion of internal candidate Jill Koch to Social Worker, effective June 8, 2022, Grade 10, Step 1, \$25.88 per hour.

B. Lateral transfer of Highway Maintenance Worker Wesley Miller to Sign Maintenance Worker, effective June 8, 2022. Grade 6, Step 3, \$22.26 per hour. No change in grade or pay.

5. New Hire

Consider authorizing the hiring of the following:

A. Consider approval of the hiring of Social Worker Kailey Jackson effective June 8, 2022, Grade 10, Step 1, \$25.88 per hour.

6. Training

Consider approval of the following training:

A. Social Worker Mary Heffner to attend the National Protective Services Conference, August 28, 2022 – September 1, 2022, in Grand Rapids, Michigan. Registration \$550; Meals \$148; Lodging \$524; Travel \$633. Total cost: \$1,855. Funds are available through an adult protection grant.

B. Social Services Supervisor Patrick Meacham to attend the Minnesota County Supervisor's Conference, September 11-14, 2022, Breezy Point, Minnesota. Registration \$75; Lodging \$645; Travel \$150. Total cost \$870. Funds are available in the 2022 Health & Human Services budget.

## REGULAR

1. Facilities Committee Report

The Facilities Committee meet June 1, 2022. The Facilities Committee made the recommendation to reject all bids relating to the construction of the Willow River Household Hazardous Waste (HHW) Building and delay the project due to excessive costs.



2. **Legislative Update by State Representative Nathan Nelson**
3. **Performance Management Program Participation**  
Consider approval of Resolution 2022-30 to continue participation in the Council on Local Results and Innovation Performance Measurement Program. By participating in this program the county is eligible to receive \$0.14 per capita reimbursement. Authorize Board Chair and County Administrator to sign.
4. **Probation Comprehensive Plan Presentation**  
Probation Director Terry Fawcett will present the 2022 Probation Comprehensive Plan.
5. **Contract Awards**  
Consider approval of the award of the following to the lowest responsible bidder as determined by the County Engineer:
  - A. **Contract #2201:**  
SAP 058-625-017 Located on CSAH 25, 0.5 miles East of CSAH 24 over the Tamarack River  
SAP 058-661-026 Located on CSAH 61, 0.2 miles South of CSAH 41 over the Willow River
  - B. **Contract #2202:**  
SAP 058-603-011 On CSAH 3, from CSAH 2 to CSAH 8; 4.5 miles  
SAP 058-628-014 On CSAH 28, from CSAH 61 to the West County Line. 9.5 miles  
SAP 058-632-019 On CSAH 32 from CSAH 33 to CSAH 22; 7.0 miles  
SAP 058-635-009 On CSAH 35 from CSAH 28 to TH 18; 3.5 miles  
CP 058-011-001 On CSAH 11 from CSAH 61 to West County Line; 9.0 miles
  - C. **Contract #2203:**  
CP 058-140-001 Located on CR 140, 0.2 miles north of TH 48 over the Grindstone River.
6. **Local Bridge Replacement Program Grant Agreement #1048612**  
Consider approval of the Local Bridge Replacement Program Grant Agreement with the State of Minnesota for grant funds in the amount of \$713,269.73 for construction of Bridge No. 58J14 in Pine County, and Resolution 2022-31 agreeing to the terms, conditions, and payment requirements. Authorize Board Chair and County Administrator to sign.
7. **Broadband Award**
  - A. **Community Development Block Grant-Coronavirus (CDBG-CV) Program**  
Consider approval of Resolution 2022-28 authorizing County Administrator Minke to enter into a service agreement with SCI Broadband to construct the project according to the requirements in Grant Contract Agreement No. CARE-21-0-FY21 and such other relevant laws and rules as required.
  - C. **Community Project Program of the Federal FY 22 Federal ReConnect Program**  
Consider approval of Resolution 2022-29 authorizing County Administrator Minke to enter into a service agreement with SCI Broadband to construct the project according to the requirements to be promulgated by the United States Department of Agriculture Rural Development and such other relevant laws and rules as required.
8. **Solid Waste Ordinance Discussion**  
Report and recommendations of the Ad Hoc Committee.
9. **Commissioner Updates**  
Arrowhead Counties Association  
Tribal Economy Summit  
Snake River Watershed Management Board & Snake River 1W1P Policy

Technology Committee - cancelled  
NLX Meeting  
Housing & Redevelopment Authority/Economic Development Authority  
Assessors Recognition  
TEP meeting—Sturgeon Lake  
AMC District 1 Spring Meeting  
East Central Regional Juvenile Center Advisory Committee  
Meeting with Congressman Stauber  
Other

10. **Other**

11. **Upcoming Meetings (Subject to Change) -- Contact the Organization Hosting the Meeting to Confirm Meeting Details.**

- a. Pine County Board of Commissioners, Tuesday, June 7, 2022, 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota
- b. Soil & Water Conservation District, Wednesday, June 8, 2022, 3:00 p.m., 1610 Hwy 23 No., Sandstone, Minnesota
- c. Law Library, Thursday, June 9, 2022, 12:00 p.m.
- d. Central Minnesota Jobs and Training Services, Friday, June 10, 2022, 12:15 p.m.
- e. Personnel Committee, Monday, June 13, 2022, 9:00 a.m., Commissioner Conference Room, Courthouse, Pine City, Minnesota.
- f. East Central Solid Waste Commission, Monday, June 13, 2022, 9:00 a.m., 1756 180<sup>th</sup> Avenue, Mora, Minnesota
- g. East Central Regional Library Trustees Board, Monday, June 13, 2022, 10:00 a.m., 111 Dellwood St. No., Cambridge, Minnesota
- h. Board of Equalization, Monday, June 13, 2022, 6:00 p.m., Board Room, Pine County Courthouse, 635 Northridge Drive NW, Pine City, Minnesota
- i. NACo Telecommunications and Technology Steering Committee, Wednesday, June 15, 2022, 3:00 p.m.
- j. Pine County Board of Commissioners, Tuesday, June 21, 2022, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota

12. **Adjourn**

**MINUTES  
OF THE  
PINE COUNTY BOARD MEETING  
Regular Meeting  
Tuesday, May 16, 2022 - 10:00 a.m.  
North Pine Government Center  
1602 Hwy. 23 North  
Sandstone, Minnesota**

Chair Hallan called the meeting to order at 10:00 a.m. Present were Commissioners Josh Mohr, Terry Lovgren, J.J. Waldhalm and Matt Ludwig. Also present was County Administrator David Minke and County Attorney Reese Frederickson.

The public was invited to join the meeting remotely by phone, Zoom, or watch via live stream on YouTube.

The Pledge of Allegiance was said.

Chair Hallan called for public comment. There was no public comment.

Chair Hallan requested the following revisions to the Agenda:

- i. Addition: Regular Agenda Item 6.1: Consider comments to submit to the Public Utility Commission (PUC) Rural Digital Opportunity Fund (RDOF) related to LTD Broadband.
- ii. Remove: Regular Agenda item 6: Household Hazardous Waste Facility Bid
- iii. Changes: Regular Agenda Item 3: Doenz New Hire – remove contingency language
- iv. Change: Regular Agenda Item 9d: Snake River Watershed Management Board & Snake River 1W1P meeting - CANCELLED

**Motion** by Commissioner Lovgren to adopt the amended Agenda. Second by Commissioner Waldhalm. Motion carried 5-0.

**Motion** by Commissioner Ludwig to approve the Minutes of the May 3, 2022 County Board Meeting and Summary for publication, and Minutes of the May 10, 2022 Special Meeting-Committee of the Whole (Road Tour). Second by Commissioner Mohr. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

Pine County Zoning Board Minutes – March 24, 2022

Pine County Extension Committee Minutes – February 17, 2022

Chemical Health Coalition Minutes – May 9, 2022

Initiative Foundation Correspondence – May 6, 2022

**Motion** by Commissioner Lovgren to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Mohr. Motion carried 5-0.

**Motion** by Commissioner Ludwig to approve the Consent Agenda. Second by Commissioner Lovgren. Motion carried 5-0.

## **CONSENT AGENDA**

### **1. Approve April, 2022 Cash Balance**

<b>Fund</b>	<b>April 30, 2021</b>	<b>April 30, 2022</b>	<b>Increase/Decrease</b>
General Fund	2,169,872	2,010,412	(159,460)
Health and Human Services Fund	1,105,007	1,495,309	390,302
Road and Bridge Fund	1,442,986	2,290,932	847,946
COVID Relief	0	2,341,124	2,341,124
Land	2,629,059	2,473,969	(155,090)
Self Insurance	599,858	307,869	(291,989)
TOTAL (inc non-major funds)	16,344,366	18,370,073	2,025,708

### **2. April 2022 Disbursements/Claims Over \$2,000**

The following vendors with claims of \$2,000 or more, and 499 claims under \$2,000 or not needing approval totaling \$614,666.74 were paid during the period of April 1, 2022-April 30, 2022: AMAZON CAPITAL SERVICES, 3,956.69; Aml Cleaning Service, Inc, 4,000.00; Anderson Electric, 2,502.81; ANOKA COUNTY TREASURY OFFICE, 19,046.00; Askov Deep Rock, 6,278.28; Assoc Of Minn Counties, 2,046.00; BLUE CROSS & BLUE SHIELD OF MINNESOTA, 4,390.50; Blue Zones LLC, 10,000.00; Brett Paige Construction LLC, 7,932.50; Cavallin Inc, 4,023.73; Central Mn Jobs & Training Services, 39,158.84; CLOQUET RIVERSIDE RECYCLING, INC, 6,956.20; COMPASS MINERALS AMERICA, 49,633.77; COMPUTER INTEGRATION TECHNOLOGIES, 14,954.00; Cw Technology Group, 6,144.00; DC GARAGE DOORS LLC, 8,150.00; DEUTSCHLANDER FENCING LLC, 3,582.00; DHS Maps Mx58, 4,425.70; DHS State Operated Services, 7,188.90; DOOLEYS PETROLEUM INC, 27,080.11; DSC Communications, 3,546.00; East Central Energy Of Braham, 10,654.52; East Central Reg Juvenile Center, 8,669.00; Election Systems & Software, Inc, 177,725.00; ENVIRONMENTAL TROUBLESHOOTERS INC, 5,086.00; ERICKSON ENGINEERING CO LLC, 9,883.50; EVERGREEN RECYCLING LLC, 2,373.50; Family Pathways - North Branch, 4,620.00; FURTHER, 6,912.27; G&N Enterprises, 3,142.90; GLENS TIRE, 2,936.00; GUARDIAN, 9,234.08; GUARDIAN RFID, 12,945.00; Heartland Girls Ranch, 9,079.28; HOMETOWN FIBER LLC, 5,640.00; Jensen Tractor Sales & Service, 6,665.83; JONES CONSTRUCTION SERVICES INC, 6,900.00; Knife River Corp, 202,644.72; KRONOS SAASHR INC, 2,585.25; Lakes & Pines Comm Act Council, 23,000.00; LHB INC, 13,802.00; Lighthouse Child & Family Services, LLC, 6,724.54; LITTLE FALLS MACHINE INC, 5,859.77; MADISON NATIONAL LIFE INS CO INC, 3,961.30; MARK HAUG CONSTRUCTION INC, 92,800.00; Mattison Contractors, Inc., 3,550.00; MCCOY CONSTRUCTION & FORESTRY INC, 232,484.00; MEDICAREBLUE RX, 5,168.00; MEND CORRECTIONAL CARE PLLC, 27,856.71; MINNESOTA ENERGY RESOURCES CORP, 15,612.73; MINNESOTA POWER, 3,584.02; MN COUNTIES COMPUTER COOP, 14,571.75; Mn Life Insurance Company, 4,536.15; MSA PROFESSIONAL SERVICES INC, 5,449.25; Nexus-Kindred Family Healing, 3,528.73; Nexus-Mille Lacs Family Healing, 23,681.97; North Homes Inc, 22,135.56; NORTHSTAR MEDIA INC, 25,095.36; Nuss Truck Group Inc, 10,508.90; OFFICE OF MN.IT SERVICES, 5,323.75; OWENS COMPANIES INC, 11,770.99; PHASE INC, 13,000.00; Pine Co Soil & Water Cons District, 64,018.00; Prairie Lakes Youth Programs, 8,950.45; Purchase Power,

4,035.00; Regents Of The U Of Mn, 26,985.85; ROYAL TIRE, 2,728.92; SEH INC, 10,329.95; Slims Texaco Service, 2,647.47; Solid Oak Financial Services, LLC, 4,250.00; Sue's Bus Service Inc., 4,722.90; SUMMIT FOOD SERVICE MANAGEMENT LLC, 22,521.23; TEAMSTERS JOINT COUNCIL 32, 4,365.00; TECHNOLOGY SERVICES, 6,305.00; TENVORDE FORD, 172,430.90; Therapeutic Serv Ag Too Inc, 5,296.20; THRIFTY WHITE PHARMACY, 2,865.95; Town Of Pokegama, 4,100.00; TRIMARK MARLINN LLC, 15,245.57; TRITECH SOFTWARE SYSTEMS, 15,000.38; UNITEDHEALTH GROUP – VOID, 406,000.11; Verizon Wireless, 10,262.49; West Central Industries, Inc., 2,426.82; Ziegler Inc., 4,184.31; Ziegler Inc., 17,275.76

3. **Pine County Commissioners' Expense Claim Forms**

Approve Commissioners' expense claim forms.

4. **2022 Timber Auction Results**

Acknowledge results of the May 11, 2022 timber auction. Seven timber sales were offered consisting of 5,975 cords with an appraised value of \$152,950. All seven sold with bids totaling \$248,494.70.

5. **Contracts/Grants**

Approve the 2022 Federal Supplemental Boating Safety Patrol Grant in the amount of \$4,000 and authorize Board Chair and County Administrator to sign. This grant will be used for enforcement hours only and does not require matching funds. The grant period is for May 13, 2022-September 5, 2022.

6. **Final Payment of Contracts**

Approve the final payment to the following and authorize County Administrator to sign the Certificates of Final Contract Acceptance:

A. Contract #1902: Midwest Contracting, LLC in the amount of \$55,483.21 related to: SAP 058-652-010, Located on CSAH 52, Between CR 157 and CSAH 42.

B. Contract #1906: Midwest Contracting, LLC in the amount of \$93,607.10 related to: SAP 058-667-001, Located on CSAH 67, Between CSAH 9 and 1.25 miles west of CSAH 9.

7. **Personnel (Promotion/Transfer)**

A. Approve the internal transfer of Social Worker Nicole Vork to the Child Protection Services (CPS) Investigator position, effective May 18, 2022. Grade and wage remain unchanged.

B. Approve the promotion of Assessor's Office Clerk III Jolene Sievert to Property Appraiser, effective May 31, 2022. Grade 8, step 1, \$23.03 per hour.

8. **Training**

Approve the following training requests:

A. Health Educators Hailey Freedlund and Jenae Hicks, Public Health Supervisor Jessica Fehlen, and Community Health Services Administrator Samantha Lo to attend the Global Exchange Conference, November 1-4, 2022, in Orlando, Florida. Costs per person: Registration/\$800, travel/\$800, meals/\$150. Total cost per person: \$1,750.

B. Assessor Lorri Houtsma, Deputy Assessor Troy Stewart, Senior Appraiser Jennifer Christensen, and Property Appraisers Karen Stumne and Molly Benoit to attend the Minnesota Association of Assessing Officer's Summer Seminars May 25-26, 2022 in St.

Cloud. The cost of the seminar is \$250 per person which includes meals. A county vehicle will be used. Total cost is \$1,250.

## **REGULAR AGENDA**

### **1. Health & Human Services Advisory Committee Report**

Commissioner Ludwig stated the Health & Human Services Advisory Committee met May 4, 2022. Ludwig provide an overview of the Blue Zones Initiative and kick off meeting; the employee wellness pilot program in Public Health; Moose Lake allocation; Project Lifesaver; EMS funding; and UCARE's request for the county to provide care coordination for an additional 300 clients.

### **2. Personnel Committee Report**

Commissioner Mohr provided an overview of the May 9, 2022 Personnel Committee meeting. The Personnel Committee made the following recommendation:

#### **A. Health & Human Services**

- i. Acknowledge the resignation of Eligibility Worker Danielle Snedeker, effective April 19, 2022, and approved backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- ii. Acknowledge the resignation of Social Worker Brenda Danielson, effective May 2, 2022, and approved backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

**Motion** by Commissioner Mohr to approve Personnel Items 3Ai and 3Aii acknowledging the resignation of Eligibility Worker Danielle Snedeker and Social Worker Brenda Danielson and approve backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer. Second by Commissioner Lovgren. Motion carried 5-0.

#### **B. Auditor / Treasurer**

- i. Approve updating of the temporary Election Judge job description to meet MN Statute 203B.121 requirements with a change of lifting requirement from 50 pounds to 25 pounds.
- ii. Approve updating of the temporary Election Assistant job description position with assisting with updates to remove 2020 election language, assisting with absentee and mail ballots including answering questions, and assisting in voter registration in-person and over the telephone.
- iii. Approve updating of the Zoning & Solid Waste Support Specialist job description position with additional GIS projects and reclassifying the position from Grade 4 to Grade 5 based on the SAFE System classification method. The increase in wage from \$19.02/hour to \$20.17/hour is contained in the unbudgeted revenues from the One Watershed One Plan fund.
- iv. Approve updating of the Zoning & Solid Waste Technician job description to include more environmental tasks and reclassifying the position from Grade 7 to Grade 8 based on the SAFE System classification method. The increase in wage from \$22.65/hour to \$24.01/hour is contained in the unbudgeted revenues from the One Watershed One Plan fund.

**Motion** by Commissioner Mohr to approve 2Bi-change to temporary Election Judge job description; 2Bii-change to temporary Election Assistant job description; 2Biii-change to Zoning & Solid Waste Support Specialist job description; and 2Biv-change to Zoning & Solid Waste Technician job description with the correction to reflect the reclassification is a Grade 8. Second by Commissioner Ludwig. Motion carried 5-0

**C. Sheriff's Office - Dispatch**

**Motion** by Commissioner Mohr to ratify the termination of part-time probationary Dispatcher Kevin Stibbe, April 26, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. Second by Commissioner Lovgren. Motion carried 5-0

**D. Public Works**

**Motion** by Commissioner Mohr to backfill the open Highway Engineer Technician II position and promote Sign Maintenance Worker Greig Roubinek to the Highway Engineer Technician II position, effective June 6, 2022, Grade 9, Step 4, \$27.54 per hour. Approve the backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. Second by Commissioner Lovgren. Motion carried 5-0.

**3. New Hire**

**Motion** by Commissioner Lovgren authorizing the hiring of Amber Doenz as an Eligibility Worker, effective May 23, 2022, Grade 6, Step 1, \$20.49 per hour. Second by Commissioner Mohr. Motion carried 5-0.

**4. Midwest Medical Examiner's Office Annual Report**

Dr. A. Quinn Strobl, Medical Examiner for Pine County presented the 2021 Medical Examiner's Annual Report.

**5. Emergency Medical Services Week**

**Motion** by Commissioner Ludwig to approve Resolution 2022-27 designating the week of May 15-21, 2022 as Emergency Medical Services Week and authorize Board Chair and County Administrator to sign. Second by Commissioner Waldhalm. Motion carried 5-0.

**6. Household Hazardous Waste Facility Bids**

Removed from Agenda; referred back to the Facilities Committee.

**6.1 Comments to Public Utility Commission**

County Administrator David Minke stated the Minnesota Telecom Alliance and Minnesota Rural Electric Association have submitted a petition to the Minnesota Public Utility Commission to initiate a proceeding to revoke the eligible carrier designation for LTD Broadband. LTD Broadband had previously won the Rural Digital Opportunity Fund (RDOF) award for Pine County but there is a concern about their capacity to deliver on their commitments. Commissioner Lovgren stated as long as LTD Broadband has this award, it prohibits local contractors who are available to do the work to receive federal funding for working on projects in the county.

**Motion** by Commissioner Lovgren to submit written comments to the Public Utility Commission to revoke LTD Broadband's award of RDOF funds in Pine County. Second by Commissioner Ludwig. Motion carried 5-0.

**7. Commissioner Updates**

Audit Entrance meeting: Chair Hallan stated it was a standard meeting. The State has new employees working on the audit, and will try to have the audit completed by August.

Facilities Meeting - cancelled

Central Minnesota Council on Aging: Chair Hallan stated this was a joint meeting with the Advisory Committee.

Pine City–Pine City School District–Pine Technical and Community College–Pine County meeting - Cancelled

Soil & Water Conservation District: Commissioner Waldhalm stated this was a SWCD supervisor field trip to view past and present projects. SWCD is gearing up for their tree sale.

GPS 45:93: Commissioner Lovgren stated collaboration is taking place with technical colleges to give students the educational opportunity using a hands-on learning experience.

AMC Legislative Update: Administrator Minke stated the Legislative session is winding down. A Global Agreement has been reached but specifics are not available yet.

East Central Solid Waste Commission: Chair Hallan stated contractors are using the ECSWC site to get rid of their demo material, which material should be taken to a demo landfill instead.

East Central Regional Library Trustees Board: Commissioner Lovgren stated the Library's audit has been completed with no concerns. A large amount of public attended the last meeting to state their concern with a book entitled "It's Perfectly Normal" meant toward junior high students. The book has sexual content and an ad hoc committee will determine where this book will be placed in the library.

Chemical Health Coalition: Commissioner Ludwig was unable to attend, however Minutes were included in the board packet.

NACo Telecommunications and Technology Steering Committee: Commissioner Lovgren stated the committee is focused on trying to bring manufacturing back to the United States. Also discussed was the Affordable Connectivity Program which is a program to ensure that households can afford broadband in their homes.

State Community Health Services Advisory Committee (SCHSAC): Commissioner Lovgren stated the Committee is working on how to restructure Public Health.

Blue Zones Kick Off meeting: Commissioner Ludwig stated this was a good meeting and a great turnout.

Lakes & Pines Community Action Council: Chair Hallan stated the Executive Director position is currently posted with a deadline to submit applications of June 5<sup>th</sup>.

Other: None.

8. **Other**

Chair Hallan stated he would like a joint meeting to be scheduled this fall with the Pine County Zoning Board.

9. **Upcoming Meetings**

Upcoming meetings were reviewed.

10. **Adjourn**

With no further business, Chair Hallan adjourned the meeting at 11:00 a.m. The next regular meeting of the county board is scheduled for Tuesday, June 7, 2022 at 10:00 a.m., Pine County Courthouse, Board Room, 635 Northridge Drive NW, Pine City, Minnesota.

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Stephen M. Hallan, Chair  
Board of Commissioners

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David J. Minke, Administrator  
Clerk to County Board of Commissioners



**SUMMARY  
OF  
MINUTES  
OF THE  
PINE COUNTY BOARD MEETING  
Regular Meeting  
Tuesday, May 17, 2022 - 10:00 a.m.  
North Pine Government Center  
1602 Hwy. 23 North  
Sandstone, Minnesota**

Chair Hallan called the meeting to order at 10:00 a.m. Present were Commissioners Josh Mohr, Terry Lovgren, J.J. Waldhalm and Matt Ludwig. Also present was County Administrator David Minke and County Attorney Reese Frederickson.

The public was invited to join the meeting remotely by phone, Zoom, or watch via live stream on YouTube.

The Pledge of Allegiance was said.

Chair Hallan called for public comment. There was no public comment.

**Motion** by Commissioner Lovgren to adopt the amended Agenda. Second by Commissioner Waldhalm. Motion carried 5-0.

**Motion** by Commissioner Ludwig to approve the Minutes of the May 3, 2022 County Board Meeting and Summary for publication, and Minutes of the May 10, 2022 Special Meeting-Committee of the Whole (Road Tour). Second by Commissioner Mohr. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

Pine County Zoning Board Minutes – March 24, 2022

Pine County Extension Committee Minutes – February 17, 2022

Chemical Health Coalition Minutes – May 9, 2022

Initiative Foundation Correspondence – May 6, 2022

**Motion** by Commissioner Lovgren to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Mohr. Motion carried 5-0.

**Motion** by Commissioner Ludwig to approve the Consent Agenda. Second by Commissioner Lovgren. Motion carried 5-0.

**Approve April, 2022 Cash Balance**

<b>Fund</b>	<b>April 30, 2021</b>	<b>April 30, 2022</b>	<b>Increase/Decrease</b>
General Fund	2,169,872	2,010,412	(159,460)
Health and Human Services Fund	1,105,007	1,495,309	390,302
Road and Bridge Fund	1,442,986	2,290,932	847,946

COVID Relief	0	2,341,124	2,341,124
Land	2,629,059	2,473,969	(155,090)
Self Insurance	599,858	307,869	(291,989)
TOTAL (inc non-major funds)	16,344,366	18,370,073	2,025,708

#### **April 2022 Disbursements/Claims Over \$2,000**

The following vendors with claims of \$2,000 or more, and 499 claims under \$2,000 or not needing approval totaling \$614,666.74 were paid during the period of April 1, 2022-April 30, 2022: AMAZON CAPITAL SERVICES, 3,956.69; Aml Cleaning Service, Inc, 4,000.00; Anderson Electric, 2,502.81; ANOKA COUNTY TREASURY OFFICE, 19,046.00; Askov Deep Rock, 6,278.28; Assoc Of Minn Counties, 2,046.00; BLUE CROSS & BLUE SHIELD OF MINNESOTA, 4,390.50; Blue Zones LLC, 10,000.00; Brett Paige Construction LLC, 7,932.50; Cavallin Inc, 4,023.73; Central Mn Jobs & Training Services, 39,158.84; CLOQUET RIVERSIDE RECYCLING, INC, 6,956.20; COMPASS MINERALS AMERICA, 49,633.77; COMPUTER INTEGRATION TECHNOLOGIES, 14,954.00; Cw Technology Group, 6,144.00; DC GARAGE DOORS LLC, 8,150.00; DEUTSCHLANDER FENCING LLC, 3,582.00; DHS Maps Mx58, 4,425.70; DHS State Operated Services, 7,188.90; DOOLEYS PETROLEUM INC, 27,080.11; DSC Communications, 3,546.00; East Central Energy Of Braham, 10,654.52; East Central Reg Juvenile Center, 8,669.00; Election Systems & Software, Inc, 177,725.00; ENVIRONMENTAL TROUBLESHOOTERS INC, 5,086.00; ERICKSON ENGINEERING CO LLC, 9,883.50; EVERGREEN RECYCLING LLC, 2,373.50; Family Pathways - North Branch, 4,620.00; FURTHER, 6,912.27; G&N Enterprises, 3,142.90; GLENS TIRE, 2,936.00; GUARDIAN, 9,234.08; GUARDIAN RFID, 12,945.00; Heartland Girls Ranch, 9,079.28; HOMETOWN FIBER LLC, 5,640.00; Jensen Tractor Sales & Service, 6,665.83; JONES CONSTRUCTION SERVICES INC, 6,900.00; Knife River Corp, 202,644.72; KRONOS SAASHR INC, 2,585.25; Lakes & Pines Comm Act Council, 23,000.00; LHB INC, 13,802.00; Lighthouse Child & Family Services, LLC, 6,724.54; LITTLE FALLS MACHINE INC, 5,859.77; MADISON NATIONAL LIFE INS CO INC, 3,961.30; MARK HAUG CONSTRUCTION INC, 92,800.00; Mattison Contractors, Inc., 3,550.00; MCCOY CONSTRUCTION & FORESTRY INC, 232,484.00; MEDICAREBLUE RX, 5,168.00; MEND CORRECTIONAL CARE PLLC, 27,856.71; MINNESOTA ENERGY RESOURCES CORP, 15,612.73; MINNESOTA POWER, 3,584.02; MN COUNTIES COMPUTER COOP, 14,571.75; Mn Life Insurance Company, 4,536.15; MSA PROFESSIONAL SERVICES INC, 5,449.25; Nexus-Kindred Family Healing, 3,528.73; Nexus-Mille Lacs Family Healing, 23,681.97; North Homes Inc, 22,135.56; NORTHSTAR MEDIA INC, 25,095.36; Nuss Truck Group Inc, 10,508.90; OFFICE OF MN.IT SERVICES, 5,323.75; OWENS COMPANIES INC, 11,770.99; PHASE INC, 13,000.00; Pine Co Soil & Water Cons District, 64,018.00; Prairie Lakes Youth Programs, 8,950.45; Purchase Power, 4,035.00; Regents Of The U Of Mn, 26,985.85; ROYAL TIRE, 2,728.92; SEH INC, 10,329.95; Slims Texaco Service, 2,647.47; Solid Oak Financial Services, LLC, 4,250.00; Sue's Bus Service Inc., 4,722.90; SUMMIT FOOD SERVICE MANAGEMENT LLC, 22,521.23; TEAMSTERS JOINT COUNCIL 32, 4,365.00; TECHNOLOGY SERVICES, 6,305.00; TENVORDE FORD, 172,430.90; Therapeutic Serv Ag Too Inc, 5,296.20; THRIFTY WHITE PHARMACY, 2,865.95; Town Of Pokegama, 4,100.00; TRIMARK MARLINN LLC, 15,245.57; TRITECH SOFTWARE SYSTEMS, 15,000.38; UNITEDHEALTH GROUP – VOID, 406,000.11; Verizon Wireless, 10,262.49; West Central Industries, Inc., 2,426.82; Ziegler Inc., 4,184.31; Ziegler Inc., 17,275.76

Approve Commissioners' expense claim forms.

Acknowledge results of the May 11, 2022 timber auction. Seven timber sales were offered consisting of 5,975 cords with an appraised value of \$152,950. All seven sold with bids totaling \$248,494.70.

Approve the 2022 Federal Supplemental Boating Safety Patrol Grant in the amount of \$4,000 and authorize Board Chair and County Administrator to sign. This grant will be used for enforcement hours only and does not require matching funds. The grant period is May 13, 2022-September 5, 2022.

Approve final payments to the following:

- A. Contract #1902: Midwest Contracting, LLC in the amount of \$55,483.21 related to: SAP 058-652-010, Located on CSAH 52, Between CR 157 and CSAH 42.
- B. Contract #1906: Midwest Contracting, LLC in the amount of \$93,607.10 related to: SAP 058-667-001, Located on CSAH 67, Between CSAH 9 and 1.25 miles west of CSAH 9.

Approve the internal transfer of Social Worker Nicole Vork to the Child Protection Services (CPS) Investigator position, effective May 18, 2022. Grade and wage remain unchanged. Approve the promotion of Assessor's Office Clerk III Jolene Sievert to Property Appraiser, effective May 31, 2022. Grade 8, step 1, \$23.03 per hour.

Approve the following training requests:

- A. Health Educators Hailey Freedlund and Jenae Hicks, Public Health Supervisor Jessica Fehlen, and Community Health Services Administrator Samantha Lo to attend the Global Exchange Conference, November 1-4, 2022, in Orlando, Florida. Costs per person: Registration/\$800, travel/\$800, meals/\$150. Total cost per person: \$1,750.
- B. Assessor Lorri Houtsma, Deputy Assessor Troy Stewart, Senior Appraiser Jennifer Christensen, and Property Appraisers Karen Stumne and Molly Benoit to attend the Minnesota Association of Assessing Officer's Summer Seminars May 25-26, 2022 in St. Cloud. The cost of the seminar is \$250 per person which includes meals. A county vehicle will be used. Total cost is \$1,250.

#### Personnel Committee Report

Commissioner Mohr provided an overview of the May 9, 2022 Personnel Committee meeting. The Personnel Committee made the following recommendation:

##### A. Health & Human Services

- i. Acknowledge the resignation of Eligibility Worker Danielle Snedeker, effective April 19, 2022, and approved backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- ii. Acknowledge the resignation of Social Worker Brenda Danielson, effective May 2, 2022, and approved backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

**Motion** by Commissioner Mohr to approve Personnel Items 3Ai and 3Aii acknowledging the resignation of Eligibility Worker Danielle Snedeker and Social Worker Brenda Danielson and approve backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer. Second by Commissioner Lovgren. Motion carried 5-0.

**B. Auditor / Treasurer**

- i. Approve the updated temporary Election Judge job description to meet MN Statute 203B.121 requirements.
- ii. Approve the updated temporary Election Assistant job description.
- iii. Approve the updated Zoning & Solid Waste Support Specialist job description position with additional GIS projects and reclassifying the position from Grade 4 to Grade 5 based on the SAFE System classification method. The increase in wage from \$19.02/hour to \$20.17/hour is contained in the unbudgeted revenues from the One Watershed One Plan fund.
- iv. Approve the updated Zoning & Solid Waste Technician job description to include more environmental tasks and reclassifying the position from Grade 7 to Grade 8 based on the SAFE System classification method. The increase in wage from \$22.65/hour to \$24.01/hour is contained in the unbudgeted revenues from the One Watershed One Plan fund.

**Motion** by Commissioner Mohr to approve 2Bi- Election Judge job description; 2Bii- temporary Election Assistant job description; 2Biii- Zoning & Solid Waste Support Specialist job description; and 2Biv- Zoning & Solid Waste Technician job description Grade 8. Second by Commissioner Ludwig. Motion carried 5-0.

**C. Sheriff's Office - Dispatch**

**Motion** by Commissioner Mohr to ratify the termination of part-time probationary Dispatcher Kevin Stibbe, April 26, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. Second by Commissioner Lovgren. Motion carried 5-0.

**D. Public Works**

**Motion** by Commissioner Mohr to backfill the open Highway Engineer Technician II position and promote Sign Maintenance Worker Greig Roubinek to the Highway Engineer Technician II position, effective June 6, 2022, Grade 9, Step 4, \$27.54 per hour. Approve the backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. Second by Commissioner Lovgren. Motion carried 5-0.

**Motion** by Commissioner Lovgren authorizing the hiring of Amber Doenz as an Eligibility Worker, effective May 23, 2022, Grade 6, Step 1, \$20.49 per hour. Second by Commissioner Mohr. Motion carried 5-0.

**Motion** by Commissioner Ludwig to approve Resolution 2022-27 designating the week of May 15-21, 2022 as Emergency Medical Services Week. Second by Commissioner Waldhalm. Motion carried 5-0.

**Household Hazardous Waste Facility Bids**

Removed from Agenda; referred back to the Facilities Committee.

**Motion** by Commissioner Lovgren to submit written comments to the Public Utility Commission to revoke LTD Broadband's award of RDOF funds in Pine County. Second by Commissioner Ludwig. Motion carried 5-0.

With no further business, Chair Hallan adjourned the meeting at 11:00 a.m. The next regular meeting of the county board is scheduled for Tuesday, June 7, 2022 at 10:00 a.m., Pine County Courthouse, Board Room, 635 Northridge Drive NW, Pine City, Minnesota.

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Stephen M. Hallan, Chair  
Board of Commissioners

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David J. Minke, Administrator  
Clerk to County Board of Commissioners

**The full text of the board's Minutes are available at the County Administrator's Office and the county's website ([www.co.pine.mn.us](http://www.co.pine.mn.us)). Copies may also be requested from the administrator's office.**



# PINE COUNTY PUBLIC WORKS

## HIGHWAY DEPARTMENT

405 Airport Road NE  
Pine City, MN 55063

Telephone 320-216-4200

Fax: 320-629-6736

1-800-450-7463 Ext. 4200

Mark A. LeBrun, P.E.  
County Engineer

### Pine County Land Surveyor Monthly Report

May 2022

CSAH 9, T39N R21W Section 34 reset PLSS corner ties. Update records.

CSAH 32, T43N R19W R18W recon for destroyed ROW corners and private corners due to new road turn lanes and due to new cut of hill. GPS ROW corners. Update records.

CSAH 18 Hinckley, research records, calculate search areas, set GPS control, search for, locate and GPS PLSS corners, private corners and ROW corners. Reset PLSS corner ties. Calculate ROW and set ROW corners. Update records.

Dunn Ave. Hinckley, search for, locate and GPS ROW corners, set ROW corners. Update records.

Draft and file PLSS corner certificates generated by the Pine County Surveyor Office.

Draft and file Certificates of Survey generated by the Pine County Surveyor Office.

Provide HARN coordinate data for GIS to County Recorder as needed.

Draft and review legal descriptions for County Right of Way Dept. and County Land Dept. as needed.

Review Plats and Minor Subdivisions for County Zoning Dept. as needed.

Review and file PLSS corner certificates provided by private surveyors as needed.

Review, edit and file PLSS corner certificates created by County Surveyor as needed.

Review, edit and file Certificates of Survey created by County Surveyor as needed.

Robin T. Mathews, Pine County Surveyor

Monthly Report May 2022.doc



**MINUTES**  
**PINE COUNTY ZONING BOARD**  
**April 28, 2022 6:00 p.m.**  
**North Pine Government Center**  
**1602 Hwy 23 N Sandstone, MN**

**Members Present:**

Dirk Nelson, Patrick Schifferdecker, Les Orvis, Susan Grill, Nancy Rys, Skip Thomson, Matt Ludwig (ex-officio)

**Members Absent:**

Ryan Clark

**Staff Present:**

Caleb Anderson, Land & Resources Manager

**Others Present:**

Timothy and Jane Woodbury and family, Patrick and Mary Kay Brautigan, Chris Miller, Matthew Merrick, Eric and Amy Langworthy, Joie Lee, Additional virtual participants

**CALL TO ORDER**

Chair Skip Thomson called the meeting to order at 6:00p.m.

**APPROVAL OF AGENDA**

**Motion** by Rys to approve the agenda with the amendment that the Ternes Conditional Use Permit application has been withdrawn and therefore removed from the agenda. It was also noted that the description of the Woodbury variance shown on the agenda was accidentally carried over from a different variance reviewed at the March 2022 meeting. Second by Schifferdecker. Motion carried, 6-0.

**APPROVAL OF MINUTES**

**Motion** by Rys to approve the minutes of the March 24, 2022 meeting. Second by Nelson. Motion carried, 6-0.

**WOODBURY VARIANCE REQUEST** 22553 Pehler Dr, Pine City

*The applicant has requested a variance from Sections 5.2.1 and 6.2.1 of the Pine County Shoreland Management Ordinance to construct an expansion of a legally nonconforming dwelling that does not meet the 30' top-of-bluff setback.*

**Caleb Anderson** walked through the details provided in the staff report. He noted that the top-of-bluff setback requirement exists to help minimize risk of bluff erosion and to maintain the natural aesthetics of the bluff as viewed from the lake. Anderson pointed out that the property has significant mature pine tree coverage, which protects the bluff from erosion and provides visual screening of the entire property as viewed from the lake. Anderson also commented that there is no location on this property to build a compliant structure. Anderson commented that the variance mitigation plan was reasonable. However, County staff suggested that the raingarden location may not be prudent given that the proposed location already has existing high quality vegetation, which could simply be maintained.

**Timothy Woodbury** spoke in support of his application. He described that his family has grown with grandkids and more space is needed in their cabin. He shared that the addition will replace an existing deck and that no excavation will be done as part of the project. The addition will be constructed on piers to minimize soil disturbance. He also highlighted that there are no erosion issues on the steep slopes of his property.

Nelson asked whether the addition would be a single story. Woodbury responded that it will be.

Chair Thomson opened the public hearing at 6:21pm.

Joie Lee stated that she is the closest neighbor to the project and she fully supports the Zoning Board granting the variance.

Mary Kay Brautigan spoke on behalf of herself and the applicant. She said she is confident that the Woodbury's will do the project correctly as they are people with integrity. She also commented that it is very hard to construct anything on Norway Point without variances.

The public hearing was closed at 6:23pm.

In review of the project the Board created the following findings based on MN Statute 394.27.

- 1.) The proposed use is allowed in the zoning district the property lies in.
- 2.) The variance is in harmony with the comprehensive plan and the intent of the shoreland ordinance because the expansion is over an existing deck, the applicant has offered variance mitigation in the form of improved stormwater management, and the existing dense, mature tree coverage completely screens the expansion from the water.
- 3.) The variance is consistent with the character of the locality, as it is residential.
- 4.) A practical difficulty exists on the property that prevents the owner from complying with the ordinance. Due to the topography of the site there is no place to build a compliant structure on the lot.
- 5.) The proposed use is reasonable.

**Motion by Schifferdecker to approve the variance to construct a 16'x22' building addition provided the proposed variance mitigation plan is executed. Second by Rys. Motion carried, 4-2 with Grill and Thomson opposing.**

## **OLD BUSINESS**

### **Definitions of Campgrounds, Camping Facilities, and RV Camping Areas**

Anderson provided a review of the concept that the Pine County Shoreland Management Ordinance allows campgrounds, camping facilities, and recreational camping vehicle areas within the various districts of the ordinance, though definitions are not provided. The lack of definitions provides the risk of inconsistent administration and poorer transparency to developers. Anderson provided an overview of the options within the staff report.

The Zoning Board provided the following feedback:

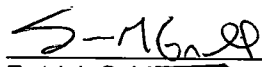
- RV campsites result in greater impact to shoreland neighborhoods than tenting sites, particularly due to the fact that RV's take up more space than tents. The rules should be reflective of this concept.
- The Zoning Board is interested in providing low density camping in some capacity within the Residential Recreational District though they would like more information on what that could look like, including examples.

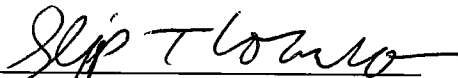


- The Zoning Board is open to the definitions provided in option 2 of the staff report but felt that consulting other ordinances for additional ideas would be worthwhile.
- The Zoning Board does not necessarily feel that "camping facilities," should be allowed in districts differently than "campgrounds."

**ADJOURN**

Chair Thomson adjourned the meeting at 7:13pm.

  
~~Patrick Schifferdecker~~  
~~Zoning Board Secretary~~  
Susan Grill  
Vice Chair

  
Skip Thomson  
Zoning Board Chair



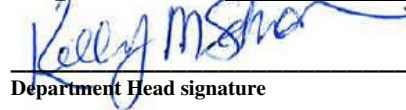
## AGENDA REQUEST FORM

Date of Meeting: June 7, 2022

- ☒ **County Board**  
☒ **Consent Agenda**  
☐ **Regular Agenda**      5 mins.\_\_\_\_ 10 mins.\_\_\_\_ 15 mins.\_\_\_\_ Other\_\_\_\_
- ☐ **Personnel Committee**
- ☐ **Other** \_\_\_\_\_

Agenda Item: Applications

Department: Auditor-Treasurer

  
\_\_\_\_\_  
Department Head signature

### Background information on Item:

Exempt Permit: Moose Lake Fire District Firefighters Relief Association to conduct Minnesota lawful gambling on September 16, 2022, at Moose Lake Golf Club, 35311 Parkview Dr, Sturgeon Lake, MN (Windemere Township).

Exempt Permit: 19201 Woodland Acres to conduct Minnesota lawful gambling on August 14, 2022, 2022 at Skol Camp, 19201 Woodland Acres, Pine City, MN (Chengwatana Township).

Temporary Liquor License: Jack Pine Riders ABATE of MN for an event held July 8-10, 2022 in Finlayson Township. Pending approval from Sheriff and State.

### Action Requested:

Acknowledge applications and County Auditor-Treasurer Schroeder to sign applications.



## AGENDA REQUEST FORM

Date of Meeting: June 7, 2022

- ☒ **County Board**  
☒ **Consent Agenda**  
☐ **Regular Agenda**      5 mins.\_\_\_\_ 10 mins.\_\_\_\_ 15 mins.\_\_\_\_ Other\_\_\_\_
- ☐ **Personnel Committee**
- ☐ **Other** \_\_\_\_\_

Agenda Item: New Waste Hauler License

Department: Solid Waste

Caleb Anderson  
Department Head signature

### Background information on Item:

Section V, Subd. 3 of the Pine County Solid Waste Ordinance states that “No person shall collect or transport solid waste for hire without first obtaining a license from the County Board.”

O’Brien Transport, Inc has met the requirements of the ordinance and applied for a Waste Hauler License for 2022:

### Action Requested:

Authorize the County Board Chair to sign the 2022 Solid Waste Collection and Transportation License for O’Brien Transport Inc.

### Financial Impact:

Any expenses relating to the regulation and licensing of the waste haulers are covered by the licensing fee of \$200.



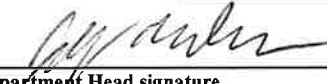
## AGENDA REQUEST FORM

Date of Meeting: June 21st, 2022

- ☒ **County Board**  
☐ Consent Agenda  
☐ Regular Agenda      5 mins. ☐ 10 mins. ☐ 15 mins. ☐ Other ☐
- ☐ **Personnel Committee**
- ☐ **Other** \_\_\_\_\_

**Agenda Item:** Donation to Pine County Sheriff's Office K9 Program

**Department:** Pine County Sheriff's Office

  
\_\_\_\_\_  
Department Head signature

### Background information on Item:

The Pine County Sheriff's Office K9 Program received \$7,500 from the AKC Reunite - Adopt a K9 Cop Grant.

Mark McDonough of McDonough K-9 is donating \$10,000 towards the purchase of one of his dogs.

With both of the donations, the Pine County Sheriff's Office will be able to purchase a third canine for the PCSO K9 Program.

### Action Requested:

The Pine County Sheriff's Office respectfully asks the County Board to acknowledge and accept the donations for the Pine County Sheriff's Office K9 fund.

### Financial Impact:

This donation will purchase a third canine and help offset expenditures for the K9 program.



Date: 05/13/2022  
Check #: 91156  
Payment Amount: 7,500.00  
Vendor #: VN23475



008991 R3K6T1A  
PINE COUNTY SHERIFF'S OFFICE  
635 NORTHRIDGE DR NW  
SUITE 100  
PINE CITY MN 55063



### Remittance Advice

Invoice Date	Invoice No.	Invoice Description	Invoice Net Amount
05/05/2022	2022-05-05 GRANT	ADOPT A K-9 COP GRANT	7,500.00
<div>Int for deposit 5/24/22 01-212-5751</div>			

PLEASE DETACH BEFORE DEPOSITING CHECK

## K-9 Contract

**Mark McDonough**, known as "First Party," agrees to enter this contract with

\_\_\_\_\_, known as "Second Party"

on \_\_\_\_\_, 2022.

This agreement is based on the following provisions:

1. **Warranty on adult dogs:** All adult dogs sold by Mark McDonough are of the highest genetic quality, selected carefully for your satisfaction. All dogs offered come from high quality blood lines. They are trained to meet National Police Dog Standards. Mark McDonough guarantees the dog is free of genetic and congenital problems and that the dog conforms to the written description of such dog. Video of each trained dog's performance is kept for the records. Any other warranties expressed or implied are null and void. If the dog does not conform to above description, then it will be replaced with a dog of equal value, as soon as one is available. All shipping to and from is the sole responsibility of the second party.

2. **Limitation of Guarantee:** This guarantee applies to the original dog and is not transferable. The dog must be in good condition, and not have suffered abuse, mistreatment or improper training, not sanctioned by the first party. No replacement will be given if the dog has been bred, neutered, spayed, or sold to another party. Owner is responsibility for transportation costs to and from the dog breeder. Guarantee is void if the dog has not been properly immunized. If the dog needs to be replaced, a dog will be chosen by Mark McDonough of equal quality and value as soon as one is available. In the event buyer either defaults in the payment of the entire purchase price, or elects to cancel this agreement, all money paid pursuant hereto may be retained by the seller and liquidated damages and no further action shall be maintained by either party. Warranty is replacement only, no money back. Warranty will last for one year from date of purchase.

3. All dogs have been tested in the areas of apprehension work, scent work, ball drive, search drive, tracking, environmental stability, and sociability. Such tests are not intended to replace basic handler and dog training. The tests are intended to select the best possible dogs for the handlers and your agency's needs. The dogs are guaranteed to be psychologically and physically suitable for basic patrol dog and dual-purpose detector dog training. If the basic training is not conducted by Mark McDonough, it must be in accordance with generally accepted law enforcement canine training standards and guidelines. Failure to do so may void the guarantee.

The dogs are guaranteed to be free from debilitating genetic defects in the hips, elbows, and eyes for one year from the original date of possession. The dogs must be trained, cared for, and maintained as directed by the dog's veterinarian(s) and training staff. Health problems or related issues must be reported to Mark McDonough as soon as they are detected. Failure to make such a report may result in voiding the warranty. All K-9's are valued at \$10,500 and no money will be returned, only replacement, when available. The remaining funds are applied towards training. Mark McDonough will not be liable for any medical related bills or exam fees. This warranty does not include health or medical problems due to poor diet, negligence, injury, teeth, abuse, maltreatment, normal illness, bloat, torsion, disease, ingestion of any controlled substance(s) or other foreign substance, allergies, or failure to provide appropriate preventative medical care

New customers are reminded that during basic training these new dogs must be given an opportunity to learn with a minimum of compulsion. The canine team has the responsibility to train and/or maintain the dog's skills in accordance with generally accepted principles and guidelines given to the handler upon purchasing the dog from Mark McDonough. Mark McDonough and his training staff will fully work with all of our customers possible to resolve any issues, problems, or complaints not specifically addressed here. Our goal is complete satisfaction of every customer. If the trainer determines that the handler is unmotivated, physically unable, or will not be able to meet standards, contact will be made with the agency to advise them of the issue and suggest a replacement handler, so that the standards can be met.

Furthermore, the First Party agrees:

To provide patrol and narcotic detection training and that the dog will be able to meet the USPCA National Standards for Police K9's. Training is also available in other National Organization standards, ex: N.C.P.A., or NAPWDA.

And the Second Party agrees:

To purchase the K9 and training at \$\_\_\_\_\_. The K9 must be purchased by the second party before the K9 can be shipped.

Signed:

\_\_\_\_\_  
{First Party Name}

\_\_\_\_\_  
{First Party Signature}

\_\_\_\_\_  
{Second Party Name}

\_\_\_\_\_  
{Second Party Signature}

# INVOICE

**Mark McDonough**

INVOICE #22-021  
MAY 22, 2022

551 Van Buren St  
Anoka, MN 55303

TO Pine County Sheriffs Department

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
		Purchase of dual purpose police K-9 with patrol and narcotic detection training- Gordy Vitek *McDonough K-9 is donating \$10,000 towards the purchase of his dog	\$17,500.00		\$17,500.00
TOTAL DISCOUNT				DONATION	10,000.00
				SUBTOTAL	\$7,500.00
				SALES TAX	
				TOTAL	\$7,500.00

Make all checks payable to **Mark McDonough**  
**THANK YOU FOR YOUR BUSINESS!**





## AGENDA REQUEST FORM

Date of Meeting: 06/07/2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐

Personnel Committee



Other

\_\_\_\_\_

Agenda Item: Terminate Contract with UCare

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

UCare recently approached Pine County HHS regarding their SNBC (special needs basic care) health plan. UCare informed HHS that it plans on redesigning its SNBC care coordination model, meaning HHS would be serving approximately 300 more individuals in the county with care coordination services. UCare also plans on changing its billing system, which would require more time for the social worker and for accounting. To date, UCare has not shared specifics with the billing information.

If HHS were to take on the influx of 300+ individuals, we would need to hire about 4 - 6 more staff. It is not reasonable to think HHS can hire that many new employees with the current workforce shortage, especially with unknown financials to support the work. This situation was discussed with the HHS Committee, and support was received for terminating the contract.

### Action Requested:

Authorize the Pine County Board Chair to sign the attached letter notifying UCare that we will be terminating our contract. The contract requires giving a 125-day written notice, which means that the contract would officially end on October 10, 2022.

### Financial Impact:

As discussed at the HHS Committee, there will be revenue loss to the department once the contract has ended. However, the department is aware of upcoming staff changes and will utilize those staff changes to mitigate the loss of revenue to the department.

# Pine County Health & Human Services

\_\_\_ Pine County Courthouse 635 Northridge Dr NW, Suite 220, Pine City, MN 55063  
320-591-1570 or 800-450-7463 Fax 320-591-1601/1602

\_\_\_ North Pine Government Center 1602 Highway 23 N, Sandstone, MN 55072  
320-216-4100 or 800-450-7263 Fax 320-216-4101/4102

UCare

Attn.: Jennifer Garber

Associate Vice President, Mental Health & Substance Use Disorder & Services & SNBC

[jgarber@ucare.org](mailto:jgarber@ucare.org)

Attn.: Jennifer Hipp

Associate Director, Mental Health and Substance Use Disorder Services

[jhipp@ucare.org](mailto:jhipp@ucare.org)

June 7, 2022

RE: Notice of termination of contract with Pine County

Dear Ms. Garber and Ms. Hipp:

Pine County has engaged in a contractual relationship with UCare to provide care coordination services to certain populations, including those individuals who are on the SNBC plan, the MSC+ and MSHO plans. Pine County has enjoyed working with UCare, and more importantly, has enjoyed providing services to your members who reside in Pine County.

UCare recently engaged in conversations with Pine County Health and Human Services specific to its case management redesign planning for UCare's SNBC population. The redesign plan includes offering care coordination services to all SNBC members, which indicates an influx of about 300 members. UCare representatives also shared that billing would change, and to date, there are still many unknowns regarding how that will look and if the county would be able to financially support this program.

We are working in unprecedented times with a significant workforce shortage. Even if Pine County would be able to financially support additional staff to complete this work, we would be challenged to hire the number of individuals given the workforce shortage.

After giving it much thought and consideration, Pine County has decided to submit this written notice of terminating our contract with UCare. With written notice, the contract is terminated upon 125 days, which would be October 10, 2022.

Respectfully,

Stephen Hallan, Chairperson  
Pine County Board of Commissioners





## AGENDA REQUEST FORM

Date of Meeting: 06/07/2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Approve hiring

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

HHS recently held interviews for a social worker position, which was left vacant by a resignation. The position was offered to and accepted by internal candidate Jill Koch, effective June 8, 2022, (Grade 10, Step 1, \$25.88/hour) contingent on county board approval.

### Action Requested:

Approve the promotion of internal candidate Jill Koch to the open social worker position, effective June 8, 2022 at Grade 10, Step 1 - \$25.88/hour.

### Financial Impact:

The position is contained in the 2022 HHS budget.



## AGENDA REQUEST FORM

Date of Meeting: June 7, 2022



County Board



Consent Agenda



Regular Agenda

5 mins. ☐

10 mins. ☐

15 mins. ☐

Other ☐



Personnel Committee



Other \_\_\_\_\_

Agenda Item: Sign Maintenance Worker

Department: Pine County Public Works

Department Head signature

### Background information on Item:

Lateral transfer of Wesley Miller, Highway Maintenance Worker to Sign Maintenance Worker Grade 6, Step 3 \$22.26 /hr, no grade or pay change effective June 8, 2022.

### Action Requested:

Approve transfer.

### Financial Impact:

Budgeted



## AGENDA REQUEST FORM

Date of Meeting: 06/07/2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Approve new hire

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

HHS recently held interviews for a child protection social worker position that was left vacant due to an internal transfer. The position was offered to and accepted by Kailey Jackson, contingent on board approval. Kailey can begin employment with Pine County on June 8, 2022 (Grade 10, Step 1- \$25.88/hour).

### Action Requested:

Approve the hiring of Social Worker Kailey Jackson effective June 8, 2022 at Grade 10, Step1 (\$25.88/hour).

### Financial Impact:

This position is contained in the 2022 HHS budget.



## AGENDA REQUEST FORM

Date of Meeting: 06/07/2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Approve attendance at conference

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

Adult Protection Social Worker Mary Heffner has requested to attend the National Adult Protective Services Conference in Grand Rapids, Michigan, from August 28 through September 1, 2022.

### Action Requested:

Approve Adult Protection Social Worker Mary Heffner's attendance at the National Protective Services Conference in Grand Rapids, Michigan, from August 28 to September 1, 2022.

### Financial Impact:

Registration= \$550

Meals=\$148

Accommodations=\$524.40

Travel= \$633

Total= \$1,855.40

HHS receives an adult protection grant, which will be used to pay for the expenses associated with attendance at the conference.



## AGENDA REQUEST FORM

Date of Meeting: 06/07/2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐

Personnel Committee



Other

\_\_\_\_\_

Agenda Item: Approve attendance at conference

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

Social Services Supervisor Patrick Meacham has requested to attend the Minnesota County Supervisor's Conference from September 11 - 14, 2022 in Breezy Point, MN.

### Action Requested:

Approve Supervisor Patrick Meacham's attendance at the Minnesota County Supervisor's Conference from September 11 - 14, 2022 in Breezy Point.

### Financial Impact:

Registration: \$75

Lodging: \$645

Travel: \$150

Total Cost: \$870

There are funds in the 2022 HHS budget to cover the expenses associated with attendance at this conference.



**Pine County Facilities Committee Minutes**  
**Wednesday, June 1, 2022, 9:00 a.m.**  
**Pine County Courthouse**  
**Pine City, Minnesota**

Members:

Commissioner J.J. Waldhalm

Commissioner Matt Ludwig

Members Present: Commissioner Waldhalm, Commissioner Ludwig

Others Present: Ryan Findell, IT Manager; Jeff Nelson, County Sheriff; Pete Umbreit, Building Maintenance Supervisor; Mark LeBrun, County Engineer; Jodi Blesener, Child Support Supervisor; and David Minke, County Administrator.

1. Commissioner Waldhalm called the meeting to order at 9:05 a.m.
2. Motion by Commissioner Ludwig to approve the agenda. Second by Commissioner Waldhalm. Motion carried 2-0.
3. **Motion** by Commissioner Ludwig to approve the April 6, 2022 Minutes. Second by Commissioner Waldhalm. Motion carried 2-0.
4. **Willow River Household Hazardous Waste (HHW) Building**  
Mark reviewed the bids which were opened on May 12, 2022. The cost was greater than projected. Since the bids were opened, Troy Haug of Mark Haug Construction worked to revise the scope in an effort to reduce the cost. The project is still about \$20,000 over budget. The project is funded through bond proceeds and a state grant. The committee also discussed considering multiple uses for the building including sheriff's office storage and a reuse section. The committee also discussed the size of the building.  
**Motion** by Commissioner Waldhalm to recommend rejecting all bids and delay the project due to the excessive costs of the current construction environment. Second by Commissioner Ludwig. Motion carried 2-0.
5. **Benjamin Neel Gun Range**  
The gun range has about 12 acres that are currently being mowed by deputies. This is not good use of deputy time. Pete will explore contracting with PHASE or a private vendor and look to reduce the area mowed as much as possible.
6. **Project Updates**
  - A. Pete updated the committee that the lactation room is complete. The new conference room is awaiting a door handle. The committee discussed the landscaping in front of the courthouse. Pete will explore replacing the current landscaping with lower-maintenance items.
  - B. Courthouse sign. Pete will review repair versus reconstruction.
  - C. Plowing at the courthouse was discussed. Pete will get quotes.

With no further business the meeting adjourned at 9:57 a.m.

The next meeting is scheduled for August, 3 2022 at 9:00 a.m.

10. The following are the names of the people who were involved in the project.



Phone: 320.629.6607 Fax 320.629.3210

**From Bid Openings: April 14 through May 12**

[illegible]

[illegible]



## AGENDA REQUEST FORM

Date of Meeting: June 7, 2022

- ☒ **County Board**  
☐ **Consent Agenda**  
☒ **Regular Agenda**      5 mins.\_\_\_\_ 10 mins.\_\_\_\_ 15 mins.\_\_\_\_ Other\_\_\_\_
- ☐ **Personnel Committee**
- ☐ **Other** \_\_\_\_\_

**Agenda Item:** Performance Management Program Participation

**Department:** Auditor-Treasurer

  
\_\_\_\_\_  
Department Head signature

### Background information on Item:

In 2019, Pine County began participating in the Local Results and Innovation Performance Management Program. Performance management highlights the results of many county programs. By participating in a standardized program, the results year-after-year can be reviewed and the information can be used to help plan, budget, manage and evaluate programs and processes. Counties need to adopt and measure at least ten of the suggested 27 measures and one measure from each applicable category. Many of the measures are data which is already known; therefore, the program is simple to begin with.

The 2018 results (reported in 2019), the 2019 results (reported in 2020), The 2020 results (reported in 2021) and the 2021 results (reported in 2022) are attached for review.

### Action Requested:

Consider approving resolution 2022-30 to continue participating in the Council on Local Results and Innovation Performance Measurement Program.

### Financial Impact:

By participating in the program, Pine County is eligible to receive \$0.14 per capita reimbursement (approximately \$4,075.12).



# ***PINE COUNTY AUDITOR-TREASURER***

**PINE COUNTY COURTHOUSE**

**635 Northridge Dr NW \* Suite 240 \* PINE CITY, MN 55063**

## **2021 Performance Management Program Results**

<b>Category</b>	<b>Measure</b>	<b>2018 Outcome</b>	<b>2019 Outcome</b>	<b>2020 Outcome</b>	<b>2021 Outcome</b>
Public Safety	Total Number of accidents	*	*	*	3 Fatal 73 Injury
Public Works	Average Bridge Sufficiency Rating	92.98	93.05	95.06	93.50
Public Health, Social Services	Percentage of low birth-weight births	7%	7%	7%	7%
Property Records, Valuation, Assessment	Level of Assessment Ratio	PT 06: 97.54% PT 91: 93.66% PT 93: 94.00% PT 95: 96.00%	PT 06: 96.81% PT 91: 92.87% PT 93: 93.59% PT 95: 96.91%	PT 06: 100.85% PT 91: 94.60% PT 93: 93.80% PT 95: 96.24%	PT 06: 96.31% PT 91: 92.52% PT 93: 92.94% PT 95: 93.82%
Property Records, Valuation, Assessment	Turn-around time for recording, indexing and returning real estate documents	7,102/7,103 or 99.99%	6,938/6,945 or 99.90%	7,886/7,893 or 99.91%	9,220/9,281 or 99.34%
Elections	Accuracy of post-election auditor (% of ballots counted accurately)	99.99%	100.00%	99.93%	N/A – no elections in 2021
Veterans Services	Percentage of Veterans receiving federal benefits	39.8%	40.3%	43.3%	Not yet available
Budget, Financial	Bond Rating	AA-	AA-	AA-	AA-
Budget, Financial	Debt service levy per capita; outstanding debt per capita	Levy Per Capita: \$85.39 Debt Per Capita: \$883.90	Levy Per Capita: \$85.56 Debt Per Capita: \$832.85	Levy Per Capita: \$84.12 Debt Per Capita: \$1,056.66 **	Levy Per Capita: \$86.34 Debt Per Capita: \$755.17
Environmental	Recycling Percentage	28%	35.7%	17.6%	31.1%

\*In 2018-2020 number of Part I and Part II crimes were measured for public safety. This data is no longer available; therefore, a switch was made in 2021 to number of accidents.

\*\* Per capita debt for 2020 appears inflated because the county borrowed money in 2020 to refinance the courthouse debt so that on 12/31/20 the county held both the “old” debt and the “new” debt. The “old” debt was repaid with the new bond proceeds and the effective debt per capita for 2020 is \$760.51.

**PINE COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO CONTINUE TO REPORT PERFORMANCE MEASURES**

**RESOLUTION 2022-30**

**WHEREAS,** Benefits to Pine County for participation in the Minnesota Council on Local Results and Innovation's comprehensive performance measurement program are outlined in MS 6.91 and include eligibility for a reimbursement as set by State statute; and

**WHEREAS,** Any city or county participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

**WHEREAS,** The Pine County Board of Commissioners adopted and implemented at least 10 of the performance measures in 2021, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes; and

**NOW THEREFORE LET IT BE RESOLVED THAT,** The Pine County Board of Commissioners will continue to report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's/county's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

**BE IT FURTHER RESOLVED,** The Pine County Board of Commissioners will submit to the Office of the State Auditor the actual results of the performance measures adopted by the county.

**PASSED AND APPROVED** this 7<sup>th</sup> day of June, 2022.

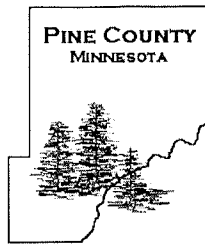
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Stephen M. Hallan, Chair  
Pine County Board of Commissioners

ATTEST:

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David J. Minke  
Pine County Administrator



## AGENDA REQUEST FORM

Date of Meeting: June 7th, 2022



**County Board**

☐ Consent Agenda

☒ Regular Agenda

5 mins

☐

10 mins

☐

15 mins

☒

Other

☐☐

**Personnel Committee**

☐

**Other** \_\_\_\_\_

**Agenda Item:** Probation Comprehensive Plan Presentation

**Department:** Probation

Department Head signature

### Background information on Item:

Probation Director Terry Fawcett will present the 2022 Probation Comprehensive Plan.

### Action Requested:

None. Information Only

### Financial Impact:

None

# PINE COUNTY MINNESOTA

## PROBATION

### COMPREHENSIVE PLAN

**2022**

Pine County Probation's mission, under the direction of the Tenth Judicial District and Pine County, is to develop, provide, and promote effective probation services that contribute to a safer community.

#### Correctional Values

- ⌘ We value early intervention that is meaningful and effective especially for juveniles, but not eliminating adults.
- ⌘ We value being proactive in providing rehabilitation programs and services. Resources should be cost effective. They should prevent repeat offenders as substantiated by research.
- ⌘ We value community safety. Citizens should feel safe in their homes and community.
- ⌘ We value accountability. Offenders should comply with the terms of their probation.
- ⌘ We value community restoration for victims and offenders. Victims' rights should be protected as victims are compensated for their losses. Offenders need to be reintegrated into the community through alternatives to incarceration that are positive and therapeutic.
- ⌘ We value equal resources and programs to all citizens of the county.
- ⌘ We value culturally competent programming and we are sensitive and responsive to programming which acknowledges the differences in cultures.



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- C-5 Restorative Justice
- Project RISE Truancy Initiative
- Project RISE Graduated Response
- Project RISE Evening Reporting Center
- Detention RAI (Risk Assessment Instrument)
- Juvenile Electronic Monitoring
- Repeat DWI Intensive Supervision Program (ISP)
- Pretrial Services
- Cognitive Skills Education Program
- Driving with Care Level II
- L.E.A.D DWI Education Program

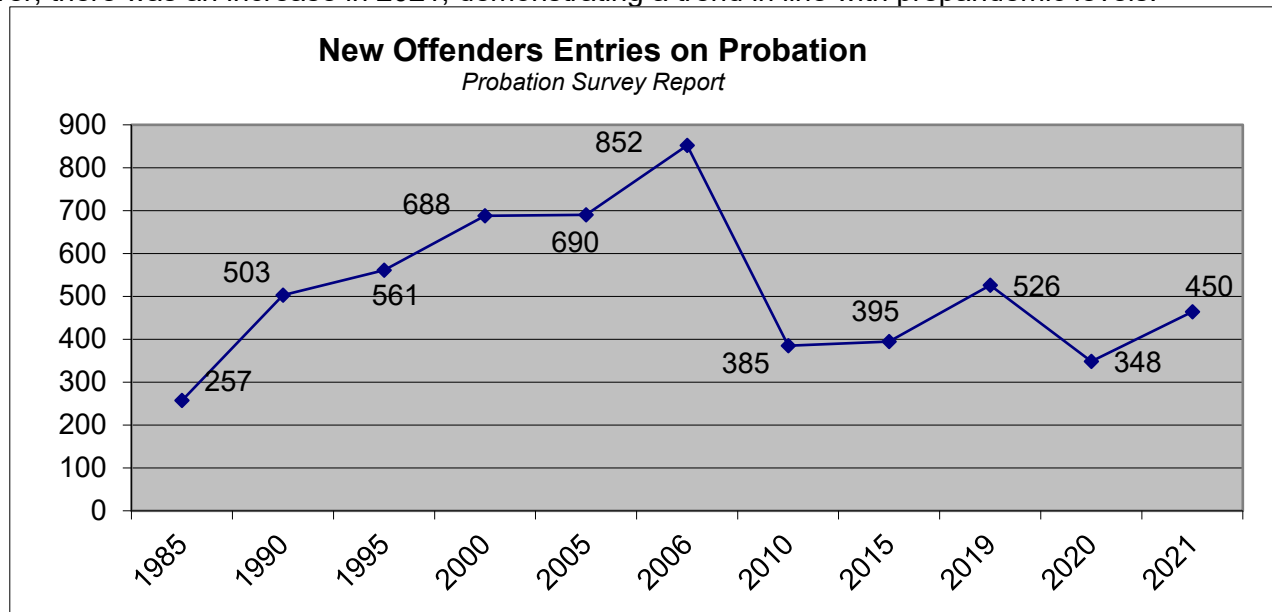
#### Appendix ... 31

- Probation Organizational Chart
- Pine County Court Filings
- Pine County Probation Survey Report
- Project RISE photos

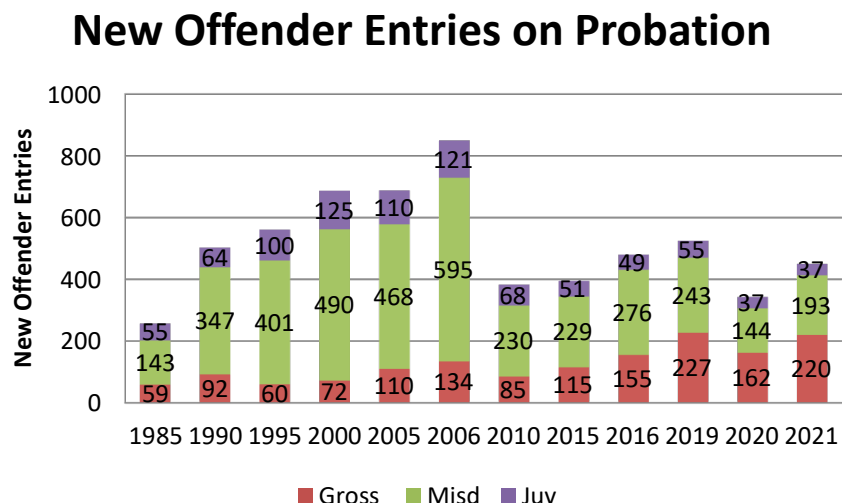
## PROBATION UPDATES

### Pine County Probation Caseload decreased

The total number of new offender entries on probation decreased in 2020 to the lowest level in recent years; however, there was an increase in 2021, demonstrating a trend in line with prepandemic levels.



The pandemic impacted the criminal justice system by limiting person-to-person interactions and necessitating a change in how the system operated. In March 2020 the courts closed operations for a time and resumed using remote technology to hold hearings virtually. In 2021 the use of remote technology (Zoom) continued for most court hearings. The court system is still working through a backlog of case with the goal to be caught up by July 2023. The total number of gross misdemeanor and misdemeanor adult offender entries increased from 2020 and the juvenile entries remained the same. The total gross misdemeanor entries in 2021 was the third highest behind 2018 (237) and 2019 (227) and represents 49% of the probation caseload entries. The percentage of gross misdemeanor-level offender entries has steadily increased from 11% of total adult offender entries in 2000 to 49% in 2021. Generally, gross misdemeanor-level offenders are a higher risk population than misdemeanor-level offenders and require a higher level of supervision. It should be noted that the Probation Survey is a snapshot report of probation cases and does not count adult or juvenile pretrial, diversion, truancy, restorative justice cases or juvenile petty and traffic offenders.



### **Changing Probation Caseload Demographics**

The probation survey first categorized offense types in 1996. The data table below shows changes in types of offenses since 1996. The data from 2006 is used for comparison because it was the year the snapshot numbers peaked.

Pine County (Pine County Probation and Department of Corrections) probation caseload demographics show minimal change in cases from 2020 to 2021. There was a slight increase in DWI offenses and a decrease in Drug offenses from 2020 to 2021; however, **DWI and drug offenses continue to top the type of offenses** for which offenders are placed on probation. Pretrial cases remained about the same comparing 2020 to 2021, at 295 and 300, respectively.

<b>Pine County 12/31 Snapshot</b>	<b><u>2021</u></b>	<b><u>2020</u></b>	<b><u>2019</u></b>	<b><u>2011</u></b>	<b><u>2006</u></b>	<b><u>2001</u></b>	<b><u>1996</u></b>
Total Offenders	1058	1047	1197	1086	1633	1249	949
DWI	232	220	247	453	574	302	293
Drugs	225	251	268	131	136	59	37
Theft/Burglary	111	121	144	92	121	190	135
Assault	137	136	149	89	95	127	112
Traffic	47	51	65	61	365	469	159
Sex Offenses	1	0	23	32	18	30	28

### **Progressing into Evidence-Based Practice (EBP)**

Corrections in Minnesota has progressed significantly in implementing evidence-based practice in delivery of probation services. The initial “Eight-Point Plan” presented by the Minnesota Department of Corrections in 2000 included the following elements:

- 1) Automated and Validated Risk Tools
- 2) Cognitive/Behavioral Programming
- 3) Case Plans
- 4) Restorative Justice
- 5) Primary Services
- 6) Supervision Workload Standards
- 7) Transition/Aftercare Planning
- 8) Outcome Measures

The initial hurdles to implementation included lack of funding, staff, resources, and training. There were other things as well that evolved including the continuing rise of probation caseloads in the early 2000’s; two major State budget crises one in 2002 and again in 2008; and a major paradigm shift for everyone involved from the Legislature, to administrators, to supervisors, agents, and local funding sources. The Legislature formally acknowledged EBP and came on board in 2009 when they commissioned a study of Evidence-Based Practices in Minnesota.

### **The Progression of Evidence-Based Practice in Pine County**

Pine County Probation first started using validated risk-needs assessment tools in 1999. The YLS/CMI (Youth Level of Service/Case Management Inventory) for juveniles and the LS/CMI (Level of Service/Case Management Inventory) are the primary assessment tools used to identify risk levels and criminogenic needs in offenders in order to make informed recommendations for sentencing/disposition, case planning, and work with offenders to reduce their risk to reoffend. The department also uses the A.U.D.I.T. (Alcohol Use Disorders Identification Test), a more responsive assessment tool for DWI offenders, as well as the DVI (Domestic Violence Inventory) for domestic violence offenders. In an effort to be more efficient in identifying low risk offenders, the prescreen version of the YLS/CMI and LS/CMI are being used.

Pine County Probation Agents took the first risk-needs assessment training in May of 1999. The Youth Level of Service-Case Management Inventory (YLS-CMI) was the juvenile tool while the Level of Service Inventory-Revised (LSI-R) was the adult tool. The use of the YLS-CMI and LSI-R began slowly as a tool was first used with court-ordered investigations (PDI’s and PSI’s). In 2002, with the addition of a juvenile agent, the juvenile tool was used to identify high risk offenders. This was the same year the DOC made the tool available for

online data entry and funded the copyrighted cost of the assessment tools. In 2015, Pine County implemented the use of Alcohol Use Disorders Identification Test (AUDIT), which is a more responsive tool to be used with DWI offenders. In 2016 we began development of a Graduated Response Grid for juvenile offenders, a system of graduated incentives and sanctions used to match the level of seriousness of the violation and risk level assigned to each youth. An agent committee developed the Adult Graduated Response Grid in 2020. In January 2019 the Risk Assessment Instrument (RAI) was implemented to assess the level of risk of juvenile offenders after their first court appearance. The Minnesota Pretrial Assessment Tool (MNPAT) pretrial risk assessment tool was also implemented, which is a state-wide research-based tool that replaces the adult pretrial bail evaluation.

In 2005 Pine County Probation modified adult caseloads to a “continuum of supervision” format which was a significant move away from assigning caseloads solely upon the type of offense conviction. Offenders were placed on the continuum based upon a pre-sentence LS/CMI risk level or the type of court-ordered conditions. Once conditions were met or risk level went down, the offender moved down the continuum resulting in a lower level of supervision.

When caseload numbers began to decline in the late 2000’s the opportunity to do the risk-needs assessment on sentenced offenders became more of a reality. In August of 2009, adult caseloads transitioned so that agents supervised offenders based upon their risk level. All offenders with restrictive conditions were being seen for an intake to complete a risk-needs assessment. The downside was that it often took 8-12 weeks to get the intake scheduled. When there was a staffing cut in 2011, both adult and juvenile caseloads were capped based upon the risk level. The juvenile high-risk caseload was targeted at no more than 15 while the medium risk was 30 juveniles. On the adult side the high supervision adult caseload was targeted at no more than 30 and the medium supervision at 60 offenders. The lowest risk offenders were placed on unsupervised probation as monitored by the probation Case Aide. Today the low risk offenders are assigned to the Low Supervision Agent and Administrative cases are assigned to the Case Aide.

Over the past 15 years EBP training has become mandatory. The training has consisted of the risk-need companion elements of the original Effective Case Management training, Motivational Interviewing, Case Planning, and Cognitive Skills programming. Not only must the agent get the initial training in each area but are required to do annual booster/proficiency training. Once an offender was identified as high, medium, or low risk- the agent becomes the change agent motivating the offender to make choices in the areas in which they are at higher risk. Pine County Probation utilizes Smart Chronos, to track expectations during contacts, and a method to provide outcomes, quality assurance and documentation of important interventions.

Also consistent with the initial Eight-Point Plan, Pine County Probation brought in cognitive skills education first in 2001 and developed the juvenile restorative justice program in June 2004. In 2016, Pine County Probation, Health and Human Services, and the County Attorney’s office collaborated to contract with the University of Minnesota’s Center for Restorative Justice & Peacemaking in reshaping how correctional services are delivered to juveniles and victims of juvenile crime in Pine County. In April 2016 nineteen citizens and professionals, including school staff, were trained in Victim-Offender Conferencing. This training was offered again in April 2017 and more county professionals and residents were trained in the curriculum, including two more corrections agents, as well as the Pine County Attorney. This program was named C<sup>5</sup> (Culture-Community-Collaboration-Children-Choices) and was fully implemented in June 2016. In September 2019 the P.A.T.H.S. (Prisoners as Teachers Helping Society) program was implemented. This is a restorative justice program that uses talking circles with inmates from FCI-Sandstone. P.A.T.H.S. was co-founded by Probation Director Terry Fawcett and County Attorney Reese Frederickson. Pine County Probation implemented the Decision Points curriculum for adult and juvenile offenders in 2020. Project R.I.S.E., in partnership with the County Attorney’s Office, Health & Human Services, the East Central School District, and the Mille Lacs Band of Ojibwe, continued its work and guided Truancy Court within the schools and the Evening Reporting Center is operational. The Project RISE team visited Georgetown University in July of 2019 to receive the national Capstone of the Year Award.

The Department of Corrections has taken leadership responsibility for promoting EBP in Minnesota when they created a position within the department to focus on development and training of EBP both in the institutions and the field. Pine County Probation partners with the DOC for training and EBP Café learning sessions.

## 2021-2022 COMMITTEES/INITIATIVES/HIGHLIGHTS INVOLVING PINE COUNTY PROBATION

- Evening Reporting Center received a two-year Byrne Justice Assistance Grant extension.
- Evening Reporting Center receives AMC Individual Excellence Award
- Senior Agent continues to train statewide as a LS-CMI Trainer
- Project RISE Team members consulted with several statewide jurisdictions on how to break the School-to-Prison Pipeline (Including Otter Tail, Stearns, and Ramsey County)
- Evening Reporting Center team presented at the AMC Annual Conference
- Probation Director serves as Area Rep for state of Minnesota on APPA Board
- Senior Agent received MACPO Individual Excellence Award
- Probation Director continues to serve as a Scholar Reviewer/Mentor by the Page Education Foundation
- Probation Director participated on the Community Supervision Standards and Funding Policy Workgroup
- Senior Agent on the board for Minnesota Association of Pretrial Services Agencies
- Supervisor a member of the CSTS Enhancement Committee
- Career Agent a member of the CSTS Standards and Training Committees
- Supervisor a member of the MACPO Legislative Committee
- Senior Agent is the MACPO Communication Committee Chair
- Career Agent a member of the MCA Juvenile Justice Committee
- Supervisor and Career Agent are members of the Pine County Chemical Health Coalition

### **Challenges to Completing Probation Tasks**

There are challenges for agents and the agency to overcome in doing their probation tasks.

#### **Supervisee-based challenges**

Probationers are not identical; therefore, each requires a different level of effort on the part of the agent. In addition, one would expect that collateral consequences experienced by different types of individuals will affect the amount of time agents spend with their clients. Lack of transportation or driver's license, financial means and health insurance impacts probationers' ability to comply with some expectations, for example, obtaining mental health assessments, getting into a treatment program without health insurance is a barrier. Virtual meeting platforms such as Microsoft Teams provided an alternative way to maintain contact with clients and continue to provide supervision during restrictions to in-person contact due to COVID-19. This also eliminated transportation barriers that some clients experience; however, not all clients had access to technology or adequate internet.

#### **Agent-based challenges**

Agents possess different skill sets, years of experience and training; some agents are naturally better at performing certain functions than others, and more experienced staff may be more proficient at completing tasks. Assisting in training new staff takes time away from agents' time to meet their own workload demands. Probation agents have considerable discretion to decide how their time is used and how their actions impact public safety. This occupation is based on human interactions, which are anything but predictable. The supervisee's behaviors and needs will influence the amount of time that agents must spend on tasks, and these behaviors are often beyond the control of agents. Stress, cynicism, burnout and compassion fatigue can be occupational hazards. Meeting workload demands and other priorities, such as increased court demands, coupled with high caseload numbers creates a challenge to meeting supervision standards.

#### **Sanction-based challenges**

Recognizing that all court orders are not the same, agents must sometimes put skills and practices together that are responsive to the specific court order. The need to develop specific practices and case plans makes the agent's tasks take longer to complete especially when it may involve program or treatment referrals, insurance coordination, placement staffing, or working with limited financial resources when fines, fees or program costs exist.

**Agency-based challenges**

The impact of increased court-filings, drug law changes resulting in more gross misdemeanor level offenses, agency-provided programming has increased workload and expectation of staff.

**Community-based challenges**

Being a geographically large, rural county impacts the time it takes to make field visits. There are also locations within the county with limited cell service, making isolation and safety a challenge. Lack of resources available within the community poses a challenge to find programming for clients who have limited financial and transportation means. The impact of drug use in our communities impacts collateral victims, such as families of offenders who have little support and knowledge about how to help their loved ones through their addiction.

**State-based challenges**

Correctional budgets vary across the state, due largely to the inconsistent funding streams that are a result of three different correctional delivery systems. CPO funding deficits (State continuing to fund CPO counties at less than 50% per statute) continues to be a cause for concern statewide. The CPO delivery system has not been funded at 50% pursuant to M.S. §244.19 since 1996. The formation of the Community Supervision Standards and Funding Policy Workgroup will formally propose to the Legislature a One Funding formula during 2022 legislative session.

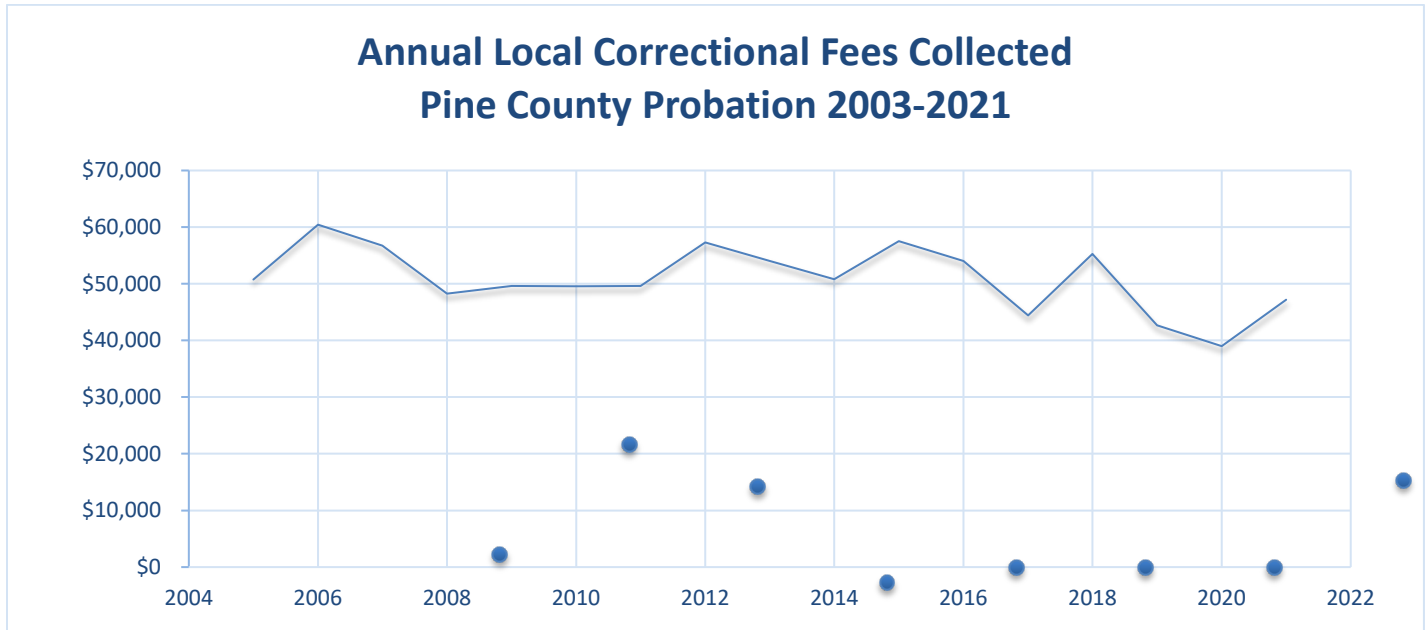
**COVID-19 Challenges & Opportunities**

As the COVID-19 pandemic unfolded in 2020, all systems had to adapt to ever-changing public health guidance and quickly develop ways to deliver the best possible service. Probation staffing in the office was limited to a small number on a rotating basis and the majority of the time staff were working from home. It took time to develop a routine and establish a new way of working from home and for the County to respond with the tools to make that work better accomplished. Use of the phone, electronic communication, and virtual meeting technology allowed court hearings to resume, team meetings and interagency collaboration to take place, and contact with clients possible.

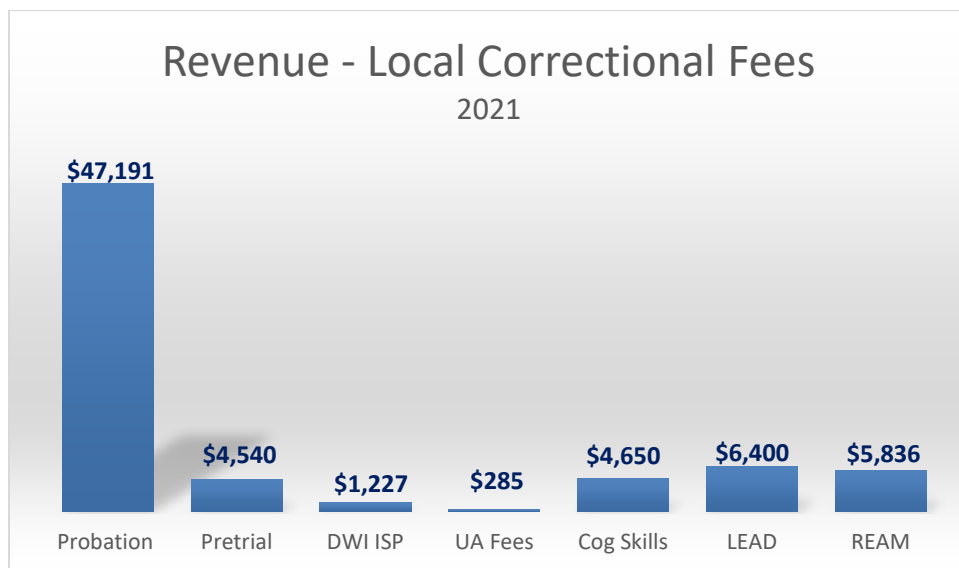
While remote contact cannot replace the value of face-to-face contact, new opportunities have been discovered to enhance service delivery and productivity.

## Correctional Fees

Local Correctional Fees were implemented by Pine County Probation in April 2003 and increased in January 2009 to the current rate. The current fee structure is based upon the length of the term of probation rather than a “one size fits all” flat rate. Currently, fees are assessed at \$ 10 per month of probation. Since 2003 Pine County Probation has collected \$935,203 in Local Correctional Fees. The Department of Corrections charges Local Correctional Fees of \$100 per misdemeanor, \$200 per gross misdemeanor, and \$300 per felony case. The fees the Department of Corrections collects go into the state general fund. By statute, Local Correctional Fees cannot supplant county funding, but have played an important role in filling the funding gap from the state.



Fees are also generated by program fees paid by offenders that help defray specific programming costs within the department. In 2021 the revenue generated by programs delivered in-house: the adult Cognitive Skills, Driving with Care Level II, and LEAD programs was \$11,050.



### **Pine County Probation Fees at a Glance**

**2021**

Total Fees Collected \$ 64,394

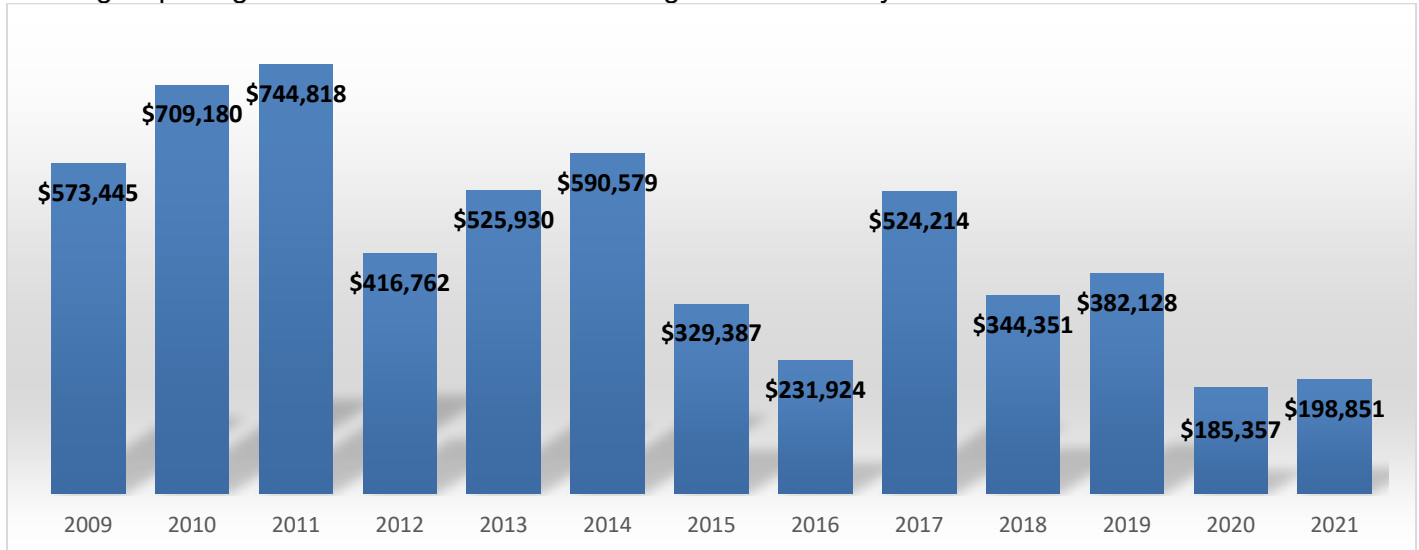
Referred to MN Revenue Recapture Program \$ 48,968

Recovered through Revenue Recapture \$ 14,342

**Pine County Probation Comprehensive Plan  
2022**

## Juvenile Out-of-Home Placements

Interagency collaboration between Pine County Probation and Health and Human Services is key to addressing the cost of out-of-home placements. Strategies are in place to keep placement dollars down recognizing there will always be the “budget busters” – the juvenile who commits the heinous crime, juvenile sex offenders requiring sex offender treatment, juvenile offenders with serious mental health issues, and the chronic serious juvenile offender. In 2021 there were four “budget busters,” whose placement costs totaled **\$116,019**, or 58% of the \$198,581 expended and represent 16% of the number of youth placed. The goal continues to be to reduce out-of-home placement for non-violent/dangerous offenders and increase use of the Evening Reporting Center and electronic monitoring as a community-based detention alternative.



### 2021 HHS Budget for Probation Cases

2021 Budget: \$361,000 2021 Actual: \$198,851

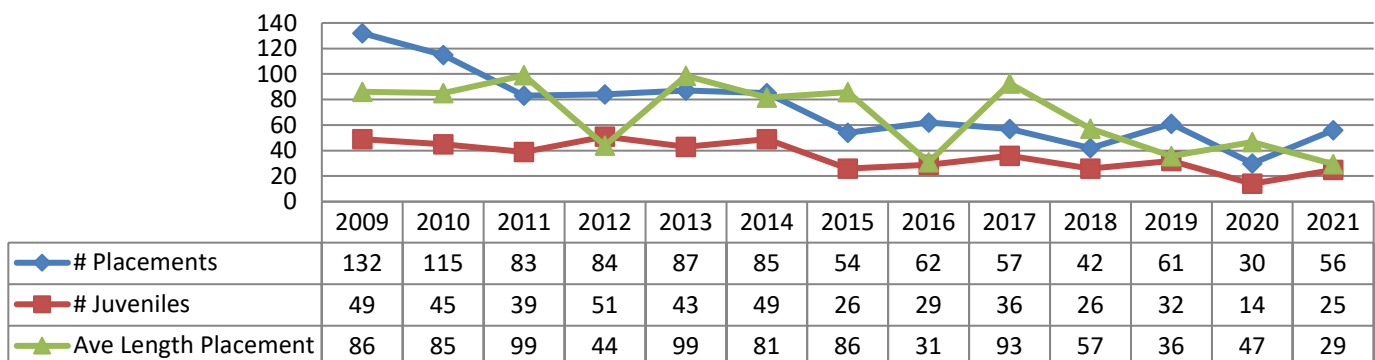
(Under budget by \$149,143)

Revenue: Parental fees collected \$12,726

### Overall HHS and Probation out-of-home placement costs:

2019 \$2,059,066 2020 \$1,379,593 2021 \$1,436,328

## Annual Juvenile Placements



- The number of juvenile placements (56) and number of juveniles placed (25) increased over 2020; however, the average length of placement (29 days) is the lowest since Pine County Probation started tracking data in 1996. This can be attributed to fewer juvenile in long-term residential program and use of the Risk Assessment Instrument, Electronic Home Monitoring, and community-based interventions such as the Evening Reporting Center.
- In 2021 there were 730 placement days. Compared to 2001, the year with the highest number of placement days at 7520, this represents an approximate 90% reduction in placement days.



## **PROBATION ADVISORY COMMITTEE**

### **2021**

#### **Mission Statement**

To actively participate in the review of probation services, programs, goals, and strategic planning in Pine County and make recommendations to policy and decision makers about such probation issues in order to enhance programming in the county and ensure it is efficient and effective.

#### **Members**

Law Enforcement:	Sgt. Adam Kenow
Local Jail:	James Reiser
Prosecution:	Reese Frederickson
Defense:	<i>Vacant</i>
Judiciary:	Hon. Heather M. Wynn, Hon. Patrick W. Flanagan, and Hon. Krista K. Martin
Education:	Jocelyn Rydberg
County Probation:	Jami Tuve
DOC Field Services:	Carter Diers
DOC Institutions:	Warden Brian Collins/Kelvin Matteen, MCF-ML
Social Services:	<i>Vacant</i>
Mille Lacs Band:	Shena Matrious
District 1 Citizen:	Brent Jahnz
District 2 Citizen:	Amanda Wimmer (Chair)
District 3 Citizen:	Rep. Nathan Nelson
District 4 Citizen:	Connie Mikrot
District 5 Citizen:	Mark Diggan

#### **Committee Staff**

Probation Director	Terry Fawcett
Recorder	Suzanne Thompson of the Probation Department

The Probation Advisory Committee created the first Comprehensive Plan in 1999. Each year the Pine County Board, the PICK Judicial Bench, and the Department of Corrections have reviewed the plan.

## **ANNUAL PROGRESS REPORT**

During the past year the Advisory committee has met the goals and objectives set forth in the prior year's comprehensive plan. Those goals included:

### **Follow the implementation of Evidence Based Practices (EBP)**

- Both DOC and Pine County Probation have provided regular reports on staff training and quality assurance efforts. The past year included the delivery of Decision Points.

### **Identification of Barriers and/or Gaps in Probation Service Program Delivery**

- The Probation Director was appointed as one of five CPO Director representatives on the Commissioner of Corrections' Committee on Funding and Delivery System equity. This committee, led by the Council of State Governments, delivered a proposal to the 2022 Legislature.

### **Ensure Local Correctional Needs are Being Met**

1. Project R.I.S.E. Project R.I.S.E. was developed and implemented and the capstone continues to be measured. The goals include working harder with youth at the school level, so youth don't get referred to the criminal justice system, thus breaking the school-prison pipeline. If youth are referred to the court system, a restorative approach is used, and the over-arching goal is to keep youth out of the system. This sound correctional practice will also drive down out-of-home placement costs, as more youth will be able to complete programming in their communities. This year Pine County Probation had its lowest average length of placement rate (29 days) since this has been tracked in 1996. From 2001-2021 there has been a 90% reduction in placement days. The Evening Reporting Center has had to operate in a hybrid format due to the pandemic, but the staff has been able to deliver services effectively. This after-school program allows youth to work on areas of need in a structured environment, while also receiving a meal. The program allows these youth to remain in their communities versus being placed out of home.
2. Cognitive Skills Education Programming The Probation Department continues to provide cognitive skills groups for adult offenders and individually for juveniles. In 2017 the adult unit expanded cognitive skills programming to include Driving with Care Level II for repeat DWI offenders. The Decision Points curriculum has been delivered virtually since the start of Covid-19 pandemic.
3. LEAD – Local Education for Accountable Decisions Since 2015 Pine County Probation has administered a four-hour DWI education program rather than referring those who are required to complete a DWI clinic to the metro area. The program is held three times per year and is open to attendees from other counties. As a prevention resource, attendees can bring youth 16-18 to the class at no fee and the attendee's fee is reduced. From 2015-2021, 342 adults and 6 youths have completed the program.
4. REAM (Remote Electronic Alcohol Monitoring) Since 1996 Pine County has received REAM Grant funding that covers the cost of electronic monitoring equipment rental and monitoring. Grant funds are administered by the Probation Department and made available to individuals who cannot fully or partially afford this option. REAM monitoring assists individuals to maintain sobriety, prevent drinking while awaiting trial or serving their sentence. It allows for release to use jail space for more serious offenders, as well as allow pretrial offenders to maintain employment. The amount of the REAM Grant awarded was \$6,500; however, this amount can be adjusted by the Department of Corrections based on utilization.

## **Review and Evaluate Current Technology Trends**

- Introduction of a new alcohol monitor that uses facial recognition and has a GPS feature.
- Use of GPS on Pretrial Release clients in special circumstances.
- Addition of the Supervision Violation Report to CSTS, the probation case management system.
- Adult Violation Reports, Presentence Investigation Reports, and Pretrial Bail Reports can now be uploaded directly to MNCIS through integration between the two systems.
- Implementation of the new Criminal History System (CHS) to access criminal history records.
- Use of Microsoft Teams and other platforms for virtual classrooms, meetings, training, and court.

## **Review Outcome Measures for Each County Program and Service Area**

Another important piece to EBP program evaluation is to ensure that the programs are successful especially when balanced with cost effectiveness. Throughout the year the committee received program updates. In January they reviewed in greater detail the annual outcomes as reported in this plan and provided feedback on them. The current programs with outcomes include:

- Juvenile Diversion Program
- Juvenile Restorative Justice (C-5 Program)
- Project RISE Truancy Initiative
- Project RISE Graduated Response
- Evening Reporting Center
- Juvenile Detention
- Repeat DWI Intensive Supervision (ISP) Program
- Pretrial Services
- Juvenile Electronic Monitoring
- Cognitive Skills Education, including Driving with Care Level II
- LEAD

## **Evaluate effectiveness of probation programs and service areas based upon staff and resources available.**

- Covid-19 has impacted several services in the County Probation Department.
  - a. Field visits, face-to-face contact, and U/A's have been modified greatly this past year due to concern for health and safety of staff and clients. FV's have increased this past year.
  - b. Administration of Cognitive Skills programs virtually eliminates transportation barriers and reaches more offenders.
- Staffing is being reviewed pursuant to the 2020 CPO County Ranking, as provided by the Department of Corrections.

## Advisory Committee Goals & Objectives – Plan for 2021-2022

<b>Goal</b>		<b>Objectives</b>
<b>1</b>	Follow the implementation of Evidence Based Practices (EBP)	<ul style="list-style-type: none"> <li>• Understand the basis of EBP</li> <li>• Follow practices being incorporated into Pine County Probation services</li> <li>• Continuation of Project RISE</li> <li>• Participation in Communities of Practice</li> <li>• Continue to deliver Decision Points Cognitive Skills programming</li> </ul>
<b>2</b>	Ensure local correctional needs are being met.	<ul style="list-style-type: none"> <li>• Identify missing community resources and interventions</li> <li>• Identify barriers and/or gaps in probation service program delivery</li> <li>• Follow the Local Collaborative Time Study requirements</li> <li>• Follow the Pine County Chemical Health Coalition activities</li> <li>• Break the School-to-Prison pipeline by working to keep youth in their communities by increased use of the Evening Reporting Center</li> </ul>
<b>3</b>	Review and evaluate current technology trends	<ul style="list-style-type: none"> <li>• Monitor drug and alcohol testing methods</li> <li>• Monitor electronic monitoring methods</li> <li>• Follow efforts to integrate information services</li> <li>• Explore other technology trends that may impact probation services</li> <li>• Use of GPS with some PTR clients</li> <li>• Utilization of CSTS Smart Chronos for data tracking</li> <li>• Monitor safe use of the X26P Taser</li> </ul>
<b>4</b>	Track correctional costs and funding levels	<ul style="list-style-type: none"> <li>• Follow out-of-home juvenile placement costs</li> <li>• Assess impact of funding levels on both county and state probation programs and services</li> <li>• Continue to manage the OJP grant; follow outcomes and/or requirements and assess impact on OHP budget.</li> <li>• Follow the impact of local correctional and other fees on probation budget</li> <li>• Monitor legislation that may impact probation funding and services especially unfunded mandates (including reimbursement for Bail Evaluations)</li> <li>• Participated in statewide Justice Reinvestment Initiative</li> </ul>
<b>5</b>	Review outcome measures for each county program and service area. Expand as appropriate.	<ul style="list-style-type: none"> <li>• Track outcomes for supervision using SMART Chronos</li> <li>• Use the Comprehensive Plan as a working tool</li> <li>• Determine if programs are meeting identified goals</li> <li>• Evaluate program efficiency and effectiveness</li> <li>• Evaluate cost effectiveness</li> <li>• Evaluate the effectiveness of the Evening Reporting Center</li> <li>• Create a way to track Crossover Youth data</li> <li>• Evaluate effectiveness of Truancy Court</li> <li>• Follow recommendations of the Juvenile Detention Alternatives Initiative system analysis</li> </ul>
<b>6</b>	Provide local feedback to the DOC District Supervisor as requested	<ul style="list-style-type: none"> <li>• Be a sounding board for the DOC on issues that impact at the grassroots level</li> </ul>
<b>7</b>	Evaluate effectiveness of probation programs and service areas based upon staff and resources available.	<ul style="list-style-type: none"> <li>• Assist policy makers in making critical decisions</li> <li>• Hold the service delivery system accountable in expectations</li> <li>• Provide the means to establish effective strategies for quality improvement</li> </ul>
<b>8</b>	Develop future correctional leaders	<ul style="list-style-type: none"> <li>• Development of a Supervisor position within the department</li> <li>• Involve Career and Senior agents in projects, policy and program development</li> <li>• Support of two Senior Agents to serve on the MACPO Board of Directors</li> </ul>

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## **CONCLUSIONS & RECOMMENDATIONS**

*The Probation Advisory Committee:*

- *Supports the EBP direction and implementation of EBP practice by both Pine County Probation and the Department of Corrections.*
- *Believes that implementing EBP programs puts the dollars where there is the most benefit based on proven effectiveness.*
- *Supports staffing which is consistent with EBP practice and needs.*
- *Supports the use of technology, the electronic monitoring with juvenile offenders as a cost-effective placement alternative.*
- *Supports the new Cognitive Skills program and would like to promote and see as many offenders as possible exposed to this research supported intervention.*
- *Believes it is important to continue to evaluate programs. This includes ISP/LEAD/DWC/Project RISE/ERC/Truancy Court/Cognitive Skills*
- *Pine County Probation implemented the L.E.A.D. Program in 2015 (Local Education for Accountable Decisions).*
- *The C<sup>5</sup> Program (Victim-Offender Conferencing) was introduced and full implementation took place June 2016. In 2018 the C<sup>5</sup> program expanded to include transition conferences for juveniles returning to the community from placement.*
- *The P.A.T.H.S. (Prisoners AS Teachers Helping Society) Restorative Justice Circles Program began on September 11<sup>th</sup>, 2019, in partnership with FCI-Sandstone.*
- *The Domestic Violence Impact Panel was implemented in 2018.*
- *Evaluate the effectiveness of the Evening Reporting Center. As part of this evaluation, ensuring that the center is being utilized to its potential by both Probation & HHS staff is critical.*
- *Believes that a strong professional alliance and collaboration with Mille Lacs Band is important in assisting Native American offenders, especially juveniles, to change. Pine County Probation, along with Health & Human Services, met monthly 2015 - 2016 with Family Services leadership to seek common understanding and work collaboratively on program development. The Cultural Community Coach position was jointly funded by the Mille Lacs Band and Pine County and was implemented in 2018. The position has been moved under the Pine County Children's Cabinet for long-term sustainability. Pine County Probation and the DOC recently met with the District 3 Rep of the MLBO, as well as with two members of the MLBO Government Affairs.*

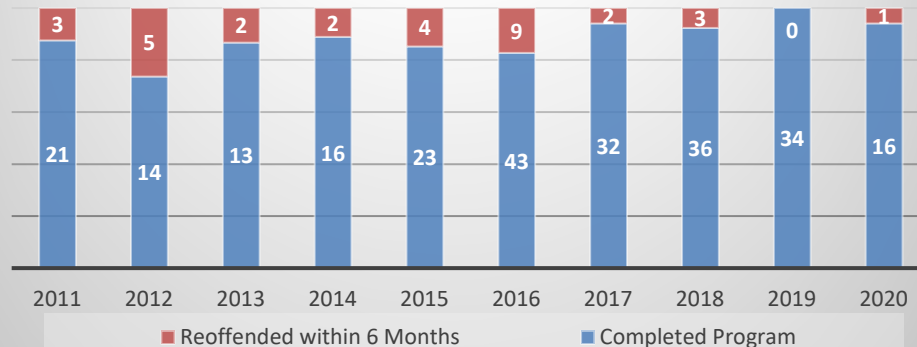
# **2021 OUTCOME MEASURES**

# Juvenile Diversion

Goal	Strategy	Outcomes
Our traditional Diversion program will assist the first-time juvenile offender to change to lower the chances of the youth re-offending.	1) Track recidivism rates of juvenile diversion offenders.	1) Minimize the number of first-time offenders from entering the court system.

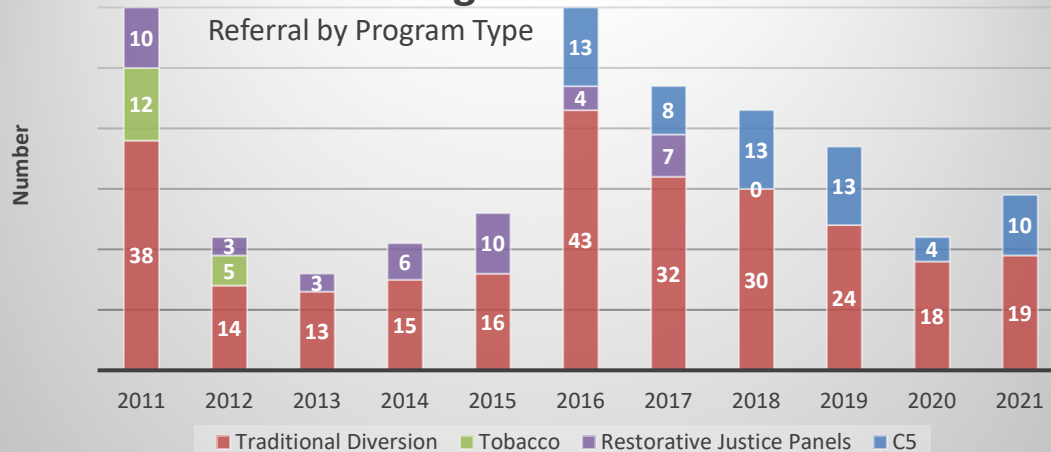
## Diversion Youth Recidivism

Youth completing the program and reoffense within 6 months of discharge



## Diversion Program

Referral by Program Type



## 2021 Program Cost: CPO reimbursed agent position

The Juvenile Diversion Program has been in existence in some shape or form since about 1976. At one point the program was administered by a full-time probation officer position. The 1996-99 recidivism rate, used as a benchmark, was based upon any new offenses up to five years or more. The Probation Advisory Committee set a narrower expectation based upon what was reasonable to expect for a one-time intervention. Over the past ten years, 217 of 248 (87.5%) of youth completing the Diversion program have not had subsequent involvement in the criminal justice system within six months of program completion.

In 2016 the C<sup>5</sup> Restorative Justice Program was implemented, which features Victim-Offender Conferencing and community member participation. The C<sup>5</sup> program built upon, expanded, and replaced the Restorative Justice Panel program. From 2004-2012 juveniles charged with tobacco offenses were referred to Diversion for an educational intervention; however the specialized Tobacco path was discontinued due to decline in referrals. The Probation Director manages the Juvenile Diversion and C<sup>5</sup> programs. There was a decline in referrals during 2020, which can be attributed to the COVID-19 pandemic. There was an increase in referrals in 2021; after the first quarter of 2022, referrals are on track to exceed the past two years.

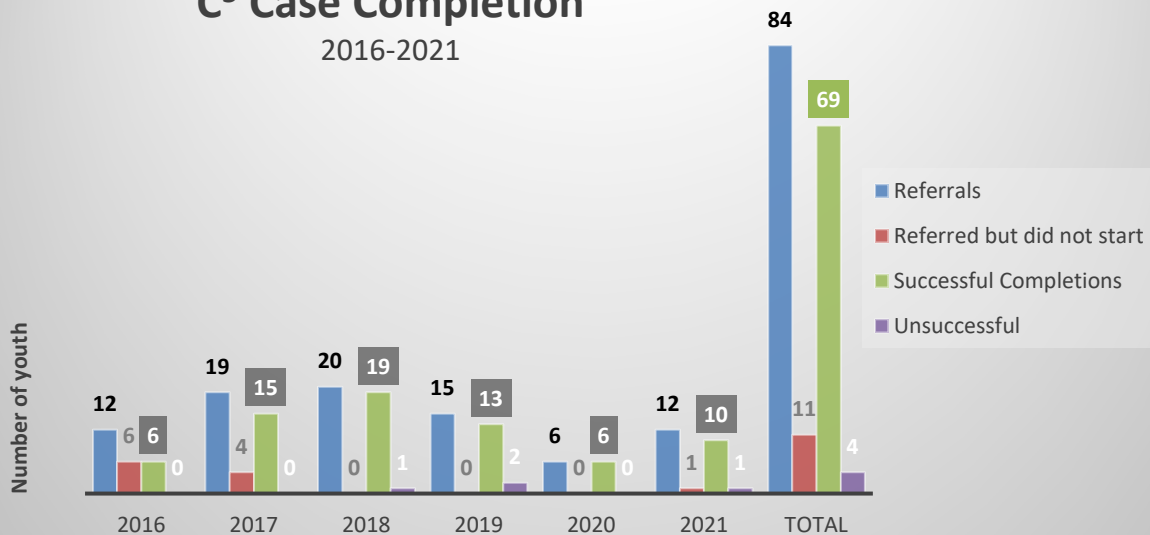
## C<sup>5</sup> Restorative Justice Program

*Community – Collaboration – Culture – Change - Choices*

Goal	Strategy	Outcomes
Serving Victims, Youth Offenders, and Community Members who come together to repair the harm caused by crime.	<ol style="list-style-type: none"> <li>1) Conferencing to allow victims, offenders and community members to come together, after preparation, for safe dialogue.</li> <li>2) Team consensus for appropriate consequences for youth's illegal behavior.</li> <li>3) Allow victims to have a voice.</li> </ol>	<ol style="list-style-type: none"> <li>1) Reduce recidivism rates for juvenile offenders.</li> <li>2) Youth will repair harm to their victim and community by successful completion of the program.</li> <li>3) Youth will successfully transition back to the community with no new charges for one year.</li> </ol>

### C<sup>5</sup> Case Completion

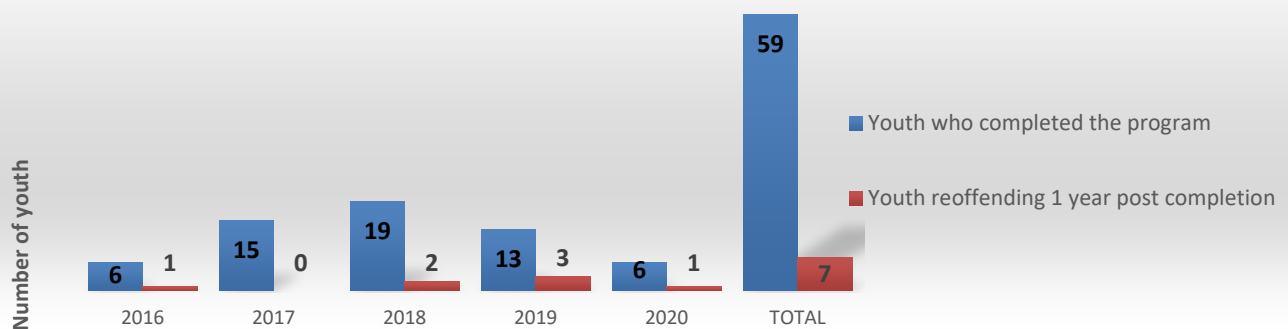
2016-2021



- **Percentage of participants with successful completion: 95%**
- **Average length of time to complete the program: 90.5 days**
- **Reasons referred youth did not start the program:** charged with another offense prior to starting the program, did not show up to scheduled meetings, placed in foster care for unrelated reason

### C<sup>5</sup> Recidivism

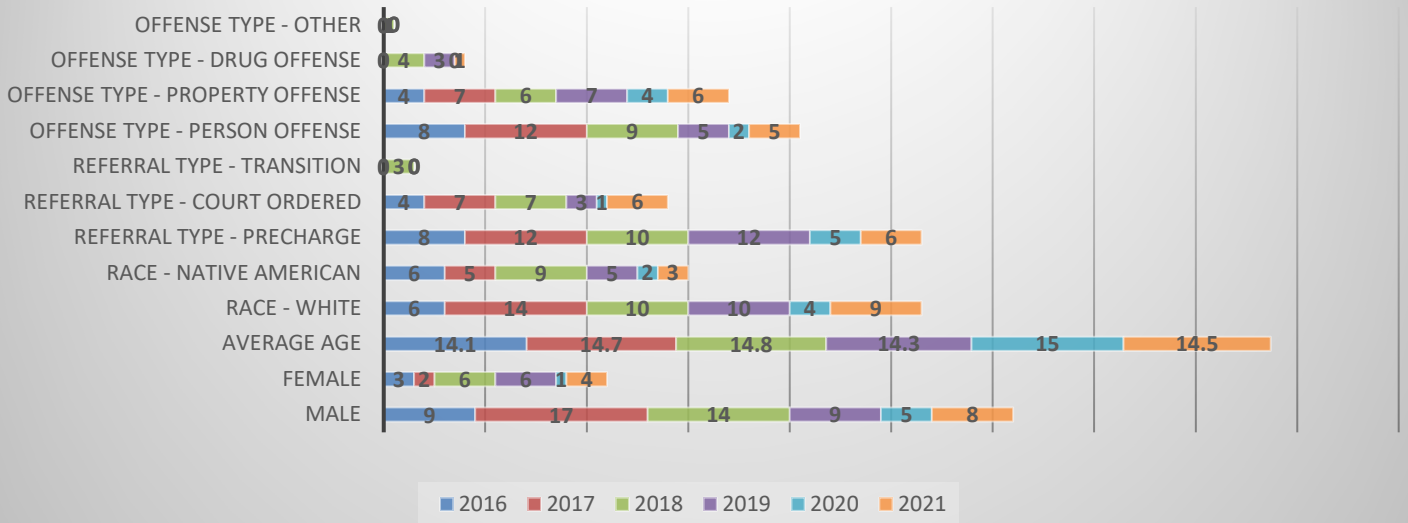
2016-2020



- **7 out of 59 Youth completing C<sup>5</sup> reoffended after 1 year (12%)**
  - **Of reoffenses, 5 of the 7 were misdemeanor-level charges (i.e. Minor Consumption, Disorderly Conduct)**
  - **1 of 3 Transition Youth reoffended within 1 year of discharge (33%)**
- All Transition Youth were Extended Judication Juvenile/Youth with serious offenses and/or chronic offense history*



### C<sup>5</sup> Participants 2016-2021



Percentage of Person Offenses: 49%  
 Percentage of Property Offenses: 40%  
 Percentage of Drug Offenses: 11%  
 Percentage of Pre-Charge referrals: 63%

Average Age of juveniles served: 14.57  
 Percentage of Minority referrals: 37%  
 Percentage of Male referrals: 74%

### RESTITUTION

Of the juveniles referred to the C<sup>5</sup> Program, 12 have been required to pay restitution – reimbursing a victim for damage or loss. Collection efforts continue beyond a juvenile's completion of the C<sup>5</sup> program.

To date:

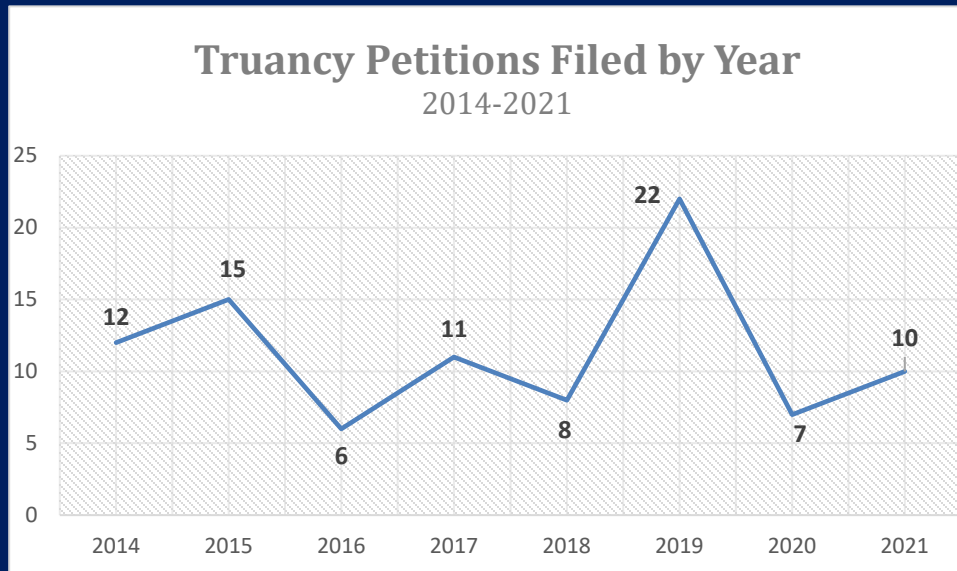
<u>Restitution</u> <u>Owed</u>	<u>Restitution</u> <u>Paid</u>	<u>Credit/Community</u> <u>Service/Forgiven</u>	<u>Restitution</u> <u>Balance</u>	<u># of Juveniles</u> <u>Paid in Full</u>
\$6959	\$2439	\$2480	\$2041	8

### **2021 Program Cost: CPO reimbursed agent position**

The C<sup>5</sup> Restorative Justice program started mid-year 2016. The Probation Director facilitates the program, along with volunteers who participate in conferences with the juvenile. There have been two training sessions offered and 31 individuals have received training to be volunteers in the program. Crime victims, victim surrogates, Tribal Elders, and school personnel have participated. Juveniles are referred pre-charge (diversion), court-ordered (as a condition of probation), and transition for youth in placement returning to the community. Re-offense is defined as committing a misdemeanor-level or greater offense within one year of completing the program. There was a decline in referrals during 2020, which can likely be attributed to the COVID-19 pandemic; however, the number of referrals picked up in 2021. Some C5 meetings can be held virtually, which can ease the burden for families to travel to the courthouse.

## Project RISE Truancy Initiative

Goal	Strategy	Outcomes
To partner with the schools to address student's truancy to provide more support to students and families. Collaboration among schools, social services, local youth-serving agencies, law enforcement, courts, and probation.	<ol style="list-style-type: none"> <li>1) Hold Truancy Court hearings in supportive environments, such as the schools, community centers</li> <li>2) Provide strength-based, positive interventions whenever possible, in partnership with youth and family</li> <li>3) Co-located services in the schools</li> </ol>	<ol style="list-style-type: none"> <li>1) Increased attendance rates</li> <li>2) Tailor interventions to increase success with use of meaningful consequences, incentives, and support</li> </ol>



### Examples of “doing things differently” in Truancy Court

- Probation recommending payment of driver's training as an incentive for habitual truants who can show academic progress
- Judge participating in a self-defense class with a young female student to help her with her self-confidence.
- Judge offering to do “Workout Wednesday” for a student who disliked Physical Education if his grades improved.
- Judge baking for student's upon academic improvement.

Within the framework of Project RISE, a Pine County Multidisciplinary Team was formed as a school-justice partnership to address chronic absenteeism in our schools. With the leadership of Pine County District Court Judge Heather M. Wynn, juvenile truancy court hearings started to be held in schools and other locations in late 2018 and became a consistent practice in 2019. Holding court at schools or other community locations provides more support for youth and families, shows a positive partnership between the schools and court, and limits the need for youth to miss school to attend hearings at the Courthouse. Court hearings were being held remotely via Zoom technology rather than in-person hearings in schools due to the pandemic.

A restorative approach to truancy has been implemented to empower youth and families to be part of the solution to chronic absenteeism. Trust and relationship building, use of incentives and rewards, and involving families in addressing the issues is the focus, with limited use of liberty restrictions such as electronic monitoring and out-of-home placement.

During the pandemic, the number of filings of truancy cases greatly decreased as schools shifted focus to meeting students' basic needs and adjusting to the constantly changing educational framework. Through Project RISE a Truancy Subcommittee was created to develop a method to address truancy on a consistent basis county-wide. The schools developed a 3-tier matrix system to address truancy and divert students from truancy court.

## Project RISE Graduated Response

Goal	Strategy	Outcomes
Hold youth accountable using appropriate, restorative interventions based on risk and needs of youth, and seriousness of violation.	1) Develop a framework to guide consistent response to probation violations. 2) Develop sanctions and incentives to use in combination to promote compliance, support positive behavior change and enhance public safety.	1) Make recommendations based on level of violation and risk level of youth.

### Juvenile's Risk Level

High	44.44%
Low	0.00%
Moderate	53.33%
Not Assessed	2.22%

### Violation Level

Minor (lapse in judgment)	6.67%
Moderate (lack of motivation, M/GM reoffense)	46.67%
Serious (ongoing, willful disregard, F reoffense)	46.67%

### Recommended Response

Recommendation for higher level of response	0.00%
Recommendation for lower level of response	2.22%
Recommendation in accordance with Response Grid	97.78%

### Outcome

Court disposition in accordance w/recommendations	97.78%
Court disposition was less restrictive than recs	2.22%
Court disposition was more restrictive than recs	0.00%

The Graduated Response Grid was implemented in 2019 based on youth's level of risk (Low, Moderate, High) and level of violation (Minor, Moderate, Serious) to guide consistent responses and recommendations in probation violations. Agents are making consistent recommendations in all cases. With the exception of one case that the Court ordered a lesser level of response, the Court is also issuing orders consistent with level of violation and level of youth risk.

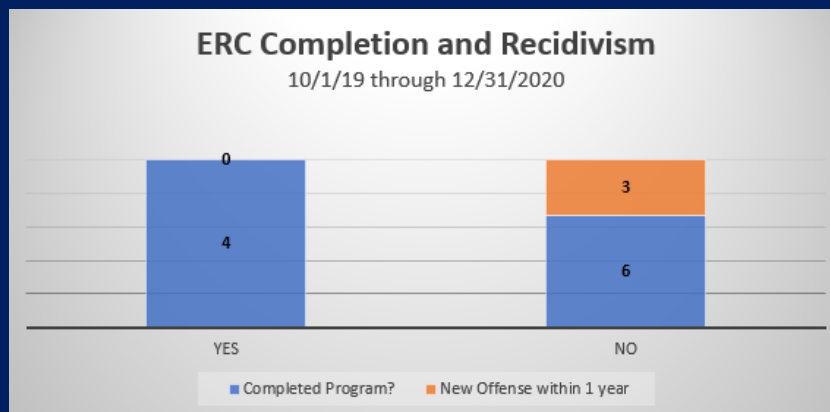
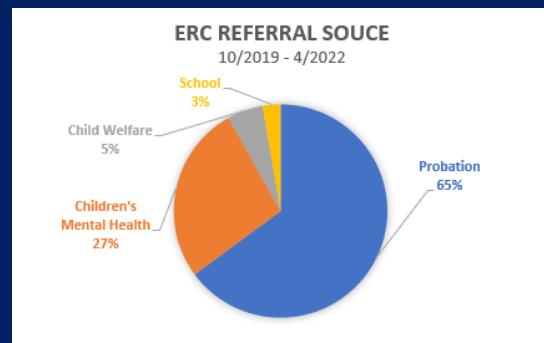
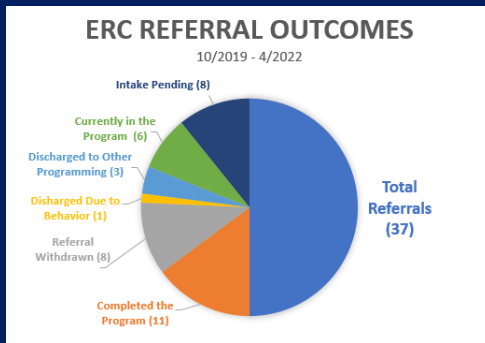
A graduated response system also allows for using incentives to promote compliance, reward goal completion and reinforce positive behavior. A list of incentives, both tangible and in nontangible, has been developed and is regularly being updated based on input from the youths we work with. Added to the list of incentives in 2020 was payment for Drivers Training-related expenses that would assist a youth in obtaining a driver's license.

Effective alternatives to placement, made widely available, can actually reduce costs at the same time they provide critical services to individuals, such as behavioral health treatment, cognitive skills, and exposure to prosocial activities. These interventions can help reduce recidivism while placing youth on a path to becoming productive, contributing members of society.

Data above reflects the use of Graduated Response Grid 2019-2021 in 45 probation violations.

## Project RISE Evening Reporting Center (ERC)

Goal	Strategy	Outcomes
Provide at-risk youth community-based alternative to develop socially, emotionally, and educationally	<ol style="list-style-type: none"> <li>1) Obtain funding for the program</li> <li>2) Develop a program that will provide wrap-around services and meet needs of youth including mental health, chemical health, behavior management, education, restorative justice, recreation and prosocial activities, cultural guidance, cognitive skills, nutrition and self-care.</li> </ol>	<ol style="list-style-type: none"> <li>1) Reduce repeat offending behavior</li> <li>2) Reduce out-of-home placement</li> <li>3) Improvement in school attendance and academics</li> <li>4) Increase in protective factors</li> </ol>



**Byrne Justice Assistance Grant**  
**2019-2021 Budget: \$127,196 expended of \$313,800**  
**2021-2023 Budget: \$351,941**

Due to unprecedented times and interruption due to the pandemic, Pine County Probation was awarded a renewal grant to continue the Evening Reporting Center an additional two years through September 2023. That renewal was based largely upon the understanding that COVID negatively impacted programming and data collection. The program was forced to adopt a hybrid and largely online model and ERC staff turned over multiple times during this period.

In-person programming resumed this fall and new staff were trained to administer the Youth Assessment and Screening Instrument (YASI) to assist with individual case planning and to be used as the primary indicator of the program's success in reducing the potential for recidivism amongst participants; outcome number one. School attendance, behavior, and academic progress is also being tracked as aggregate data to support academic and social growth. Finally, a Protective Factor self-assessment is administered to chart growth in the areas of Social Support, Physical Health, Self-Esteem, Coping Skills, Sense of Purpose, and Healthy Thinking. All three measurement categories listed above (YASI, School, Protective Factors) will be assessed upon initial in-processing, at the midpoint of programming, and upon completion.

Staff has also sought assistance from Juvenile Detention Alternatives Initiative (JDAI) to develop measurements to show how the ERC is addressing our secondary outcome of reducing out-of-home placements; our second desired outcome.

## Project RISE Evening Reporting Center (ERC) - Continued

Number of students referred to ERC during COVID (11/2019 - 8/2021) = 23

Of those:

11 successfully completed the program

8 had their referrals withdrawn

3 were discharged to other programming

1 was discharged due to behavior

\*School, YASI, and Protective Factor data unavailable for these participants as the program was operating in a hybrid model during COVID as were area schools. Those three assessment tools were put into practice beginning in 9/2021 and are reflected below.

Number of students referred to ERC post-COVID (9/2021 - 5/2022) = 10

Of those:

5 have attended regularly and have completed initial YASI screenings

2 have attended less than four sessions (still being in-processed)

1 is on-hold per guardian

2 are pending intake

The following data reflects the initial YASI scores, School Input, and Protective Factor survey responses of the 5 students who have completed in-processing since 9/2021:

### Initial Full YASI Assessment

Overall Risk	Needs	Strengths
L	L-M	VH
L	M	M-H
L	M-H	M-H
M	M-H	M
M	L-M	M-H

\* L=Low      M=Moderate      H=High      VH= Very High

### Initial School Info (only have school info on three of five participants)

Attendance (Absences)	Behavior Referrals	Failing Grades
13	7	7
1	1	1
11	4	4

### Initial Protective Factor Scores

Social Support	Physical Health	Self-Esteem	Coping Skills	Sense Of Purpose	Healthy Thinking
1	2	1	1	1	1
3	3	4	3	2	4
2	2	2	3	2	2
2	3	1	1	2	2
4	4	3	2	3	3

\*1-Weak      3-Moderate      5-Strong

## Project RISE Evening Reporting Center (ERC) - Continued

Of those 5 participants, 2 have successfully reached the mid-point (15 sessions) of the ERC program and have been reassessed in YASI, School Info, and Protective Factor survey responses. The following chart shows their initial numbers next to their mid-point numbers:

### Midpoint YASI

Overall Risk		Needs		Strengths	
Initial	Mid-Point	Initial	Mid-Point	Initial	Mid-Point
L	L	M-H	M	M-H	H
M	L	M-H	L	M	VH

### Midpoint School Info

Attendance (Absences)		Behavior Referrals		Failing Grades	
Initial	Mid-Point	Initial	Mid-Point	Initial	Mid-point
1	0	1	0	1	2
11	6	4	1	4	2

### Midpoint Protective Factor Survey

Social Support		Physical Health		Self-Esteem		Coping Skills		Sense Of Purpose		Healthy Thinking	
Initial	Mid	Initial	Mid	Initial	Mid	Initial	Mid	Initial	Mid	Initial	Mid
2	4	2	2	2	3	3	5	2	3	2	4
2	4	3	4	1	3	1	3	2	3	2	3

\*1-Weak      3-Moderate      5-Strong

Summary of the Initial to Midpoint growth represented above is as follows:

YASI - both participants showed a reduction in Risk and Needs; and an increase in Strengths

School- one participant maintained status; the other improved in all three categories

Protective Factors - both participants expressed positive growth in all six categories

## VAPING INTERVENTION PROGRAM (VIP)

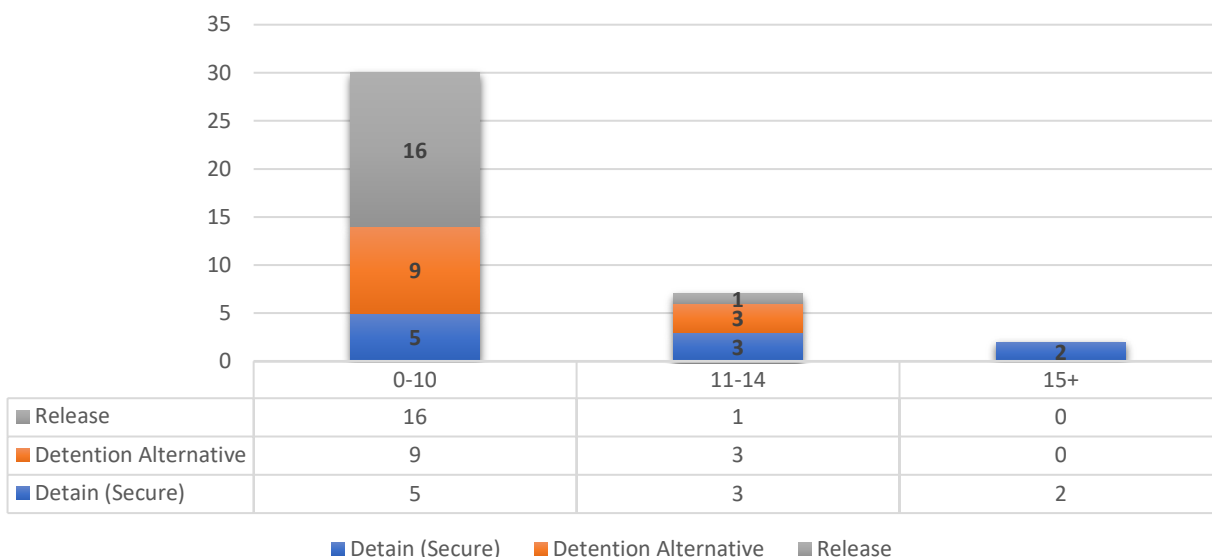
In partnership with Pine County Public Health, County Attorney, Probation and schools, the ERC recently implemented the Vaping Intervention Program (VIP) to address student vaping offenses in school. A graduated response matrix was developed to address the issue early with structured intervention and accountability while keeping students out of the juvenile justice system. Program data will be included in next year's Comp Plan.

## Detention RAI (Risk Assessment Instrument)

Goal	Strategy	Outcomes
To reduce unnecessary secure detention confinement for juveniles and encourage non-secure alternatives.	<ol style="list-style-type: none"> <li>1) Use a validated risk assessment instrument</li> <li>2) Screen juveniles arrested for new offenses and provide the results to the Court, County Attorney and Public Defender</li> </ol>	<ol style="list-style-type: none"> <li>1) All juveniles arrested for a new offense will be screened</li> <li>2) Provide Court and attorneys with information to help make informed decisions</li> <li>3) Use of secure detention should be used in appropriate cases</li> </ol>

### Detention Risk Assessment Instrument Outcomes

2019-2021



RAI Score	Screened	Detained	% Detained
0-10 (Release)	30	5	17%
11-14 (Detention Alternative)	7	3	43%
15+ (Detain)	2	2	100%

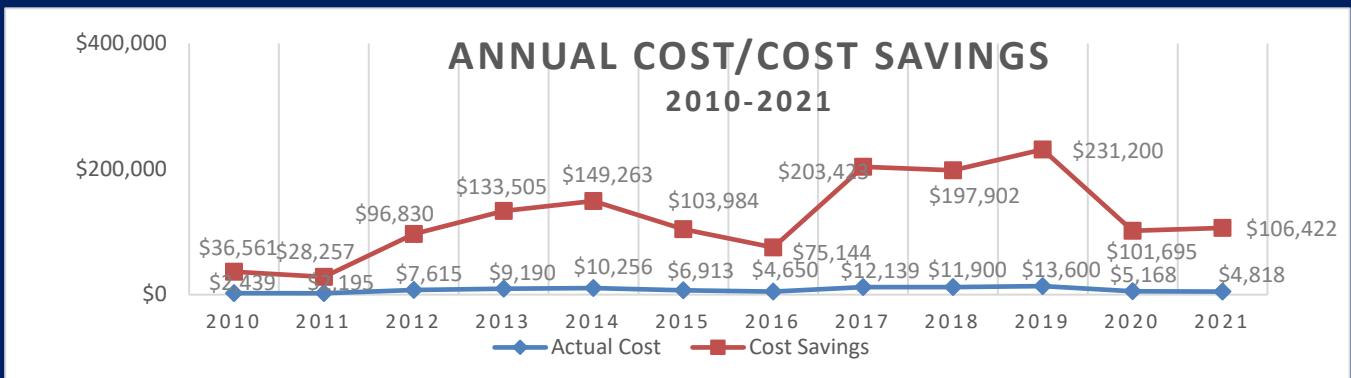
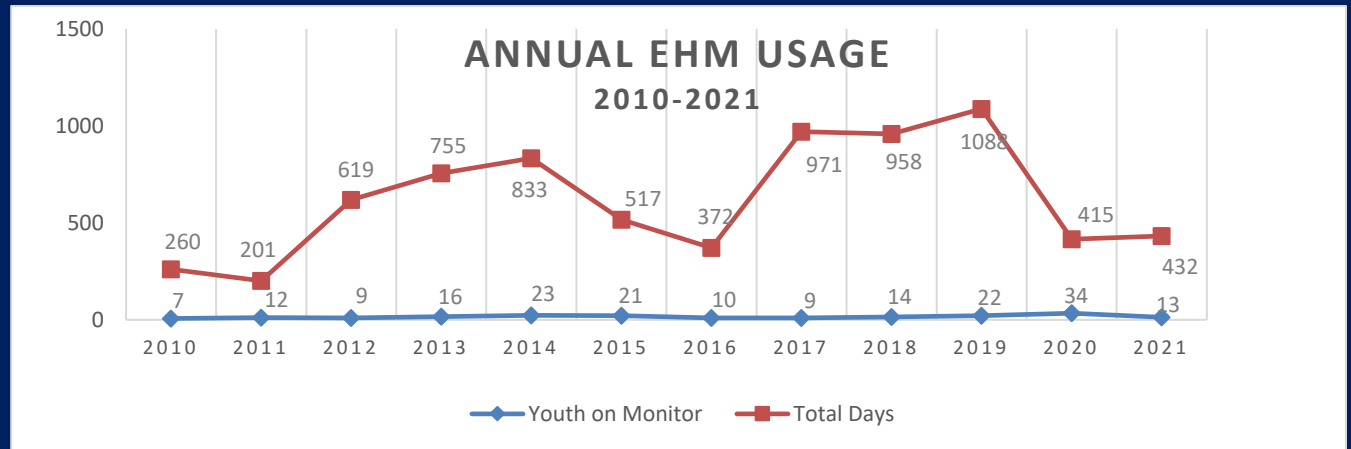
Detention decisions should be based on neutral and objective factors, uniform criteria, and be risk-based – the risk of re-offending before adjudication and the risk of failing to appear for future court hearings. When developing the instrument to use, we looked at larger jurisdictions who had developed and validated a risk assessment instrument. The Detention RAI used in Pine County is modeled after the Courtroom RAI used in Hennepin County. The greater the score, the higher the risk.

The term “Detain” refers to holding a juvenile in a secure detention facility, while “Detention Alternative” is holding a juvenile in a non-secure setting or house arrest with electronic home monitoring. The RAI score directs the response; however, there were cases where the response deviated from what the RAI score directed. There were several reasons for deviation, such as there was not a non-secure alternative available, the juvenile had a warrant in another county for a different case, and the juvenile’s behavior was danger to self or others and needed further evaluation.

It has become common practice to have a juvenile remain in secure detention at East Central Regional Juvenile Center to await availability at the non-secure building on the same campus. Often, juveniles remain in secure detention because a nonsecure bed doesn’t become available.

# Juvenile Electronic Monitoring

Goal	Strategy	Outcomes
Provide greater accountability for youth placed at home on house arrest, as a lower cost alternative to detention.	<ol style="list-style-type: none"> <li>Enhance house arrest as a pre-disposition or consequence disposition.</li> <li>Provide parents with support in house arrest situations.</li> <li>Less restrictive sanction than out-of-home placement that is still restrictive in nature.</li> <li>Provide another alternative for graduated response</li> </ol>	<ol style="list-style-type: none"> <li>The Court will utilize house arrest more often, reducing detention placements.</li> <li>Reduced cost to parents and increased accountability will make the disposition more attractive for parents to keeping their child at home rather than wanting child out of the home.</li> <li>Reduce detention in costly out-of-home placements.</li> <li>Youth accountability.</li> </ol>



**Average Days per Youth on GPS monitor in 2021: 29**  
**Total placement cost savings since implementation: \$1,635,866**

## 2021 Program Cost: \$ 4818

Pine County Probation contracts with Midwest Monitoring and Surveillance for the monitoring equipment. The most frequent equipment being used today for youth is the GPS unit that tracks the juvenile's location in real time. In 2020 there was one juvenile on electronic alcohol monitoring.

From 2002-2003 the Federal JAIBG (Juvenile Accountability Incentive Block Grant) paid 50% of the cost for youth on the monitor, with parents being expected to pay the other half of the cost. In 2004 funds were allocated in the corrections detention budget with Health and Human Services as a low-cost alternative to out-of-home detention. In 2007 a sliding fee scale made the parental portion more affordable to parents with limited financial means. In 2018 the parental fees were discontinued to remove financial barriers to success of the lower-cost, less restrictive detention placement alternative.

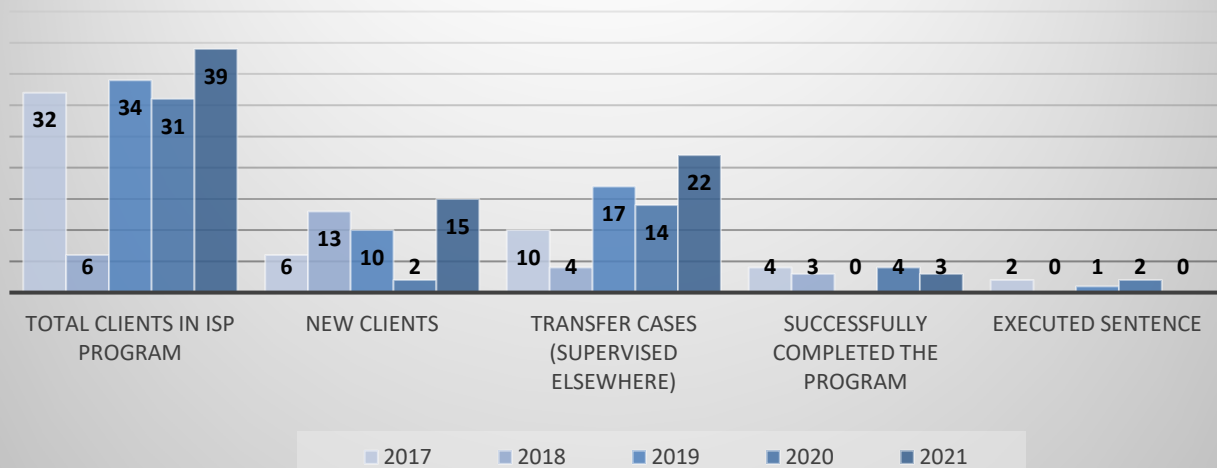


## Repeat DWI Intensive Supervision Program (ISP)

Goal	Strategy	Outcomes
Provide an intensive supervision program for adult repeat DWI offenders that will increase public safety, hold program participants accountable, reduce recidivism, and rehabilitate offenders.	<ol style="list-style-type: none"> <li>1) Increase accountability of program participants by closely monitoring activities.</li> <li>2) Provide a structured program involving variable levels of supervision based upon progress.</li> <li>3) Impose sanctions when participant violates program conditions whenever possible rather than formal violation and return to Court.</li> <li>4) Adequately address the chemical dependency needs of program participants.</li> <li>5) Reduce mandatory jail sentences with the statutory permitted ISP program alternative.</li> </ol>	<ol style="list-style-type: none"> <li>1) Participants will face consequences for relapses while in the program including appropriate treatment programming.</li> <li>2) Sanctions will be imposed for violations.</li> <li>3) Offenders will successfully complete the program.</li> <li>4) Offenders will not commit a new DWI while in the program.</li> <li>5) Recidivism rates for repeat DWI offenders will be reduced.</li> <li>6) Use of the ISP program will reduce jail costs for the county.</li> </ol>

### Overview of ISP

2017-2021



- Recidivism:** Historically, 89% of those who started the ISP program have not committed a new DWI. No ISP offenders currently being supervised in county have been arrested for a new DWI.
- Rehabilitation:** In 2021 59% of ISP offenders participated in chemical dependency treatment, 29% had already completed treatment; 6% participated in Driving with Care Level II or Cognitive Skills and 35% had previously completed.
- Accountability:** In 2021 6% of ISP offenders had some type of sanction, either formal or informal; 12% had a formal probation violation; 47% were enrolled in an ignition interlock program.
- Cost Effectiveness:** In 2021 the ISP program saved the county approximately **\$179,340** in jail costs\*. In addition, since 2001 ISP correctional fees have brought in \$ 95,611.

### 2021 Program Cost: CPO reimbursed agent position

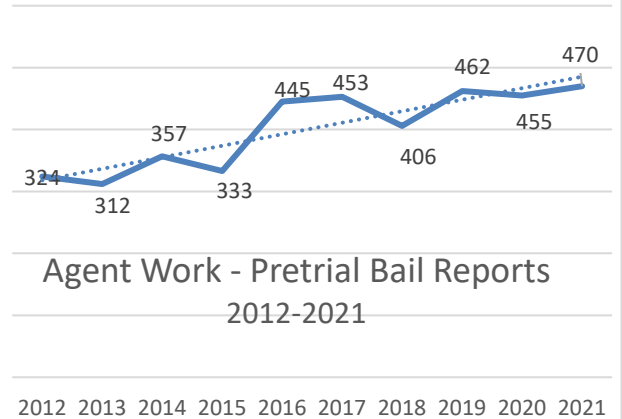
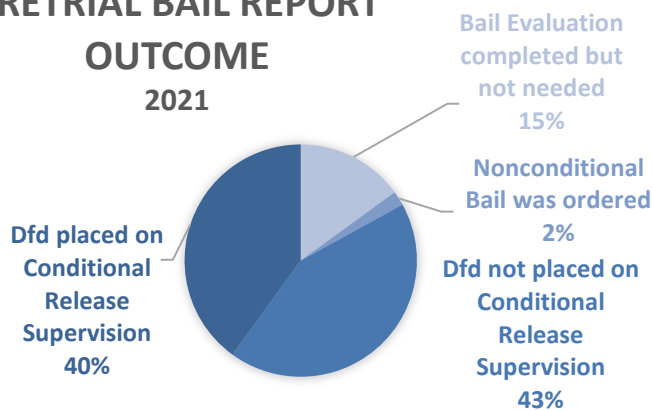
The Repeat DWI Intensive Supervision Program (ISP) was implemented in 1999 with grant dollars from the Department of Corrections. In 2001 Pine County agreed to pick up the program costs utilizing CPO reimbursement, offender program fees, and jail reduction savings to offset the cost of the program to the county. We have kept statistics from the start as part of our grant funding and now as part of these outcomes.

ISP program participants pay a \$720 local correctional fee. In addition, the reduction in jail costs for program participants has also offset salary and program costs. Jail cost savings are calculated by taking the number of unserved jail days at the per diem rate when an offender completes the ISP program.

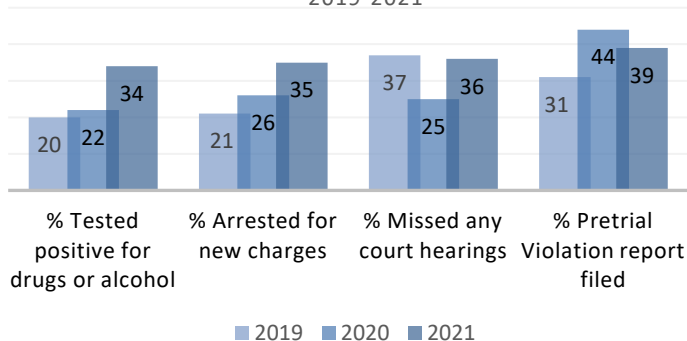
## Pretrial Services

Goal	Strategy	Outcomes
Fill the gap in pretrial services to the Court including additional information for bail and release conditions determination and supervision to defendants with court-ordered conditions during pretrial status.	<ol style="list-style-type: none"> <li>1) Track total number of bail studies completed.</li> <li>2) Track Pretrial Bail Report Outcomes.</li> <li>3) Track compliance for drug/alcohol use, law abiding behavior, and reappearance for hearings.</li> <li>4) Track demographic information.</li> </ol>	<ol style="list-style-type: none"> <li>1) Provide courts with information to help make more informed decisions.</li> <li>2) Accountability while in the community released on pretrial status.</li> <li>3) Reduction of positive UA results.</li> <li>4) Consequences for defendant that are not cooperating with conditions of release.</li> </ol>

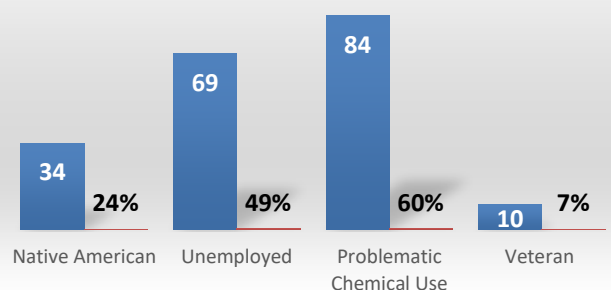
### PRETRIAL BAIL REPORT OUTCOME 2021



### Pretrial Supervision Outcomes 2019-2021



### Pretrial Supervision 2021 Client Demographic Information

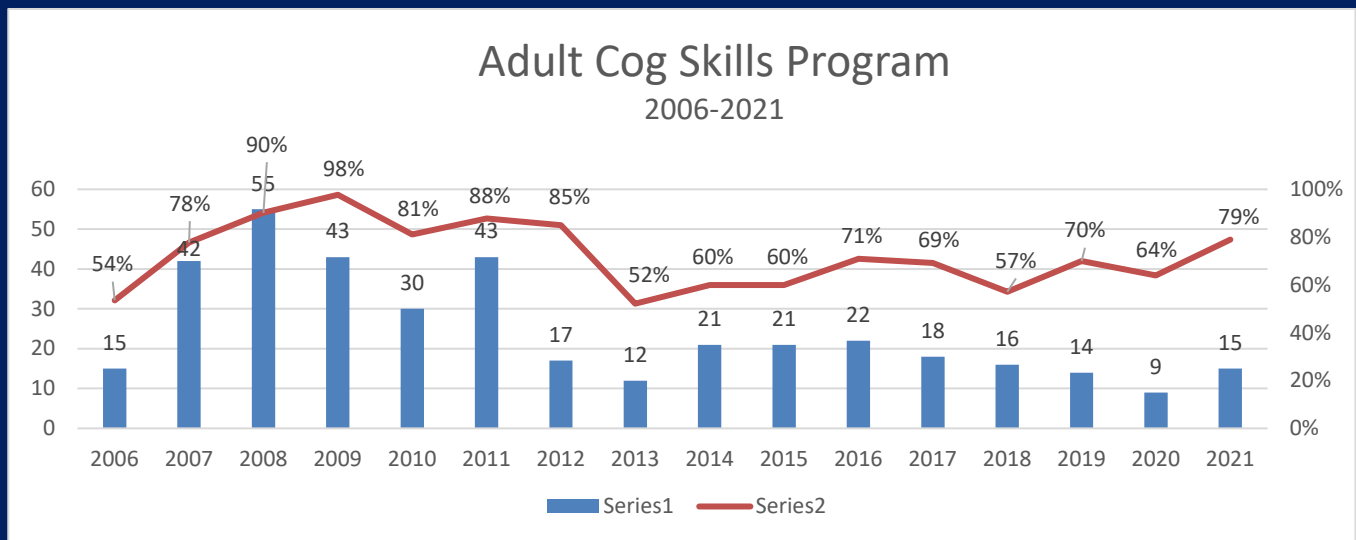


## 2021 Program Cost: Caseload/Workload Reduction

The Pretrial Agent position was added in November 2009 with RLE Federal Grant dollars and has been funded by C/WR dollars since 2013, with the county paying a portion of the cost. Pretrial fees help defray the cost. Due to this position having the highest caseload, as well as the highest risk adult clients, the caseload is split by risk level, with another adult agent supervising the low-risk pretrial clients. In 2018 a state-wide research-based evaluation tool was implemented – Minnesota Pretrial Release Evaluation and Assessment Tool (MNPAT) – to improve pretrial outcomes for defendants and provide consistent information to judges and attorneys. The number of MNPAT Pretrial Bail Evaluations completed has steadily increased. In 2021 there were 470 bail studies completed, which is a 17% increase over the 10 year average. There were 470 bail studies completed this year, which represents 705 hours, or 34% of a full-time agent's work time (based on 2080 annual work hours).

# Adult Cognitive Skills Education Program

Goal	Strategy	Outcomes
Provide evidence-based curriculum to offenders that facilitates change and reduces recidivism.	<ol style="list-style-type: none"> <li>1) Deliver a structured program which analyzes thought process and decision making responses.</li> <li>2) Enhance Thinking Skills, Reasoning, and promote Rehabilitation.</li> <li>3) Increase insight to self-emotive processes and thought analysis.</li> <li>4) Measure recidivism rates of those referred to the program that didn't complete the class and those that actually complete the program.</li> <li>5) Set high standard for attendance expectations and defined consequences for absence.</li> <li>6) Minimize the cost to the county.</li> </ol>	<ol style="list-style-type: none"> <li>1) Offenders who start the program will successfully complete the program.</li> <li>2) Offenders who complete the program will have lower recidivism rates than those who do not.</li> <li>3) Offenders who complete the program will have a lower reconviction rate for same or similar crimes within one year of completion of the program.</li> <li>4) The program will be cost effective.</li> </ol>



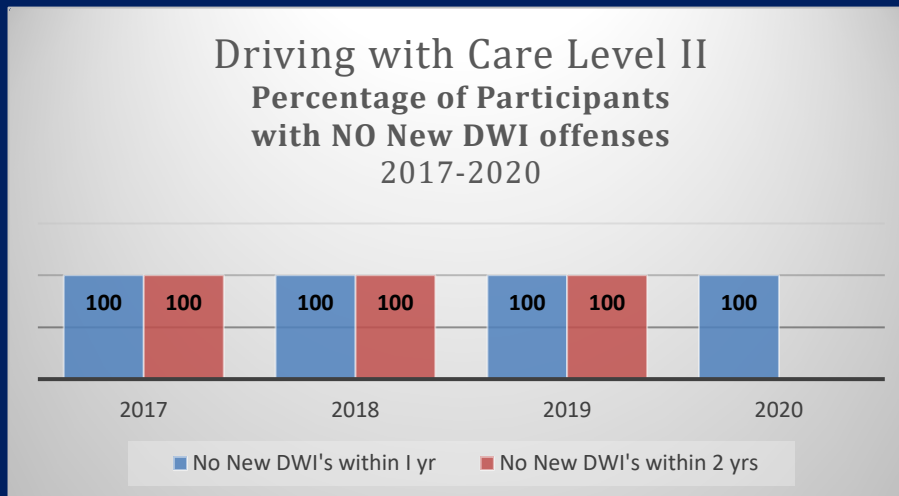
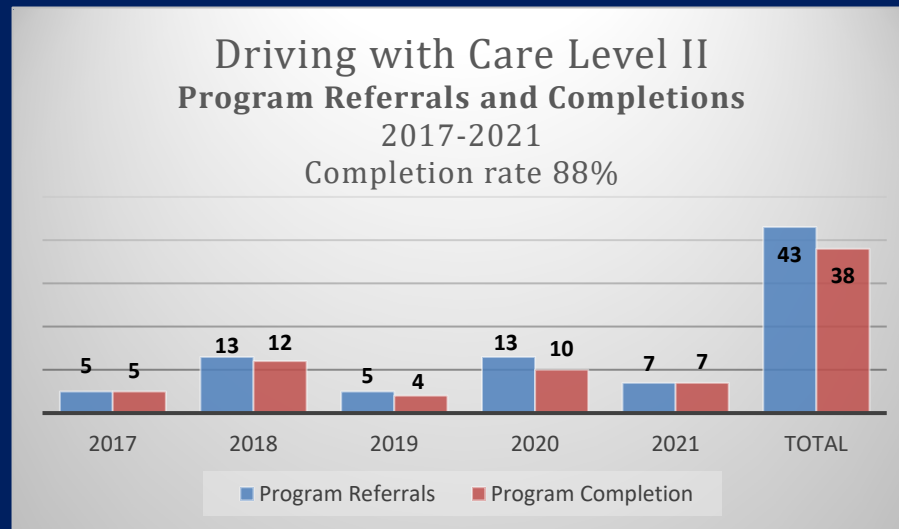
## 2021 Program Revenue: \$ 3000

In 2012, as a cost savings strategy, Pine County Probation launched their own adult program facilitated in-house by probation agents rather than contracting with other agencies as had been the practice since 2006. Through 2019 the program used the foundational concepts based on New Direction curriculum which was collaboration between Hazelden and the DOC. Successful completion was based upon class participation and competency with the key concepts of a thinking report.

In January 2020 Pine County Probation staff were trained in a new evidence-based curriculum, Decision Points. Decision Points is a cognitive-behavioral intervention based on principles with broad based research support in reducing problematic behavior and recidivism. Shortly after implementing the curriculum, the program was disrupted due to COVID-19. Ultimately Probation staff began to facilitate the program remotely via Microsoft Teams. Participants are still getting the accountability, structure, peer influence, agent support and cognitive learning/skill practice. The virtual class format has removed transportation barriers and made the program more accessible. Due to a 10-week hiatus because of COVID-19 restrictions, participant numbers are fewer and less revenue was generated in program fees.

## Driving With Care Level II

Goal	Strategy	Outcomes
Provide evidence-based curriculum to offenders that facilitates change and reduces recidivism.	<ol style="list-style-type: none"> <li>1) Deliver a structured program which analyzes thought process and decision making responses.</li> <li>2) Enhance Thinking Skills, Reasoning, and promote Rehabilitation.</li> <li>3) Increase insight to self-emotive processes and thought analysis.</li> <li>4) Measure recidivism rates of those referred to the program that didn't complete the class and those that actually complete the program.</li> <li>5) Set high standard for attendance expectations and defined consequences for absence.</li> <li>6) Minimize the cost to the county.</li> </ol>	<ol style="list-style-type: none"> <li>1) Offenders who start the program will successfully complete the program.</li> <li>2) Offenders who complete the program will have lower recidivism rates than those who do not.</li> <li>3) Offenders who complete the program will have a lower re-offense rate and reconviction rate for same or similar crimes within one and two years of completion of the program.</li> <li>4) The program will be cost effective.</li> </ol>



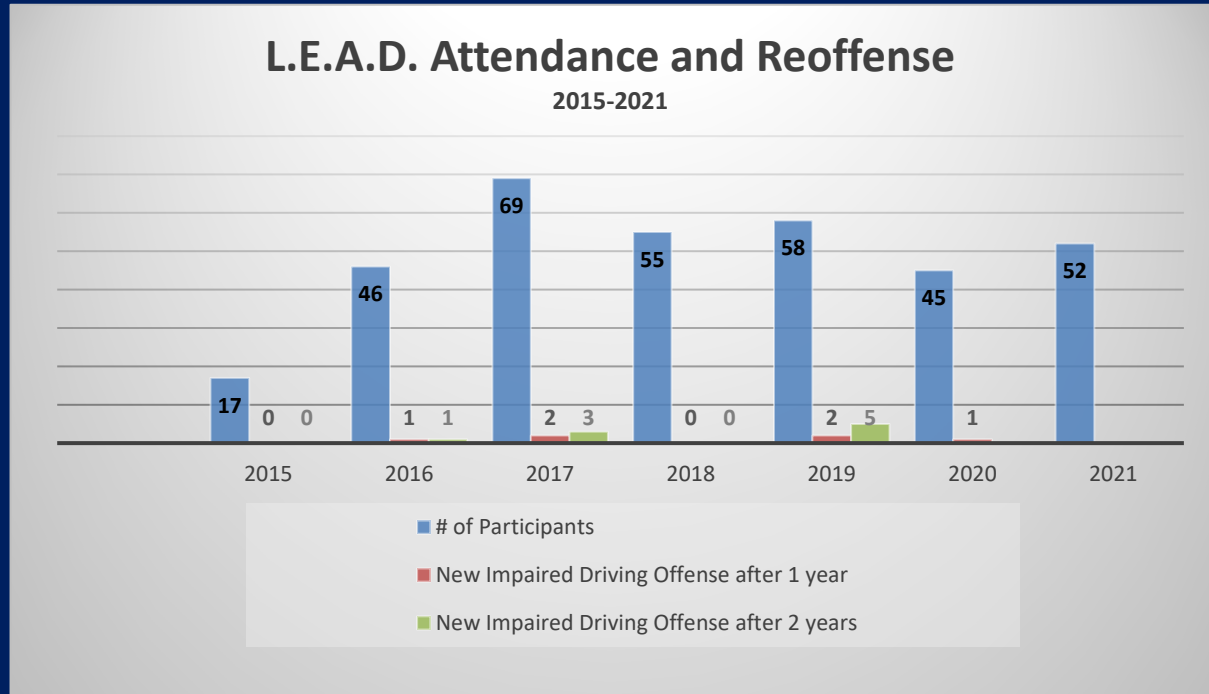
### 2021 Program Revenue: \$ 1650

Since 2017 Pine County Probation staff have facilitated Driving with Care Level II, an evidence-based cognitive-behavior DWI education program intended for people who have been convicted of a second or subsequent DWI offense. Driving with Care Level II is a 24-hour classroom program held over 12 two-hour sessions. People are referred to the program either through a chemical use assessment and/or are court ordered to attend. The purpose of the program is to prevent future driving while impaired and is based on the approach that we make changes in our actions by changing the way we think.

Since mid-2020 the class has been held using remote meeting technology in a virtual classroom using Zoom. Although the initial move to a virtual classroom was due to the COVID-19 pandemic, there were benefits discovered to delivering the program this way such as removing a transportation barrier and financial cost to clients for travel. Additionally, the clients served by this program likely do not have a valid drivers license.

## LEAD 4-Hour DWI Education Program

Goal	Strategy	Outcomes
Provide DWI education to promote healthy and safe decision making.	<ol style="list-style-type: none"> <li>1) Deliver a regional program to educate individuals on the dangers and consequences of impaired driving</li> <li>2) Offer the program in conjunction with MADD Impact Panels for convenience of participants.</li> <li>3) Offer reduce fee for participants bringing 16 or 17-year-olds to the class at no fee as a prevention resource</li> </ol>	<ol style="list-style-type: none"> <li>1) Participants who complete the program will not be charged with a subsequent impaired driving offense within one year of class completion.</li> <li>2) 1) Participants who complete the program will not be charged with a subsequent impaired driving offense within two years of class completion.</li> </ol>

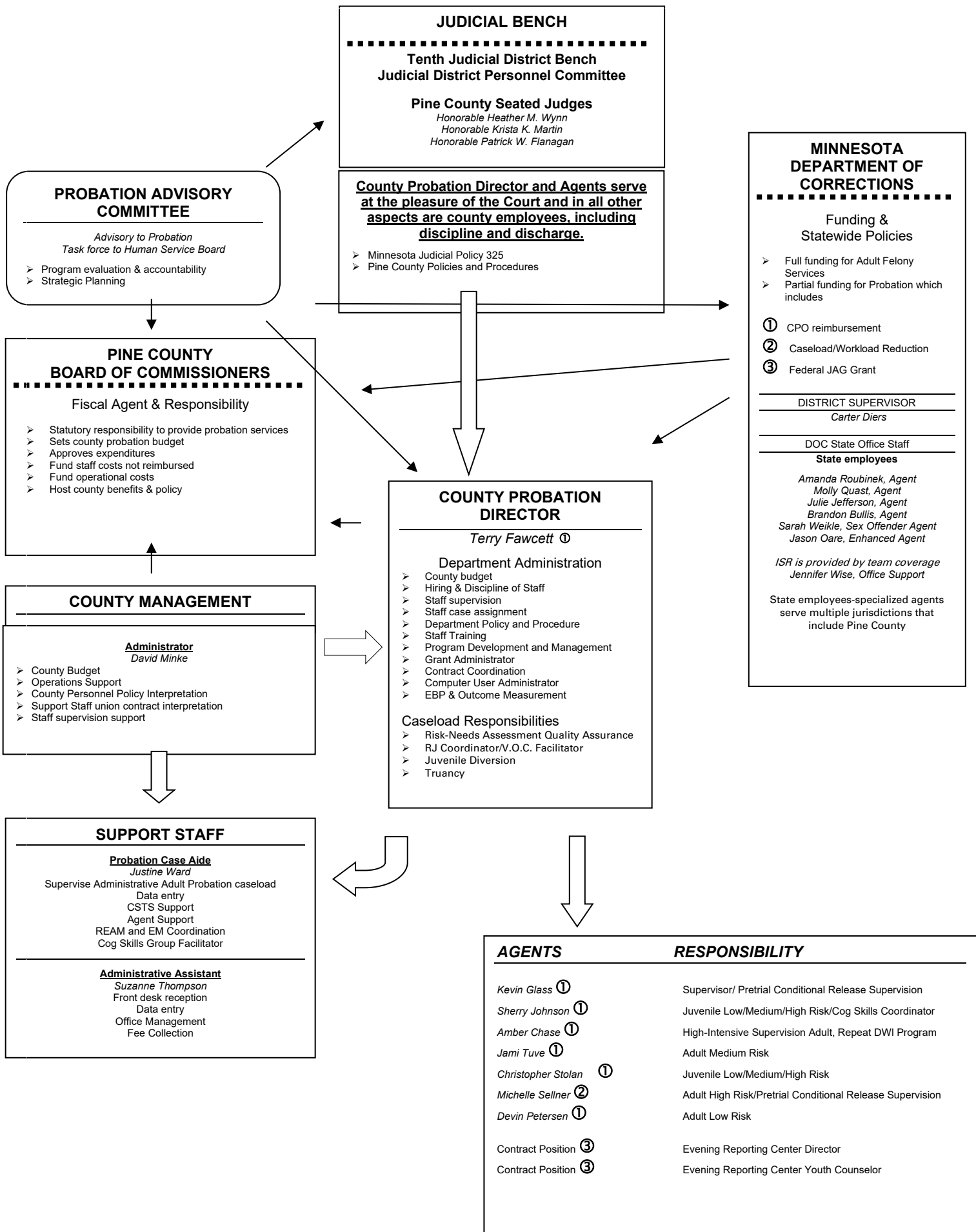


### 2021 Program Revenue: \$ 6,400

LEAD – Local Education for Accountable Decisions is a four-hour DWI education program that began in 2015. Pine County Probation has administered the program as a regional alternative to referring those who are required to complete a DWI clinic to the metro area. The program is held three times per year and is open to attendees from other counties. As a prevention resource, attendees can bring youth 16-18 to the class at no fee and the attendee's fee is reduced. Since the beginning of the program in 2015 through 2021, 342 adults and 6 youth have completed the program.

In 2020 the first LEAD class session was scheduled to take place in-person; however, due to COVID-19 it was cancelled. LEAD was then developed to be a virtual class using remote meeting technology in a virtual classroom, a model that continued into early 2021. In-person LEAD class resumed in August 2021. For those who have a circumstance that would make in-person attendance a hardship, a remote option is available with Director approval.

# APPENDIX



**THE SUPREME COURT OF MINNESOTA**  
Research and Evaluation  
State Court Administration

**Pine County Court Filings**

<b>Location / WCL Type</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Serious Felony	7	5	13	5	9	12	18	14	12	5	14
Felony DWI	4	3	5	5	9	1	3	5	5	6	2
Other Felony	212	285	320	344	410	532	521	508	477	450	487
Gross Misdemeanor DWI	85	87	63	58	64	83	72	62	73	63	108
Other Gross Misdemeanor	82	99	126	104	125	155	236	215	196	128	179
<b>Major Criminal Total:</b>	<b>390</b>	<b>479</b>	<b>527</b>	<b>516</b>	<b>617</b>	<b>783</b>	<b>850</b>	<b>804</b>	<b>760</b>	<b>652</b>	<b>790</b>
Delinquency Felony	40	31	24	31	17	14	49	21	17	10	22
Delinquency Gross Misdemeanor	16	3	10	4	5	11	19	11	20	5	4
Delinquency Misdemeanor	66	103	77	61	41	63	80	74	65	46	41
Status Offense	78	31	20	19	20	17	17	22	12	11	4
Dependency/Neglect	42	59	53	31	40	38	62	50	21	11	20
Term. of Parental Rights	0	0	0	0	0	0	0	0	0	0	0
Permanency	0	0	0	0	0	0	0	0	0	0	0
Permanency - TPR	6	11	11	5	13	10	13	13	13	14	11
Permanency - Non TPR	10	5	11	7	6	7	15	17	15	9	1
*CHIPS - Delinquency Under 10	0	0	0	0	0	0	0	0	0	0	0
Truancy	9	16		12	15	6	11	8	22	7	10
Runaway	0	0	0	0	0	0	0	0	0	0	0
<b>Major Juvenile Total:</b>	<b>267</b>	<b>259</b>	<b>218</b>	<b>170</b>	<b>157</b>	<b>166</b>	<b>266</b>	<b>216</b>	<b>185</b>	<b>113</b>	<b>113</b>
5th Degree Assault	112	102	102	129	92	117	91	67	94	78	109
Other Non-Traffic	694	560	671	635	671	881	736	752	753	650	601
Misdemeanor DWI	122	128	128	105	94	78	77	67	90	53	90
Other Traffic	2,243	2,004	2,166	2,202	2,591	2,839	2,624	2,568	2,746	2,660	2,883
Juvenile Traffic	26	15	19	21	28	37	35	21	14	16	24
Parking	2	0	2	15	1	2	1	6	1	0	0
<b>Minor Criminal Total:</b>	<b>3,199</b>	<b>2,809</b>	<b>3,088</b>	<b>3,107</b>	<b>3,447</b>	<b>3,954</b>	<b>3,564</b>	<b>3,480</b>	<b>3,698</b>	<b>3,457</b>	<b>3,707</b>
<b>Grand Total:</b>	<b>3,856</b>	<b>3,547</b>	<b>3,833</b>	<b>3,793</b>	<b>4,221</b>	<b>4,903</b>	<b>4,680</b>	<b>4,500</b>	<b>4,643</b>	<b>4,222</b>	<b>4,610</b>



# Probation Survey Report for Pine County Probation

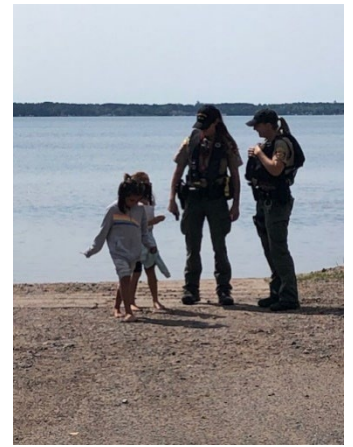
Reporting Period: Jan thru Dec 2021

	Prior Year End	Entries	Removals	Period Ending Total	
Felony	1	0	1	0	
Gross Misdemeanor	337	220	223	334	
Misdemeanor	210	193	157	246	
Juvenile	39	37	41	35	
<b>Totals</b>	<b>587</b>	<b>450</b>	<b>422</b>	<b>615</b>	
	Male	Female	Hispanic	Non-Hispanic/Unknown	
Felony	0	0	0	0	
Gross Misdemeanor	233	101	9	325	
Misdemeanor	165	81	2	244	
Juvenile	24	11	4	31	
<b>Totals</b>	<b>422</b>	<b>193</b>	<b>15</b>	<b>600</b>	
	White	Black	American Indian	Asian	Other
Felony	0	0	0	0	0
Gross Misdemeanor	255	12	43	5	19
Misdemeanor	180	9	24	4	29
Juvenile	13	1	9	0	12
<b>Totals</b>	<b>448</b>	<b>22</b>	<b>76</b>	<b>9</b>	<b>60</b>
	Felony	Gross Misd.	Misdemeanor	Juvenile	Total
<b>Arson</b>	0	0	0	0	1
<b>Assault</b>	1	3	11	3	17
<b>Assault-Domestic</b>	0	16	37	1	55
<b>Against Family</b>	0	3	0	0	3
<b>Against Justice</b>	0	15	9	1	25
<b>Against Government</b>	0	1	0	0	1
<b>Burglary</b>	0	2	0	5	7
<b>Counterfeiting / Fraud</b>	0	15	1	0	16
<b>Crim Sexual Conduct</b>	0	1	0	1	2
<b>Crim Veh Operation -Bodily Harm</b>	0	8	0	0	8
<b>Crim Veh Operation - Death</b>	0	0	0	0	0
<b>Disturbing Peace</b>	0	8	51	7	66
<b>Drugs</b>	0	57	3	2	62
<b>DWI</b>	0	151	62	0	213
<b>Escape Flight</b>	0	1	1	1	3
<b>Gambling</b>	0	0	0	0	0
<b>Harassment / Stalking</b>	0	1	4	0	5
<b>Homicide</b>	0	0	0	0	0
<b>Kidnapping</b>	0	0	0	0	0
<b>Misc / Juv / Fed</b>	0	1	2	3	6
<b>Obscenity</b>	0	0	0	0	0
<b>Other Person</b>	0	0	0	0	0
<b>Property Damage</b>	0	4	10	3	17
<b>Robbery</b>	0	0	0	0	0
<b>Sex Related</b>	0	0	0	0	0
<b>Stolen Property</b>	0	4	1	1	6
<b>Theft</b>	0	13	35	2	50
<b>Traffic</b>	0	23	20	4	47
<b>Vehicle Theft</b>	0	0	0	0	0
<b>Weapons</b>	0	7	1	0	8
<b>[Unknown/NA]</b>	0	0	0	0	0

# PROJECT RISE - ERC AND YOUTH ACTIVITIES



Summer Fishing



ERC Meal planning and prep

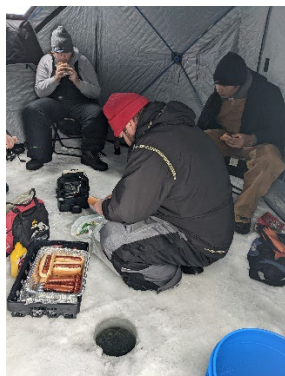


Changing Gaits



# 2021

Ice Fishing





## AGENDA REQUEST FORM

Date of Meeting: June 7, 2022



County Board



Consent Agenda



Regular Agenda

5 mins.



10 mins.



15 mins.



Other



Personnel Committee



Other \_\_\_\_\_

Agenda Item: Award Contract #2201

Department: Pine County Public Works

Department Head signature

### Background information on Item:

Contract #2201

SAP 058-625-017 Located on CSAH 25, 0.5 miles East of CSAH 24 over the Tamarack River  
SAP 058-661-026 Located on CSAH 61, 0.2 miles South of CSAH 41 over the Willow River

### Action Requested:

Award contract #2201 to the lowest responsible bidder as determined by the County Engineer

### Financial Impact:

Projects funded in 2022  
budget

Report Date	Contract Name	Contract Number	Local	State	Release Date	Bid opening
6/1/2022	2201	2201	SAP 58-625-17	SAP 058-625-017	4/28/2022	5/23/2022, 10:00 AM
Bid Name					Total	
Engineer's Estimate					\$1,523,795.00	
* Landwehr Construction, Inc.					\$2,328,363.23	
Ashwill Companies					\$2,429,307.60	
Midwest Contracting, LLC					\$2,603,761.00	
Gladen Construction Inc					\$3,043,865.71	



## AGENDA REQUEST FORM

Date of Meeting: June 7, 2022



**County Board**



Consent Agenda



Regular Agenda

5 mins.



10 mins.



15 mins.



Other



**Personnel Committee**



**Other** \_\_\_\_\_

Agenda Item: Award Contract #2202

Department: Pine County Public Works

Department Head signature

### Background information on Item:

Contract #2202

SAP 058-603-011 On CSAH 3, from CSAH 2 to CSAH 8; 4.5 miles

SAP 058-628-014 On CSAH 28, from CSAH 61 to the West County Line; 9.5 miles

SAP 058-632-019 On CSAH 32 from CSAH 33 to CSAH 22; 7.0 miles

SAP 058-635-009 On CSAH 35 from CSAH 28 to TH 18; 3.5 miles

CP 058-011-001 On CSAH 11 from CSAH 61 to West County Line; 9.0 miles

### Action Requested:

Award contract #2202 to the lowest responsible bidder as determined by the County Engineer  
Bid tabulation to be provided at the meeting.

### Financial Impact:

Projects funded in 2022 budget





## AGENDA REQUEST FORM

Date of Meeting: June 7, 2022



County Board



Consent Agenda



Regular Agenda

5 mins.



10 mins.



15 mins.



Other



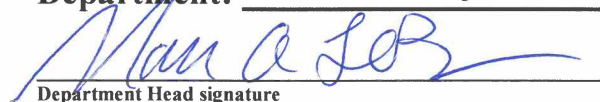
Personnel Committee



Other \_\_\_\_\_

Agenda Item: Award Contract #2203

Department: Pine County Public Works



Department Head signature

### Background information on Item:

Contract #2203

CP 058-140-001

Located on CR 140, 0.2 miles north of TH 48 over the Grindstone River

### Action Requested:

Award contract #2203 to the lowest responsible bidder as determined by the County Engineer

### Financial Impact:

Projects funded in 2022 budget

Report Date	Contract Name	Contract Number	Local	Release Date	Bid opening
6/1/2022	CP 058-140-001	2203	CP 058-140-001	5/5/2022	6/1/2022, 10:00 AM
Bid Name				Total	↑
Engineer's Estimate				\$1,008,790.75	
* S & R Reinforcing, Inc.				\$1,029,387.95	
Redstone Construction, LLC				\$1,333,700.25	



## AGENDA REQUEST FORM

Date of Meeting: June 7, 202



**County Board**

☐ Consent Agenda

☐ Regular Agenda

5 mins. ☐

10 mins. ☐

15 mins. ☐

Other ☐



**Personnel Committee**



**Other** \_\_\_\_\_

Agenda Item: LBRP Grant Agreement #1048612

Department: Pine County Public Works

Department Head signature

### Background information on Item:

LBRP (Local Bridge Replacment Program) grant agreement #1048612 and supporting resolution.

### Action Requested:

Approve and sign

### Financial Impact:



[Please Note: with the Logo requirement, the Header in this document is split. You will have to enter your Contract No. on the first AND second page of your document. Please enter carefully, and do not change the header settings.]

**STATE OF MINNESOTA  
LOCAL BRIDGE REPLACEMENT PROGRAM  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Mark A. LeBrun, County Engineer  
405 Airport Road NE  
Pine City, MN 55063

Contact: #2201

### **RECITALS**

1. Minnesota Statutes § 297A.815, subd. 3(d) and § 174.50, subd. 6-7 authorize the State to enter into this agreement.
2. Grantee has been awarded Local Bridge Replacement Program (LBRP) funds under Minn. Stat. § 174.50, subd. 6-7.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat. § 16B.98, Subd. 1, Grantee agrees to minimize administrative costs as a condition of this agreement.

### **AGREEMENT TERMS**

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

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. As required by Minn.Stat. § 16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 7, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

#### **2 Grantee's Duties**

- 2.1 Grantee will conduct one or more of the following activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat. § 16B.97, Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

#### **3 Time**

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

#### 4 Consideration and Payment

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

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.50, subd 6-7. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

**Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$713,269.73

#### 4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

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

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

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

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

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

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

4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

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

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

#### 5 Conditions of Payment

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

#### 6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,  
Programs Engineer,

MnDOT State Aid Office  
395 John Ireland Boulevard, MS 500  
St. Paul, MN 55155  
Office: 651-366-3802  
marc.briese@state.mn.us

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

6.2 **Grantee's Authorized Representative is:**

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

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

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8 **Liability**

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 **State Audits**

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

10 **Government Data Practices and Intellectual Property Rights**

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

11 **Workers Compensation**

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

**12 Governing Law, Jurisdiction, and Venue**

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

**13 Termination; Suspension**

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

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

**13.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

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

**13.4 Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

**14 Data Disclosure**

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

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

**16 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money

due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

## 18 Additional Provisions

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street or for other uses customarily associated therewith, such as trails and utility corridors, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum

interest rate allowed by law or 18% per year based upon a 365-day year.

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

**GRANTEE**

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

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

Title: State Aid Programs Engineer

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

**DEPARTMENT OF TRANSPORTATION  
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

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

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

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

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

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

**EXHIBIT A**

**SOURCES AND USES OF FUNDS SCHEDULE**

**SOURCES OF FUNDS**

Entity Supplying Funds	Amount
<b>State Funds:</b>	
LBRP MVLST Grant	\$ <u>713,269.73</u>
Other:	
	\$
	\$
	\$
Subtotal	\$ <u>713,269.73</u>
<b>Public Entity Funds:</b>	
Matching Funds	\$ <u>939,157.78</u>
Local Match	
Other:	
	\$
	\$
	\$
Subtotal	\$ <u>939,157.78</u>
<b>TOTAL FUNDS</b>	\$ <u>1,652,427.51</u>

**USES OF FUNDS**

Expenses	Amount
<b>Items Paid for with LBRP MVLST Grant Funds:</b>	
Bridge Construction	\$ <u>713,269.73</u>
	\$
	\$
	\$
Subtotal	\$ <u>713,269.73</u>
<b>Items paid for with Non-LBRP General Fund Grant Funds:</b>	
Bridge Construction, Approach Grading	\$ <u>939,157.78</u>
	\$
	\$
Subtotal	\$ <u>939,157.78</u>
<b>TOTAL PROJECT COSTS</b>	\$ <u>1,652,427.51</u>



MnDOT Agreement No. \_\_\_\_\_  
SP or SAP No. \_\_\_\_\_

## **EXHIBIT B**

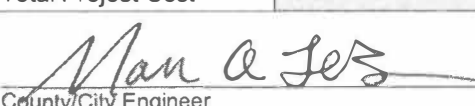

### **GRANT APPLICATION**

Attach the grant application for the project



## APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation  
State Aid for Local Transportation

Identification	Project Number	058-661-026	Old Bridge Number	8820
	New Bridge No.	58J14	Over	Willow River
	County of	Pine	Road or Street No.	CSAH 61
	Township of		Road or Street Name	
	Municipality of	Willow River	Proposed Const Year	2022
Does the municipality have a population of 5,000 or less? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Eligibility	Local Bridge Planning Index (LPI) <u>30</u>			
	NBI Appraisal Ratings: Deck Geometry <u>      </u> Approach Roadway <u>8</u> Waterway Adequacy <u>6</u>			
	Date of Council/Board action prioritizing this bridge <u>08/04/2020</u>			
Prioritization	Is this a road-in-lieu of bridge project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
	How many people are affected by this deficiency? <u>excess of 2000 per day</u> What is the ADT on this bridge? <u>2012</u>			
	Describe the economic importance of replacing this bridge.			
	The existing bridge carries traffic for a rural major collector. Having served its purpose for 68 years the bridge can no longer be economically rehabilitated and requires replacement to maintain the necessary level of safety. The cost of detours for the substantial traffic the bridge sees and other economic hardship, if the bridge were to be removed from service, far exceed the cost of the bridge replacement.			
	Is the road designated or planned to be designated as a Minimum Maintenance road? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
	(Attach additional sheets for explanation if necessary)			
	Is the township net tax capacity less than \$300,000? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Cost Estimate	Is the bridge listed on the National Register of Historic Places or been determined to be eligible? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
	National Register of Historic Places link here: <a href="http://www.nps.gov/history/nr/research/">http://www.nps.gov/history/nr/research/</a>			
		Eligible Amount		Ineligible Amount
	Structure Costs	\$984,060	\$	
	Approach Costs	\$	\$178,990	
	Engineering Costs	\$	\$100,000	
	Total Costs	\$984,060	\$278,990	
Total Project Cost		\$1,263,050		
DSAE	 County/City Engineer			
	Date <u>09/17/2021</u>			
Approval	DISTRICT STATE AID ENGINEER RECOMMENDATION			
	Replace	<u>X</u>	Defer	
	 District State Aid Engineer Signature			9/24/2021
				Date
	STATE AID USE ONLY	Federal-Aid	\$	
		State-Aid	\$	
		Local/Other	\$	
		Town Bridge	\$	
		Unallocated Town Bridge	\$	
		State Bridge Funds	\$	
Total		\$		

MnDOT Agreement No. \_\_\_\_\_  
SP or SAP No. \_\_\_\_\_

**EXHIBIT C**

**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**

**For Agreement to State Transportation Fund  
Local Bridge Replacement Program  
Grant Terms and Conditions  
SAP 058-661-026  
5-23-2022**

*Pine County Resolution 2022-31*

WHEREAS, Pine County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No.58J14; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$713,269.73 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Pine County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

\_\_\_\_\_  
Stephen M. Hallan  
Chair of Pine County Board

\_\_\_\_\_  
David J. Minke  
County Administrator

STATE OF MINNESOTA)  
ss.

County of Pine )

I, David J. Minke, County Administrator of Pine County, Minnesota, hereby certify that I have compared the foregoing copy of a resolution of the County Board of said County with the original record thereof in the minutes of the proceedings of said Board at a meeting duly held the 7<sup>th</sup> day of June, 2022 and that same is a true and correct copy of said original record and that said resolution was duly adopted by said Board at said meeting.

Witness my hand and seal this 7th day of June 2022.

\_\_\_\_\_  
David J. Minke, County Administrator

**DRAFT**  
**Resolution 2022-28**  
**of the**  
**Pine County Board of Commissioners**

**A Resolution Designating Vendor and Authorizing Broadband Project**

**WHEREAS**, Pine County applied for and received a grant for broadband construction through the Community Development Block Grant - Coronavirus (CDBG-CV) program administered through the state of Minnesota Department of Employment and Economic Development (DEED), which requires funding to be targeted to areas with greater than 50% low-to-moderate income that are currently underserved with sufficient broadband speeds;

**WHEREAS**, the CDBG-CV program is federally funded and therefore requires Pine County to follow its Federal Award Procurement and Conflict of Interest Policy, adopted by the Pine County Board of Commissioners on December 6, 2017 which allows for non-competitive proposals from sole source providers;

**WHEREAS**, SCI Broadband is a local Internet Service Provider (ISP) serving over 14,000 customers and managing over 600 miles of middle mile and 1,200 miles of last mile broadband service in East Central Minnesota, including areas adjacent to and within the project area and SCI Broadband is also not debarred from receiving federal funds;

**WHEREAS**, SCI Broadband assisted with the technical design and the grant application included free installation for income-qualified households within the nine townships and three cities within Pine County, and;

**WHEREAS**, Hometown Fiber conducted an analysis of ISPs with service in the project area, with SCI Broadband being the ISP in the best position to expand its fiber service to the premise throughout the target area.

**NOW, THEREFORE, BE IT RESOLVED:**

1. SCI Broadband is identified as the sole source vendor based on the above findings.
2. The County Administrator is directed to enter into a service agreement with SCI Broadband to construct the project according to the requirements in Grant Contract Agreement No. CARE-21-0-FY21 and such other relevant laws and rules as required.
3. The County Attorney is requested to review and/or draft such documents as are necessary to ensure legal compliance.

Dated this 7<sup>th</sup> day of June, 2022.

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Stephen Hallan, Chair  
County Board of Commissioners

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David J. Minke, Administrator  
Clerk to Board of Commissioners

**DRAFT**  
**Resolution 2022-29**  
**of the**  
**Pine County Board of Commissioners**

**A Resolution Designating Vendor and Authorizing  
Broadband Project**

**WHEREAS**, Pine County applied for and received a grant for broadband construction through the Community Project Program of the Federal FY 22 Federal ReConnect Program.

**WHEREAS**, the ReConnect program is federally funded and therefore requires Pine County to follow its Federal Award Procurement and Conflict of Interest Policy, adopted by the Pine County Board of Commissioners on December 6, 2017 which allows for non-competitive proposals from sole source providers;

**WHEREAS**, SCI Broadband is a local Internet Service Provider (ISP) serving over 14,000 customers and managing over 600 miles of middle mile and 1,200 miles of last mile broadband service in East Central Minnesota, including areas adjacent to and within the project area and SCI Broadband is also not debarred from receiving federal funds;

**WHEREAS**, SCI Broadband assisted with the technical design and the grant application included free installation for income-qualified households within the nine townships and three cities within Pine County, and;

**WHEREAS**, Hometown Fiber conducted an analysis of ISPs with service in the project area, with SCI Broadband being the ISP in the best position to expand its fiber service to the premise throughout the target area.

**NOW, THEREFORE, BE IT RESOLVED:**

1. SCI Broadband is identified as the sole source vendor based on the above findings.
2. The County Administrator is directed to enter into a service agreement with SCI Broadband to construct the project according to the requirements to be promulgated by the United States Department of Agriculture Rural Development and such other relevant laws and rules as required.
3. The County Attorney is requested to review and/or draft such documents as are necessary to ensure legal compliance.

Dated this 7<sup>th</sup> day of June, 2022.

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Stephen Hallan, Chair  
County Board of Commissioners

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David J. Minke, Administrator  
Clerk to Board of Commissioners



## AGENDA REQUEST FORM

Date of Meeting: June 7, 2022

- ☒ **County Board**  
☐ **Consent Agenda**  
☒ **Regular Agenda**      5 mins. \_\_\_ 10 mins. \_\_\_ 15 mins. \_\_\_ Other 30 min \_\_\_
- ☐ **Personnel Committee**
- ☐ **Other** \_\_\_\_\_

Agenda Item: Solid Waste Ordinance Review

Department: Solid Waste

Caleb Anderson  
Department Head signature

### Background information on Item:

In October 2021 the Pine County Board of Commissioners established an ad hoc committee to review the County's 1993 Solid Waste Ordinance and consider options for updating the ordinance.

The committee met in December 2021 and February 2022, providing direction to County staff for a new solid waste ordinance. A near final draft is provided with the board packet.

### Action Requested:

Staff will review key elements of the draft Solid Waste Ordinance. The County Board may direct any further work on the draft or consent to moving forward with holding a public hearing to be held at a future Board meeting.

### Financial Impact:

Because this is a replacement ordinance and not a new area of policy, the solid waste ordinance administration workload is reasonably in alignment with existing workload. Said workload is accounted for in the Solid Waste Department's 2022 budget.

# Pine County Solid Waste Ordinance

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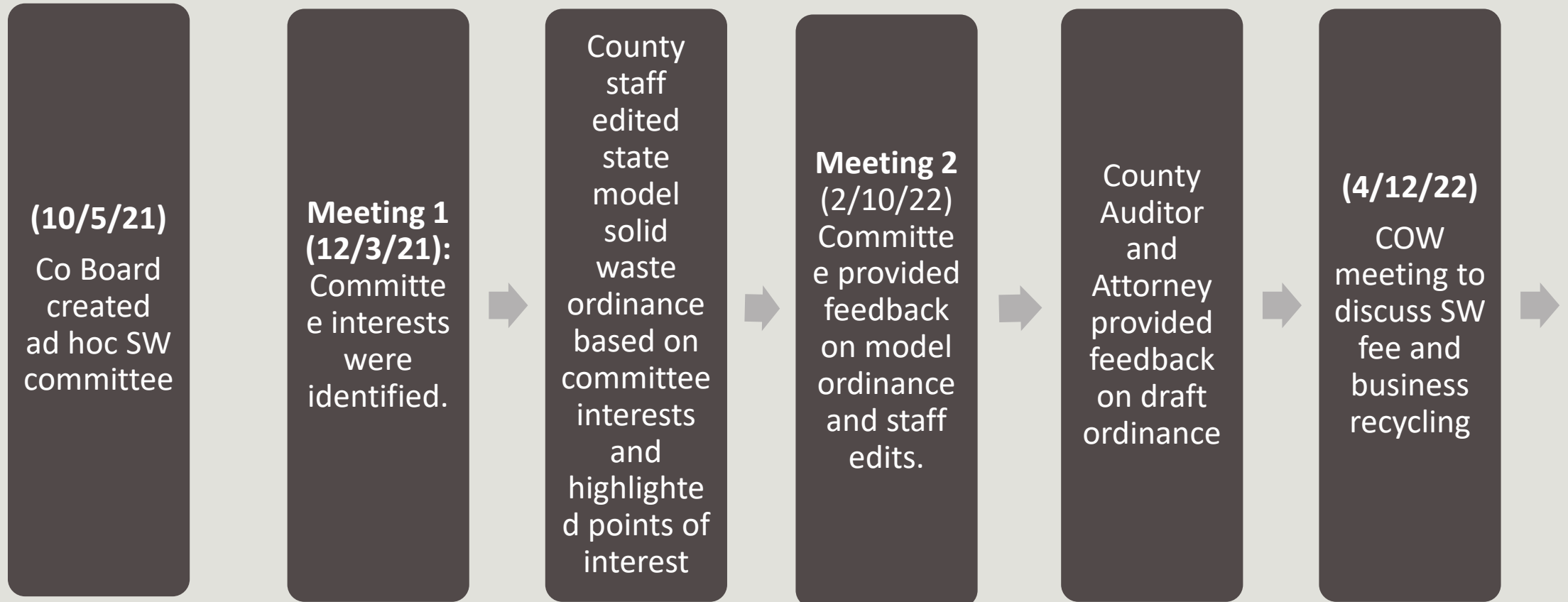
06/07/2022

PINE COUNTY SOLID WASTE DEPARTMENT



# Work completed

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# SW Committee Directives

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## **Garbage Hauling**

- Fugitive trash on the roadways is an issue.

## **Solid Waste Management Facilities**

- No major changes needed from old ordinance. General updates may be prudent.
- Consider any difference in requirements for public vs private.

## **Recycling Facilities**

- Recycling facilities should require licenses. This should include all facilities that collect materials from generators, regardless of whether facility is being operated as a business.

## **Private Property Trash and Debris**

- The County needs improved standards.

## **Trash and Debris Burning**

- The County needs improved mechanisms to deal with illegal burning.

## **Solid Waste Management Fee**

- Staff are to review other rural county strategies. Consider options to expand this tool to keep properties and roadways cleaner.

## **Recycling**

- Strict ordinance tools are not desired. Business subsidies should be considered.

# Current Draft Seeks to

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- 1.) Correct issues deemed not enforceable by a court case involving a neighboring county
- 2.) Provide improved process for licenses, built upon statewide experience
- 3.) Reflect modern statutory requirements and authorizations
- 4.) Affirm policy positions of the County in 2022

# Ordinance Outline

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- Article I: **Purpose Authority and Policy**
- Article II: **Definitions Rules and Word Usage**
- Article III: **General Provisions**
- Article IV: **Waste Abatement, Storage, Collection, Processing, & Disposal**
- Article V: **Solid Waste Management Service Charges**
- Article VI: **Hauler Licensing Provisions**
- Article VII: **Facility Requirements and Licenses**
- Article VIII: **Inspections, Violations and Enforcement**

Staff see no  
important  
discussion points  
in these articles.

# Article IV: Waste Abatement, Storage, Collection, Processing, & Disposal

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- Section 1.02: “Yard Waste and Recyclable Material, previously separated from Mixed Municipal Solid Waste by the generator shall not be placed in Mixed Municipal Solid Waste.

## A Yard Waste Management

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

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

## ~~B. Recycling~~

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

## ~~C. Residential Building Recycling~~

~~All Generators in Residential Buildings must segregate and deliver the following Recyclable Materials to a Recycling Facility, either by Self Hauling or by contract with a licensed Hauler: newsprint, glass containers, corrugated~~

# Article IV: Waste Abatement, Storage, Collection, Processing, & Disposal cntd.

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- Section 1.02E: “Ownership of Yard Waste and Recyclable Material: All Yard Waste and Recyclable Materials aggregated and offered for Collection shall remain the property and responsibility of the Generator until collected by a licensed Hauler or self-hauled to a Yard Waste Facility or Recycling Facility, at which time they shall become the property of the licensed Hauler, Yard Waste Facility or Recycling Facility, respectively. No Person, other than the Generator or the designated licensed Hauler, shall take said materials after aggregated for collection.”
- Section 2.02: “Property owners and managers shall maintain their Open Areas free of Solid Waste accumulations...” *Open Areas and Solid Waste are both defined terms.*
- Section 2.02A: “Residential Sites: No Person shall place or store in Open Areas of any Residential Site dead or downed trees and brush; inoperable motor vehicles, hazardous waste, machinery and vehicle fluids, machinery, appliances, fixtures or equipment so damaged, deteriorated or obsolete such that there is no substantial potential further use consistent with usual function or reasonable reuse; lumber piles and building materials not being used in actual construction on the premises; and Mixed Municipal Solid Waste including, but not limited to, Recyclable Materials, broken furniture, Tires and other debris.

# Article IV: Waste Abatement, Storage, Collection, Processing, & Disposal cntd.

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- Section 2.02C: “Agricultural Sites: No Person shall place or store upon the Open Areas of any Agricultural Site inoperable motor vehicles, ~~machinery~~, appliances, fixtures or equipment so damaged, deteriorated or obsolete such that there is no substantial potential further use consistent with usual function or reasonable reuse, unless such activity is otherwise permitted by the County.

- Section 2.02E Solid Waste Storage Containers

While being accumulated and stored for Collection and Transportation to a licensed Solid Waste Management Facility, Solid Waste shall be stored in reusable, covered containers (e.g., cans, dumpsters, compactors, roll-off containers, etc.) that are rust, impact, vermin, and leak resistant. When aggregated for Collection, Yard Waste and Recyclable Materials shall be placed in storage containers that are easily distinguishable from Mixed Municipal Solid Waste storage containers. Plastic bags designed for containing manageable quantities of Solid Waste shall only be used for temporary storage and may only be placed outdoors for Collection no sooner than the evening prior to the scheduled Collection Day.

- Section 2.02F: “Mixed MSW Stored In Vehicles: Mixed Municipal Solid Waste shall be removed from Hauler Collection or Transportation vehicles at least every ~~forty-eight (48)~~ seventy-two (72) hours, except when allowed by the Solid Waste Administrator.”

# Article IV: Waste Abatement, Storage, Collection, Processing, & Disposal cntd.

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- Section 2.03C: “A Person who collects or transports Solid Waste must do so in a safe and sanitary manner and must secure all loads so as to prevent escape of any wastematerial. Vehicles or containers used for the collection and transportation of garbage and similar putrescible wastes, or refuse containing such materials, must be covered, leakproof, durable, and of easily cleanable construction. They must be cleaned to prevent nuisances, pollution, or insect breeding, and must be maintained in good repair. Vehicles or containers used for the collection and transportation of any solid waste must be loaded and moved in a manner that does not allow the contents to fall, leak, or spill therefrom, and must be covered when necessary to prevent blowing of material.”
- Section 2.03D: “Solid Waste aggregated for Collection must be collected regularly to precludethe development of odor, vector and Public Health Nuisance problems. Putrescible Materials must be collected, at a minimum, every two weeks.”
- Section 3.02B: ~~Permitted Yard Waste Facilities: Yard Waste Facilities located in the County, except on-site Compost Sites, shall comply with the License requirements in this Ordinance.~~ Yard Waste Facilities located in the County, except on-site Compost Sites, shall comply with the permit requirements of MN 7001.3050.
- Section 3.08C: “No person shall cause, permit or allow burying or open burning of Solid Waste in any portion of the county for which the County Board has determined by resolution that regularly scheduled pickup of solid waste is reasonably available.”





# Completion of Article IV

# Article V: Solid Waste Management Service Charges

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**2.03** The County Board, by resolution, may establish or revise the rate schedule for solid waste management fee. If no new rate schedule for solid waste management fee is adopted in any year, the rate schedule for the previous year shall remain in effect.

## **2.04 Right of Appeal**

Any Person or Generator aggrieved by a decision of the County in accordance with the provisions of this Article shall have the right to appeal the decision by serving the County Board with a request for hearing. The request for hearing must be received within thirty (30) days after the Person or Generator receives written notice of the decision. If the Person or Generator fails to request a hearing within the time prescribed, the Person or Generator shall forfeit any right to a public hearing. Upon receipt of a written request for a hearing, the Board shall follow the hearing procedures set forth in Article VIII, Section 3.

# Article VI: Hauler Licensing Provisions

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- Section 3.02 sets hauler insurance requirements. Degree of coverage in the old ordinance was to be “set by the County Board.” *New ordinance requires general liability of \$2m aggregate. Old ordinance required \$1m aggregate. Automobile and workman’s comp are the same as current standard.*
- Section 4.03 states: ~~“Each vehicle used by a Hauler for the Collection or Transportation of Solid Waste shall be identified by a license decal issued by the Department for that vehicle for the current license year.”~~
- Section 4.04 states: “The Licensee shall not allow Solid Waste to remain or be stored in any Collection or Transportation vehicle, including roll-offs and other detachable containers, in excess of forty-eight (48) hours, except in the event of an emergency such as inclement weather, equipment breakdown or accident. Any storage of Solid Waste in containers must be done with a water impermeable cover.”
- Section 4.08 states: “The Licensee may not collect or transport Solid Waste from Residential Property or Residential Buildings before 6:00 a.m. or after 9:00 p.m.”

# Article VI: Hauler Licensing Provisions cntd.

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- Section 4.13 states: ~~“At least once each year licensed Haulers shall provide specific information concerning Recycling Opportunities available to their customers.”~~
- Section 4.12C: “Haulers shall offer a ~~38-64~~ gallon or less base container fee for Solid Waste generated at a Residential Building or at a Residential Property. ~~Incremental container fee levels shall not increase by more than 30 gallons per increment, with the exception for fees charged for bulky items.~~”
- Section 5.01: “A Hauler shall maintain records regarding the volume or weight, type(s) and origin(s) of Solid Waste collected. ~~For each vehicle, the Hauler shall keep a daily record of the origin(s), type(s), and weight of the waste collected that day, and the identity of the Solid Waste Management Facility at which collected waste is deposited. If the waste is measured by volume at the Solid Waste Facility at which it is deposited, the record may indicate the volume rather than the weight of the waste.~~”

# Article VI: Hauler Licensing Provisions cntd.

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- Section 6.01: “The Hauler shall maintain a record of the weight of Recyclable Materials collected ~~in each~~\_\_\_\_\_  
~~geographic origin~~, from residential and non-residential accounts, for each of the following Recyclable Materials:...”
- Section 7: ~~Waste Deposit Disclosure. This section requires that haulers send a notice to generators where there waste is being deposited, the solid waste facility site permit number, and that the generator may be liable for illegal contaminants.~~

# We're moving along!

- ~~Article I: Purpose Authority and Policy~~
- ~~Article II: Definitions Rules and Word Usage~~
- ~~Article III: General Provisions~~
- ~~Article IV: Waste Abatement, Storage, Collection, Processing, & Disposal~~
- ~~Article V: Solid Waste Management Service Charges~~
- ~~Article VI: Hauler Licensing Provisions~~
- Article VII: Facility Requirements and Licenses
- Article VIII: Inspections, Violations and Enforcement

# Article VII: Facility Requirements and Licenses

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Section 1.02: The following types of Facilities shall obtain a Solid Waste Management Facility License from the County:

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

G. Recycling Facilities

From Article 2: **Recycling Facility:** means a facility used to aggregate, process, or market Recyclable Materials. Recycling Facility does not include an individual generator of Recyclable Materials, such as a homeowner or business and it does not include a manufacturer using Recyclable Materials as feedstock.

# Article VII: Facility Requirements and Licenses cntd.

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Section 3.01: “The County Board may require Financial Assurance as appropriate for any or all of those Solid Waste Management Facilities listed in Section 1.02, based on their size, operating life, operational practices, and types of waste accepted.”

Section 3.02: “Any use of land for Solid Waste Management Facilities within the County shall comply with the applicable zoning requirements of the County Zoning Ordinance, or the zoning requirements of municipalities, if applicable.”

Section 6: Insurance requirements

Section 7.01: “Accurate daily records of Solid Waste Management Facility operations shall be maintained and made available upon request to the County or Authorized Representative...”

Section 7.04: “Within two (2) hours of an emergency incident that results in conditions that may be adverse to public or environmental health, the Licensee shall submit oral notification to the Solid Waste Administrator.”



# Article VII: Facility Requirements and Licenses cntd.

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## **Section 8: General requirements for all facilities**

### **Section 8.01 Design and Construction Requirements**

- A. Sanitary facilities and shelter shall be available at the Site.
- B. Effective litter control devices such as portable fences shall be utilized.
- C. Electrical service, as necessary for operations and repairs.
- D. Firefighting facilities on site adequate to insure the safety of employees.
- E. Emergency first aid equipment to provide adequate treatment for all accidents.
- F. A potable water supply for Site Personnel.
- G. Shelter for maintenance and storage of Site equipment.
- H. Adequate facilities to ensure that no vehicle desiring entry into the Site may have to wait outside the perimeter of the Site.
- I. Adequate communication facilities shall be provided for emergency purposes.
- J. The Site shall be fenced or secured to prevent unauthorized entry and a gate shall be provided at the entrance to the Site and kept locked when an attendant is not on duty.
- K. An all-weather haul road to the unloading area.
- L. Visual screening of the Site, as approved by the Department, shall be provided by use of natural objects, trees, plants, seeded soil berms, fences, or other suitable means.
- M. An area shall be designated to inspect and store Solid Waste to determine whether or not Unacceptable Waste is contained in the Solid Waste deposited at the Site.

# Article VII: Facility Requirements and Licenses cntd.

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## Section 9: Specific rules for MSW landfills

- Site plans submitted to county at time of application
- Wind blown material control
- No open burning
- Cover required to conceal putrescible material
- Public Nuisance control

## Section 10: Construction and Demo landfills

## Section 11: Industrial Solid Waste Land Disposal Facilities

## Section 12: Transfer Stations

## Section 13: Solid Waste Processing Facilities

## Section 14: Waste Tire Facilities

**There is no section specific to recycling facilities. If these facilities need a license, they likely will default to the requirements of Section 8, “license requirements for all facilities,” unless a specific section is added.**

# Article VIII: Inspections, Violations, and Enforcement

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- Section 1: Inspections
- Section 2: Action Authorized
  - Warning Notice
  - Notice of Violation
  - Citation
  - Abatement
  - Appeals
- Section 3: Hearings
  - A request for hearing on a denial, suspension, emergency suspension, non-renewal, or revocation of a license, or receipt of a Notice of Abatement shall be held before the County Board, or a hearing examiner as provided below, and shall be open to the public.

# Article VIII: Inspections, Violations, and Enforcement

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## **3.05 Burden of Proof**

The Department shall have the burden of proving its position by a preponderance of the evidence, unless a different burden is provided by substantive law, and all findings of fact, conclusions, and decisions by the County Board shall be based on evidence presented and matters officially noticed.



## **SOLID WASTE ORDINANCE**

### **PINE COUNTY MINNESOTA**

Adopted by the Pine County Board of Commissioners on \_\_\_\_\_,

#### **DISCLAIMER**

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

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## **ARTICLE I PURPOSE, AUTHORITY, & POLICY**

### **SECTION 1.0 PURPOSE & AUTHORITY**

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

### **SECTION 2.0 POLICY**

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

## ARTICLE II DEFINITIONS RULES & WORD USAGE

### SECTION 1.0 DEFINITIONS

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

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

**Agency:** means the Minnesota Pollution Control Agency.

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

**Authorized Representative:** means an employee or agent of the County Solid Waste Department.

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

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

**Charge:** means a Solid Waste Management Charge.

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

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

**Commercial Site:** means any business, commercial, industrial, institutional, or governmental establishment. These include home-operated businesses, industries, commercial and institutional enterprises, and such non-residential institutions as churches, nursing homes, nonprofit associations, schools, and the like. If a Site has dwelling units, but also has one or more units not used for dwelling purposes, such as a store or a restaurant, then it is considered a Commercial Site.

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

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

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

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

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

**County:** means Pine County, Minnesota.

**County Board:** means the Pine County Board of Commissioners.

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

**Department:** means the Pine County Solid Waste Department.

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

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

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

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

**Hauler:** means any Person who Collects or Transports Solid Waste, Recyclable Materials or Yard Waste, but does not include a Self-Hauler.

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

- A. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or
- B. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or Disposed of, or otherwise managed. Categories of Hazardous Waste materials include, but are not limited to explosives, flammables, oxidizers, poisons, irritants, and corrosives. Hazardous Waste does not include source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

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

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

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

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

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

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

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

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

**Mixed Municipal Solid Waste:** means,

- A. Garbage, Refuse, and other Solid Waste from residential, Non-Residential, industrial, and community activities that the Generator of the waste aggregates for Collection, except as provided in paragraph B.
- B. Mixed Municipal Solid Waste does not include auto hulks, street sweepings, ash, Construction and Demolition Debris, mining waste, sludges, tree and agricultural wastes, Waste Tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and Disposed of as separate waste streams, but does include Source-Separated Compostable Materials.

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

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

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

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

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

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

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

**Operating License:** means the license required by this Ordinance.

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

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

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

**Problem Material:** means a material that, when processed or disposed of with Mixed Municipal Solid Waste, contributes to one of the following results:

- A. The release of a hazardous substance, or pollutant or contaminant as defined in Minn. Stat. §115B.02;
- B. Pollution of water as defined in Minn. Stat. §115.01; 3) air pollution as defined in Minn. Stat. §116.06; or 4) a significant threat to the safe or efficient operation of a Solid Waste Management Facility.

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

**Public Health Nuisance:** means any activity or failure to act that adversely affects the public health.

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

**Real Property:**

- A. For the purposes of taxation, "Real Property" includes the land itself, rails, ties, and other track materials annexed to the land, and all buildings, structures, and improvements or other fixtures on it, bridges of bridge companies, and all rights and privileges belonging or appertaining to the land, and all mines, iron ore and taconite minerals not otherwise exempt, quarries, fossils, and trees on or under it.

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

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

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

**Recycling:** means the process of Collecting and preparing Recyclable Materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of Recyclable Materials in a manner that precludes further use.

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

**Release:** means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, Dumping, or Disposing into the environment which occurred at a point in time or which continues to occur. Release does not include:

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

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

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

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

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

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

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



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

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

**Solid Waste Department or Department:** means the Pine County Solid Waste Department.

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

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

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

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

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

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

**Solid Waste Management Services:** means all activities provided by the County, by Persons under contract with the County, or by other Persons that support the waste management responsibilities described in Minn. Stat. Chapters 115A, 116, 400 and 473, including, but not limited to, waste reduction and reuse; waste recycling; composting of Yard Waste and food waste; Resource Recovery

through Mixed Municipal Solid Waste composting or incineration; land disposal; management of problem materials and household hazardous waste; Collection, Processing, and Disposal of Solid Waste, Closure and post-closure care of a Solid Waste Management Facility, and response, as defined in Minn. Stat. §115B.02, to Releases from a Solid Waste Management Facility.

**Solid Waste Ordinance or Ordinance:** means the Solid Waste Ordinance adopted by Pine County.

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

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

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

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

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

**State:** means the State of Minnesota.

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

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

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

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

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

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

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

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

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

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

## **SECTION 2.0 RULES, WORD USAGE**

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

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

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

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

## **ARTICLE III GENERAL PROVISIONS**

### **SECTION 1.0 DEPARTMENT POWERS AND DUTIES**

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

**1.01** To implement this Ordinance and review and consider all initial license applications submitted to the Department for approval by the County Board for performance of Solid Waste Management Activities within the County, and after due consideration, the Department shall recommend in writing, with documentation to the County Board, that a license be granted or denied.

**1.02** To review and consider renewal license applications, except as otherwise provided in this Ordinance.

**1.03** To inspect Solid Waste Management Activities as herein provided, to investigate complaints, and to identify violations of this Ordinance.

**1.04** To recommend, when necessary, to the County Attorney's Office, that legal proceedings be initiated against a certain Person or Solid Waste Management Activity to compel compliance with the provisions of this Ordinance or to terminate the operation of the same.

**1.05** To encourage and conduct studies, investigations and research relating to aspects of Solid Waste Management such as methodology, chemical and physical considerations, and engineering.

**1.06** To advise, consult, and cooperate with other governmental agencies in the furtherance of the purposes of this Ordinance.

### **SECTION 2.0 BOUNDARIES OF SERVICE AREA**

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

### **SECTION 3.0 HIGHEST STANDARDS PREVAIL**

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

### **SECTION 4.0 JURISDICTION OF THE SOLID WASTE MANAGEMENT PLAN**

Pursuant to Minn. Stat. § 115A.46, subd. 5, a public entity within the County may not enter into a binding agreement nor develop nor undertake a Solid Waste Management Activity that is inconsistent with the County Solid Waste Management Plan without the express consent of the

County.

## **SECTION 5.0 PLANNING & ZONING APPROVAL**

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

## **SECTION 6.0 WAIVERS OR MODIFICATIONS**

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

## **SECTION 7.0 AGENCY APPROVAL**

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

## **SECTION 8.0 INDEMNIFICATION**

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

## **SECTION 9.0 FINANCIAL ASSURANCE**

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

## **SECTION 10.0 NO CONSENT**

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

**SECTION 11.0 FALSE INFORMATION**

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

**SECTION 12.0 DATA PRIVACY**

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

**SECTION 13.0 SEVERABILITY**

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

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

### **SECTION 1.0 WASTE ABATEMENT**

#### **1.01 Purpose**

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

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

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

##### **A. Yard Waste Management**

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

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

##### **B. Ownership of Yard Waste and Recyclable Materials**

All Yard Waste and Recyclable Materials aggregated and offered for Collection shall remain the property and responsibility of the Generator until collected by a licensed or designated Hauler or self-hauled to a Yard Waste Facility or Recycling Facility, at which time they shall become the property of the licensed Hauler, Yard Waste Facility or Recycling Facility, respectively.

### **SECTION 2.0 STORAGE & COLLECTION**

#### **2.01 Purpose**

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

#### **2.02 Storage**

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

Solid Waste to the environment and to preclude the development of vector, odor, and Public Health Nuisance problems.

A. Residential Sites

No Person shall place or store in Open Areas of any Residential Site; inoperable motor vehicles, hazardous waste, machinery and vehicle fluids, machinery, appliances, fixtures or equipment so damaged, deteriorated or obsolete such that there is no substantial potential further use consistent with usual function or reasonable reuse; lumber piles and building materials not being used in actual construction on the premises; and Mixed Municipal Solid Waste including, but not limited to, Recyclable Materials, broken furniture, Tires and other debris. Dead or downed trees in brush shall not be placed or stored in Open Areas of a Residential Site within city limits of an incorporated city.

B. Commercial Sites

No Person shall place or store upon the Open Areas of any Commercial Site inoperable motor vehicles, machinery, appliances, fixtures or equipment so damaged, deteriorated or obsolete such that there is no substantial potential further use consistent with usual function or reasonable reuse. Nothing in this section is designed to restrict activities of automobile, scrap iron, and metal Recycling or salvage businesses that are operating in accordance with State, County, and municipal or township laws, rules and regulations.

C. Agricultural Sites

No Person shall place or store upon the Open Areas of any Agricultural Site inoperable motor vehicles, appliances, fixtures, or equipment so damaged, deteriorated or obsolete such that there is no substantial potential further use consistent with usual function or reasonable reuse, unless such activity is otherwise permitted by the County.

D. Construction Sites

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

E. Solid Waste Storage Containers

While being accumulated and stored for Collection and Transportation to a licensed Solid Waste Management Facility, Solid Waste shall be stored in reusable, covered containers (e.g., cans, dumpsters, compactors, roll-off containers, etc.) that are rust, impact, vermin, and leak resistant. When aggregated for Collection, Yard Waste and Recyclable Materials shall be placed in storage containers that are easily distinguishable from Mixed Municipal Solid Waste storage containers. Plastic bags designed for containing manageable quantities of Solid Waste shall only be used for temporary storage and may only be placed outdoors for Collection no sooner than the evening prior to the scheduled Collection Day.



**F. Mixed Municipal Solid Waste Storage in Vehicles**

Mixed Municipal Solid Waste shall be removed from Hauler Collection or Transportation vehicles at least every seventy-two (72) hours, except when allowed by the Solid Waste Administrator.

**2.03 Collection**

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

**A. Collection Charges**

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

**B. Secure all Loads**

A Person who collects or transports Solid Waste must do so in a safe and sanitary manner and must secure all loads so as to prevent escape of any waste material. Vehicles or containers used for the collection and transportation of garbage and similar putrescible wastes, or refuse containing such materials, must be covered, leakproof, durable, and of easily cleanable construction. They must be cleaned to prevent nuisances, pollution, or insect breeding, and must be maintained in good repair. Vehicles or containers used for the collection and transportation of any solid waste must be loaded and moved in a manner that does not allow the contents to fall, leak, or spill therefrom, and must be covered when necessary to prevent blowing of material.

**C. Collection Frequency**

Solid Waste aggregated for Collection must be collected regularly to preclude the development of odor, vector, and Public Health Nuisance problems. Putrescible Materials must be collected, at a minimum, every two weeks.

**D. Title to Non-Hazardous Mixed Municipal Solid Waste**

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

**SECTION 3.0 PROCESSING & DISPOSAL**

**3.01 Purpose**

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

**3.02 Yard Waste**

**A. On-Site Yard Waste Composting**

On-site Compost Sites are allowed if the site is managed in such a manner to prevent

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

**B. Permitted Yard Waste Facilities**

Yard Waste Facilities located in the County, except on-site Compost Sites, shall comply with the permit requirements of MN 7001.3050.

**3.03 Recyclable Materials**

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

**3.04 Mixed Municipal Solid Waste**

Generators shall dispose of Mixed Municipal Solid Waste at a permitted Solid Waste Management Facility and if the Facility is within the County, licensed by the County. Generators shall either utilize the Collection services of a licensed Hauler or Self-Haul their own Mixed Municipal Solid Waste to a licensed and permitted Solid Waste Management Facility. Persons who Self-Haul their own Mixed Municipal Solid Waste must retain the current calendar quarter's receipts from the Solid Waste Management Facility utilized.

**3.05 Industrial Solid Waste**

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

**3.06 Unacceptable Waste, Problem Materials and Special Waste**

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

**3.07 Delivery of Acceptable Waste**

Each Person shall deliver only Acceptable Waste to a Solid Waste Management Facility. A Facility shall not be required to accept any Solid Waste that constitutes Unacceptable Waste and may, at its discretion, inspect all vehicles delivering Solid Waste to determine whether or not the Solid Waste

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

### **3.08 Prohibitions**

#### **A. Solid Waste Burning**

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

#### **B. On-site Disposal of Solid Waste**

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

#### **C. No person shall cause, permit, or allow burying or open burning of Solid Waste in any portion of the county for which the County Board has determined by resolution that regularly scheduled pickup of solid waste is reasonably available.**

#### **D. Unauthorized Container Use**

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

## **ARTICLE V SOLID WASTE MANAGEMENT SERVICE CHARGES**

The following provisions are enacted pursuant to Minn. Stat. §400.08, which authorizes the County to create and to impose Service Charges within the County's jurisdiction for Solid Waste Management Services.

### **SECTION 1.0 PURPOSE AND AUTHORITY**

The purpose of this Article is to establish methods of collection of Service Charges to fund certain Solid Waste Management Services intended to protect the public health and welfare and the environment pursuant to State mandates governing Solid Waste Management.

### **SECTION 2.0 SOLID WASTE MANAGEMENT FEE**

**2.01** Pine County may impose a service charge for waste management activities provided to properties in the County, and such charges may result in a special assessment payable with the real estate taxes.

**2.02** The charges shall be enforced and collected in the manner provided for the enforcement and collection of real property taxes in accordance with the provisions of the laws of the State. The charges, if not paid, shall become delinquent and be subject to the same penalties and the same rate of interest as the taxes under the general laws of the State.

**2.03** The County Board, by resolution, may establish or revise the rate schedule for solid waste management fee. If no new rate schedule for solid waste management fee is adopted in any year, the rate schedule for the previous year shall remain in effect.

#### **2.04 Right of Appeal**

Any Person or Generator aggrieved by a decision of the County in accordance with the provisions of this Article shall have the right to appeal the decision by serving the County Board with a request for hearing. The request for hearing must be received within thirty (30) days after the Person or Generator receives written notice of the decision. If the Person or Generator fails to request a hearing within the time prescribed, the Person or Generator shall forfeit any right to a public hearing. Upon receipt of a written request for a hearing, the Board shall follow the hearing procedures set forth in Article VIII, Section 3.

## **ARTICLE VI HAULER LICENSING PROVISIONS**

### **SECTION 1.0 LICENSE REQUIRED**

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

### **SECTION 2.0 LICENSE REQUIREMENTS**

Haulers shall comply with the following license requirements.

#### **2.01 License Application**

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

#### **2.02 License Fees**

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

#### **2.03 Incomplete or Non-Conforming Application**

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

#### **2.04 License Term and Renewal**

- A. Unless otherwise provided by the County Board, the term of a Hauler License granted pursuant to the provisions of this Ordinance shall be up to one year but shall expire on December 31 of the year the license is granted, unless sooner renewed, suspended, or revoked.
- B. License renewal applications must be submitted to the Department by November 30<sup>th</sup> of each year. License renewal applications received after that date shall be subject to a late fee.

#### **2.05 License Non-Transferable**

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

## **2.06 Vehicles Licensed**

All vehicles used for the Collection and transportation of Solid Waste in the County shall be listed on the license application. The applicant shall specify the make, model, year, and capacity, in cubic yards, as well as the tare weight of each vehicle.

## **SECTION 3.0 INSURANCE REQUIREMENTS**

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

### **3.01 Worker's Compensation Insurance**

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

### **3.02 General Liability**

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

### **3.03      Automobile Liability**

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

### **3.04      Additional Insurance**

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

### **3.05      Evidence of Insurance**

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

### **3.06      Insurer Policies**

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

### **3.07 Loss Information**

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

## **SECTION 4.0 EQUIPMENT & OPERATIONS REQUIREMENTS**

### **4.01 Equipment Requirements**

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

### **4.02 Maintenance**

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

### **4.03 Inspection**

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

### **4.04 Storage**

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

### **4.05 Protecting Private Property**

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

### **4.06 Smoking, Smoldering or Burning Solid Waste**

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

### **4.07 Dumping in an Emergency**

The Licensee shall be responsible for the cleanup of any Solid Waste that must be dumped in an emergency. The operator of the vehicle shall immediately notify the Department and the appropriate law enforcement agency and emergency service of such emergency dumping and clean up the area within a time limit set by the Department.



#### **4.08 Hours of Operation**

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

#### **4.09 Yard Waste Collection**

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

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

#### **4.10 Prohibited Wastes**

Haulers shall not accept for Collection in the County any Mixed Municipal Solid Waste that contains Yard Waste, Christmas trees, dry cell batteries (as prohibited by Minn. Stat. § 1 15A.9 155), Solid Wastes containing mercury (as prohibited by Minn. Stat. § 1 15A.932), motor vehicle fluids and filters (as prohibited in Minn. Stat. § 1 15A.916), or any material that has been banned from Solid Waste or Mixed Municipal Solid Waste by any State statute. Banned items include, but are not limited to, Waste Tires, Major Appliances, telephone directories, and Medical Waste.

#### **4.11 Mixing of Mixed Municipal Solid Waste and Recyclables Prohibited**

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

#### **4.12 Hauler-Imposed Collection Fees**

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

### **SECTION 5.0 REPORTING REQUIRED**

A Hauler must keep records and report to the Department information relating to the Collection, Processing and Disposal of Solid Waste collected by the Hauler. The information shall be reported to the Department on at least an annual basis (no later than 45 days after the end of each year) on a form provided by the Department.

### **5.01 Solid Waste Records**

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

- A. Types and Quantities of Solid Waste
- B. A Hauler shall maintain records regarding the volume or weight, type(s) and origin(s) of Solid Waste collected.
- C. Number of Residential and Non-Residential Accounts
- D. The Hauler shall maintain a record of the number of Residential and Non- Residential accounts serviced in each geographic origin. For reporting purposes, units in Multi-Unit Residential Buildings shall be considered residential accounts, and each individual unit shall be reported as a separate account.
- E. Total Weight of Solid Waste
- F. The Hauler shall maintain a record of the total weight of all Solid Waste collected from Residential accounts and Non-Residential accounts for each geographic region. The weight of the Solid Waste collected shall be reported and documented by scale or other County approved documentation method.
- G. Management of Solid Waste
- H. The Hauler shall maintain a record of the location(s) where Solid Waste was delivered, deposited, processed, or marketed and the total amount of waste delivered to each Solid Waste Management Facility or other location.

## **SECTION 6.0 ADDITIONAL RECYCLABLE MATERIALS REPORTING REQUIREMENTS**

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

### **6.01 Weight of Individual Recyclable Materials**

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

## **ARTICLE VII FACILITY REQUIREMENTS AND LICENSES**

### **SECTION 1.0 LICENSES REQUIRED**

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

#### **1.01 Disposal of Solid Waste**

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

#### **1.02 Facility Licenses**

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

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

### **SECTION 2.0 FACILITY LICENSE FEES**

#### **2.01 Application Fee**

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

#### **2.02 Facility License Fees**

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

## **SECTION 3.0 LICENSE REQUIREMENTS**

An application for a License or License renewal shall be made to the Department on forms furnished by the Department. The application shall not be considered complete until the Department has received all information, materials, plans, Financial Assurance, certificates of insurance, and fees required under this Ordinance. Unless otherwise provided by the County Board, each License granted pursuant to the provisions of this Ordinance shall expire annually unless sooner revoked.

### **3.01. Financial Assurance**

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

### **3.02. Planning and Zoning Approval**

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

### **3.03 Application Requirements**

The application for initial License shall include:

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

### **3.04 Licensed Facilities**

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

### **3.05 License Holder**

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

## **SECTION 4.0 REVIEW OF FACILITY LICENSE APPLICATION**

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

### **4.01 Operational Conditions**

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

### **4.02 Contingent License/Special Conditions**

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

### **4.03 Sequencing**

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

## **SECTION 5.0 TERM OF FACILITY LICENSE; RENEWAL; LICENSE NOT TRANSFERABLE**

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

### **5.01 Term of License**

Unless otherwise provided by the County Board, the term of a Solid Waste Management Facility License granted pursuant to the provisions of this Ordinance shall be for up to one year but shall expire on December 31 of the year the License is granted, unless sooner renewed, suspended, or revoked.

### **5.02 Renewal of License**

Application for renewal of a License shall be made in writing to the Department by September 1 of the expiration year and shall be signed by an individual authorized to act on behalf of and bind the Licensee. Application for a License renewal shall contain a statement of any changes in the information submitted from the last approved License application. Application for a License renewal shall contain reports required by the Ordinance. If applicable, the Licensee shall submit Financial Assurance information including the Financial Assurance mechanism used, the amount of bond or letter of credit, cash on deposit, amount in a depository account or trust account and other information requested on a form provided by the Department. Failure to submit such information is

grounds for revocation or for not granting renewal of the License by the County Board. If there are no changes in Financial Assurance, it shall be so stated in the renewal application.

### **5.03 License Not Transferable**

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

## **SECTION 6.0 INSURANCE REQUIREMENTS**

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

### **6.01 Worker's Compensation Insurance**

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

### **6.02 General Liability**

- A. Commercial General Liability Coverage (Insurance Services Office form title), providing coverage on an "occurrence", rather than on a "claims made" basis, which policy shall include, but shall not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this contract), independent Licensees, "XC&U" and products-completed operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage that is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy that includes a "Broad Form Endorsement", GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.
- B. The Licensee shall maintain at all times during the period of the license a total combined general liability policy limit of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate, applying to liability for bodily injury, personal injury, and property damage, which total limit may be satisfied by the limit afforded under its

"Commercial General Liability" policy, or equivalent policy, or by such policy in combination with the limits afforded by an "Umbrella" or "Excess Liability" policy (or policies), provided, that the coverage afforded under any such "Umbrella" or "Excess Liability" policy is at least as broad as that afforded by the underlying "Commercial General Liability" policy (or equivalent underlying policy).

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

### **6.03 Automobile Liability**

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

### **6.04 Additional Insurance**

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

### **6.05 Evidence of Insurance**

A Licensee shall promptly provide the Department with evidence that the insurance coverage required hereunder is in full force and effect at least twenty (20) days prior to the granting of a license by the County Board. At least thirty (30) days prior to termination of any such coverage, Licensee shall provide the Department with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of a "Certificate of Insurance," or in such other form as the Department may reasonably request and shall contain sufficient information to allow the Department to determine whether there is compliance with these provisions. At the request of the Department, the Licensee shall, in addition to providing such evidence of insurance, promptly furnish the Department with a complete (and if so requested, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least a sixty (60)

day notice to the Department prior to the effective date of policy cancellation, non-renewal, or material adverse change in coverage terms. The Licensee's insurance agent shall certify on the certificate of insurance, that he/she has error and omissions coverage. Insurer Policies. All policies of insurance required by this Ordinance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to the Department. Such acceptance shall not be unreasonably withheld or delayed. An insurer with a current AM. Best Company rating of at least A: VII shall be conclusively deemed to be acceptable. In all other instances, the Department shall have twenty (20) business days from the date of receipt of a Licensee's evidence of insurance to advise the Licensee in writing of any insurer that is not acceptable to the County. If the Department does not respond in writing within such twenty (20) day period, the Licensee's insurer(s) shall be deemed to be acceptable to the County.

#### **6.06 Loss Information**

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

### **SECTION 7.0 FACILITY RECORDS**

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

#### **7.01 Daily Records**

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

- A. Receipt of Solid Waste in tons and cubic yards shall be recorded daily in a manner acceptable to the County. This information shall provide statistics on the types and quantities of Solid Waste received including, but not limited to Residential Solid Waste, Non-Residential/Institutional waste, and Industrial Solid Waste.
- B. General areas in which a particular type of Solid Waste disposal takes place within a Solid Waste Land Disposal Facility shall be recorded.
- C. Detailed information on waste composition received at the Facility derived from actual measurements. The County may require a specific waste composition analysis for any waste materials that may contain hazardous chemicals or that may pose a risk to health and safety. Once information on general or specific composition analysis is approved by the County, such information must be submitted with the annual report for a period of up to five years. If the composition of waste received by the Facility significantly changes, then the County may require an up to date composition analysis to be performed.
- D. Information that identifies the types and quantities of waste Released from the Site or transported to other Solid Waste Management Facilities. This information includes but is not limited to Solid Waste, ash, Leachate, and residual materials derived from waste Processing.



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

### **7.02 Facility's Annual Report**

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

### **7.03 Facility Service Area**

The Licensee shall submit records of population and areas served by the Licensed facility on an annual basis.

### **7.04 Emergency Incidents**

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

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

## **SECTION 8.0 GENERAL REQUIREMENTS FOR ALL FACILITIES**

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

### **Design and Construction Requirements**

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

provided at the entrance to the Site and kept locked when an attendant is not on duty.

- K. An all-weather haul road to the unloading area.
- L. Visual screening of the Site, as approved by the Department, shall be provided by use of natural objects, trees, plants, seeded soil berms, fences, or other suitable means.
- M. An area shall be designated to inspect and store Solid Waste to determine whether or not Unacceptable Waste is contained in the Solid Waste deposited at the Site.

### **8.01 Closure Requirements**

In addition to Closure procedures required by the Agency, the Licensee shall submit a detailed map to the Department upon Closure of the Licensed Solid Waste Land Disposal Facility. The map shall include the location of fill areas, buildings, roads, wells, hydro-geologic information, elevations, scales, and any other features of the site.

- A. Documents submitted must show the nature and location of the waste disposed at the facility.
  - 1. Complete location details of any regulated wastes such as asbestos shall be submitted to the Department and recorded on the property deed.
  - 2. A complete list of Industrial Solid Waste customers and associated waste characterization data and disposal locations shall be submitted.
- B. Documents submitted must show the property lines of the facility and all adjacent property ownership at the time of Closure.
- C. A letter from the Licensee shall be sent to all adjacent property owners notifying them of the Closure requirements and the ultimate use of the land on which the Facility is located. This letter must be sent by certified mail within 30 days of the completion of Closure requirements with a copy sent to the Solid Waste Administrator at the same time.

### **8.02 Facility Fee Authorized**

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

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

## **SECTION 9.0 MIXED MUNICIPAL SOLID WASTE LAND DISPOSAL FACILITIES**

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

### **9.01 State Rule Adopted**

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

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

#### **A. Application and Fees**

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

#### **B. Existing Conditions Plan**

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

#### **C. Plot Plan**

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

#### **D. Land Use Plan**

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

#### **E. Report**

A report shall accompany the plans indicating:

1. Population and areas expected to be served by the proposed Site.
2. Anticipated type, quantity, and source of material to be Disposed of at the Site.

Geological formations and ground water elevations to a depth of at least ten (10) feet below proposed excavation and lowest elevation of the Site, including the high-water table. Such data shall be obtained by soil borings or other appropriate means.

3. Source and characteristic of cover material and method for protecting cover material for winter operation.
4. Type and amount of equipment to be provided at the Site for excavating, earth moving, spreading, compacting and other needs.
5. Area of Site in acres.
6. Owner of the Site.
7. Persons responsible for actual operation and maintenance of the Site and operating procedures.

## **9.02 Specific Design and Construction Requirements**

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

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

## **9.03 Specific Operating Procedures**

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

- A. Open Burning, Animal Feeding and Scavenging  
Open Burning of Mixed Municipal Solid Waste is prohibited. No scavenging shall be allowed. Salvaging shall be allowed only upon conditions approved in writing by the Department. Animal feeding within the Site is prohibited.
- B. Wind-Blown Material  
Unloading of Mixed Municipal Solid Waste shall be confined to as small an area as practicable and surrounded with appropriate materials to prevent wind-blown material within the area. At the conclusion of each day of operation, all wind-blown material resulting from the operation shall be collected and returned to the designated area by the Owner or Operator.

C. Cover and Compaction of Putrescible Material

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

D. Public Nuisance Control

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

## **SECTION 10.0 CONSTRUCTION AND DEMOLITION DEBRIS LAND DISPOSAL FACILITIES LICENSE**

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

### **10.01 State Rule Adopted**

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

### **10.02 Licensing Requirements**

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

A. Application and Fees

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

B. Existing Conditions Plan

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

C. Plot Plan

A plot plan including the legal description of the Site and immediate adjacent area showing dimensions, location of soil borings, present and planned pertinent features

including but not limited to roads, fencing and cover stockpiles. The plan of development including any excavation, trenching and fill shall be shown progressively with time. Cross sections shall be included on the plot plan or on separate sheets showing progressively with time the original and proposed elevation of excavation, trenching and fill. The scale of the plot plan should not be greater than 200 feet per inch.

**D. Land Use Plan**

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

**E. Report**

A report shall accompany the plans indicating:

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

**10.03 Specific Design and Construction Requirements**

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

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

**10.04 Specific General Operating Procedures**

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

**A. Public Use Prohibited**

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

**B. Pest Eradication**

Before any materials from demolished structures may be deposited, the Licensee must submit proof acceptable to the Department that the demolished structure has been subjected to satisfactory pest eradication prior to demolition.

**C. Waste Acceptance and Prohibited Wastes**

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

## **SECTION 11.0 INDUSTRIAL SOLID WASTE LAND DISPOSAL FACILITIES**

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

### **11.01 State Rule Adopted**

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

### **11.02 Licensing Requirements**

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

**A. Application and Fees**

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

**B. Existing Conditions Plan**

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

**C. Plot Plan**

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

of excavation, trenching and fill. The scale of the plot plan should not be greater than 200 feet per inch. Land Use Plan. An ultimate land use plan, including intermediate stages, identifying the total and complete land use. The scale of the ultimate land use plan shall not be greater than 200 feet per inch.

#### D. Report

A report shall accompany the plans indicating:

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

### 11.03 Specific Design and Construction Requirements

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

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

### 11.04 Specific Operating Procedures

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

#### A. Public Use Prohibited

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

#### B. Waste Acceptance and Prohibited Wastes

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



## **SECTION 12.0 TRANSFER STATIONS**

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

### **12.01 State Rule Adopted**

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

### **12.02 License Required**

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

#### **A. Licensing Requirements**

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

1. Designation of the Transfer Station Category: All Solid Waste Transfer Stations shall be categorized as to type and amount of Solid Waste transferred at the facility. The following categories are established:
  - a. Mixed Waste: This facility has an on-site storage capacity of greater than 120 cubic yards per day and handles a variety of Solid Waste types, to include Mixed Municipal Solid Waste.
  - b. Demolition Debris: This facility handles Construction and Demolition Debris only.
  - c. Application and Fees: An applicant for a Solid Waste Transfer Station License shall complete and submit to the Department an application on a form provided by the Department. The application shall not be considered complete until the Department receives the signed and dated application form, all applicable fees, and all materials required by this section, to include Location, size and ownership of the land upon which the Transfer Station will operate.
  - d. General description of property use in the immediate vicinity of the Transfer Station.
  - e. Complete plans and specifications and proposed operating procedures for the Transfer Station.
  - f. A fee schedule for the use of Transfer Station.
  - g. A statement of the ultimate Solid Waste Management Facility destination(s) of Solid Waste delivered to the Transfer Station.

### **12.03 Specific Design and Construction Requirements**

The following specific design and construction requirements shall apply:

A. Entrance Sign

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

B. Residential Disposal Facilities

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

C. Minimal Interference with Other Activities

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

## **12.04 Specific Operating Procedures**

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

A. Waste Removal and Clean-up

Unless stated otherwise as a part of the License, the Licensee shall remove all Solid Waste, clean, and maintain the Transfer Station at the end of each day of use. Orderly Maintenance. The premises, entrances and exits shall be maintained in a clean, neat and orderly manner at all times.

B. Traffic Control

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

C. Unloading

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

D. Liquids

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

## **SECTION 13.0 SOLID WASTE PROCESSING FACILITIES**

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

### **13.01 State Rule Adopted**

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

reference as part of this Ordinance.

### **13.02 Licensing Requirements**

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

#### **A. Application and Fees**

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

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

### **13.03 Specific Design and Construction Requirements**

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

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

### **13.04 Specific Operating Procedures**

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

#### **A. Orderly Maintenance**

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

**B. Traffic Control**

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

**C. Unloading**

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

## **SECTION 14.0 WASTE TIRE FACILITIES**

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

### **14.01 State Rule Adopted**

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

### **14.02 Licensing Requirements**

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

- A. A retail tire seller if no more than 500 Waste Tires are kept on the business premises.
- B. An Owner or Operator of a tire retreading business if no more than 3,000 Waste Tires are kept on the business premises.
- C. An Owner or Operator of a business who, in the ordinary course of business, removes tires from motor vehicles if no more than 500 Waste Tires are kept on the premises.
- D. A licensed and permitted Solid Waste Management Facility with less than 10,000 Waste Tires stored above ground at the licensed and permitted Site.
- E. A Person using Waste Tires for agricultural purposes if the Waste Tires are kept on the premises of use.

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

1. **Application and Fees**

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

- a. Location, size, and ownership of the site on which the Waste Tire Collection Site and/or Processing Facility will operate. General description of property use in the immediate vicinity of the Waste Tire

Collection Site and/or Processing Facility.

- b. Complete plans and specifications and proposed operating procedures for the Waste Tire Collection Site and/or Processing Facility.

#### **14.03 Specific Design and Construction Requirements**

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

- A. The Licensee shall maintain a minimum distance of fifty (50) feet between the Waste Tire Collection Site or Processing Facility operations and the adjacent property line.
- B. The Licensee shall divert surface water drainage around and away from the Collection area.
- C. The Licensee shall provide adequate visual screening to reduce visibility of above-grade operations from housing or public right-of-ways by use of natural objects, trees, plants, seeded soil berms, fences, or other means deemed suitable by the Department.
- D. The Waste Tire Collection Site and/or Processing Facility shall be so situated, equipped, operated, and maintained as to minimize interference with other activities in the area.

#### **14.04 Specific Operating Procedures**

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

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

#### **14.05 Waste Tire Reduction**

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

shall be approved by the local zoning authority.

#### **14.06 Cessation of Operation**

Upon cessation of Waste Tire Collection Site and/or Processing Facility operations, the Licensee, Owner, and Operator shall be responsible for removing all Waste Tires and tire products from the Site and ensure their proper management pursuant to this Ordinance and Minn. Stat. §§ 15A.90 to 15A.914.

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## **ARTICLE VIII        INSPECTIONS, VIOLATIONS AND ENFORCEMENT**

### **SECTION 1.0    INSPECTIONS**

#### **1.01        Inspections**

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

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

## **1.02 Re-inspections**

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

## **SECTION 2.0 ACTION AUTHORIZED**

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

### **2.01 Notice of Violation (NOV)**

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

### **2.02 Citations**

Any Person who fails to comply with the provisions of this Ordinance is guilty of a misdemeanor, and upon conviction thereof, shall be punished as provided by law. A separate offense shall be deemed committed each day during or on which a violation occurs or continues. Upon failure of any Person to comply with a Notice of Violation issued by the Department. The Department shall request a Citation to be issued by the Pine County Sherriff's Department.

### **2.03 Abatement**

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

#### **A. Abatement Notice**

##### **1. Contents of Abatement Notice**

An Abatement Notice shall include the following:

- a. Notice that the property owner has not completed the Corrective Actions within the time period required in the attached NOV(s), Stipulation Agreement or court order;
- b. Notice that the Department or its agent intends to enter the property and commence abatement of the conditions on the property that violate this Ordinance in thirty days;



- c. Notice that the property owner must correct the violation(s) before thirty days to avoid any civil liability for the costs of inspection and abatement that the County may incur; and
- d. A statement that if the property owner desires to appeal, the property owner must file a request for an appeal hearing with the County Board that meets the requirements of Section 2.04(B) below on the County within ten (10) County working days, exclusive of the day of service.

## 2. Service

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

## B. Right to Appeal the Abatement Notice

### 1. Request for Hearing

The property owner's request for a hearing must be in writing and must state the grounds for appeal and be served by certified mail on the County Board, with a copy to the Department by midnight of the 10<sup>th</sup> County working day following service of the Abatement Notice. Following receipt of a request for a hearing, the County Board shall set a time and place for the hearing to be held pursuant to Section 3.0 below.

### 2. Stay of Notice

Pending the appeal hearing and final determination by the County Board the Department shall take no further action on the Abatement Notice.

## C. Abatement by the County

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

## D. Recovery of Abatement Costs

- 1. The Department may pursue recovery of all costs, including enforcement costs, from the property owner for abatement incurred by the County, by any means allowable by law. The cost of any enforcement action may be assessed and charged against the Real Property on which the violations are located.
- 2. The Department shall keep a record of the costs of abatements done under this Ordinance and report all work done for which assessments are to be made, stating, and certifying the description of the land, lots or parcels involved and the amount assessable to each to the County Auditor by September 1 of each year.
- 3. On or before October 1 of each year, the County Auditor shall list the total unpaid charges for each abatement made against each separate lot or parcel to which they are attributable under this Ordinance to the County Board.
- 4. The County Board may then spread the charges or any portion thereof against

the property involved as a special assessment, for certification to the County Auditor and for collection the following year along with current taxes.

E. Emergency Abatement by County

Notwithstanding the requirements of Section 1.0 of this Article, in the event of an imminent threat to the public's health, welfare and safety, the Department shall have the authority to immediately enter property and abate the violations and recover the costs as set out in Section 2.04(D) above. The Department shall attempt to give verbal notice to the property owner immediately, if possible, and writing within 10 workdays. The property owner shall have the right to appeal the assessment of costs to the County Board pursuant to Section 3 of this Article.

## **2.04 Stipulation Agreement**

The Department and a Person alleged to have violated provision(s) of this Ordinance may voluntarily enter into a Stipulation Agreement, whereby the parties to the agreement: identify conditions on the property that require Corrective Action; agree on the Corrective Actions that must be performed by the Person; and agree on the timelines in which the Corrective Actions must be completed. If the timelines have not been met as agreed in the Stipulation Agreement, the County may abate the violations in accordance with Section 2.04 above. The parties may seek compliance with the terms of the Stipulation Agreement through a court of competent jurisdiction.

## **2.05 License Suspensions**

- A. Any license required under this Ordinance may be suspended by the County Board for violation of any provision of this Ordinance. Upon written notice to the Licensee a license may be suspended by the County Board for a period not longer than sixty (60) days or until the violation is corrected, whichever is shorter.
- B. Such suspension shall not occur earlier than ten County working days after written notice of suspension by the County Board has been served on the Licensee or, if a hearing is requested, until written notice of the determination of the County Board action has been served on the Licensee. Notice to the Licensee shall be served personally or by registered or certified mail at the address designated in the license application. Such written notice of suspension shall contain the effective date of the suspension, the nature of the violation or violations constituting the basis for the suspension, the facts which support the conclusion that a violation or violations has occurred, and a statement that if the Licensee desires to appeal, he must within ten (10) County working days, exclusive of the day of service, file a request for an appeal hearing with the County Board. The hearing request shall be in writing stating the grounds for appeal and served personally or by certified mail on the County Board, with a copy to the Department by midnight of the 10<sup>th</sup> County working day following service. Following receipt of a request for a hearing, the County Board shall set a time and place for the hearing to be held pursuant to Section 3.0 below.
- C. Continued Suspension

If said suspension is upheld and the Licensee has not demonstrated within the sixty (60) day period that the provisions of the Ordinance have been complied with, the County Board may serve notice of continued suspension for up to sixty (60) days or initiate revocation procedures.

## **2.06 Emergency Suspension**

- A. If the Department finds that the public health, safety, or welfare imperatively requires emergency action and incorporates a finding to that effect in its order, emergency suspension of a license may be ordered by the Department upon written notice to the facility, with a copy to the County Attorney's Office and the County Board. The County Board must make a determination if the emergency suspension should be ratified at its next board meeting. Written notice of such emergency suspension shall be personally served on the Licensee or shall be served by certified mail to said Licensee at the address designated in the license application. In addition, the Department may post copies of the notice of emergency suspension of the license at the licensed facility or property being used for the licensed activity. Said posting shall constitute the notice required under this Section.
- B. The written notice in such cases shall state the effective date of the emergency suspension and the nature of the violation requiring emergency action, the facts which support the conclusion that a violation or violations has occurred and a statement that if the Licensee desires to appeal, the Licensee must, within ten (10) County working days, exclusive of the day of service, file a request for a hearing with the County Board. The hearing request shall be in writing stating the grounds for appeal and served personally or by certified mail on the County Board, with a copy to the Department and the County Attorney's Office, by midnight of the 10th County working day following service. Following receipt of a request for an appeal, the County Board shall set a time and a place for the hearing to be held pursuant to Section 3.18 below.
- C. The emergency suspension shall not be stayed pending an appeal to the County Board or an informal review by the Department Head but shall be subject to dismissal upon a favorable re-inspection by the Department or favorable appeal to the County Board.

## **2.07 Suspension Re-Inspections**

Upon written notification from the Licensee that all violations for which a suspension or emergency suspension was invoked have been corrected, the Department shall re-inspect the facility or activity within a reasonable length of time, but in no case more than three (3) County working days after receipt of the notice from the Licensee. If the Department finds upon such re-inspection that the violations constituting the grounds for the suspension have been corrected, the Department shall immediately dismiss the suspension subject to County Board ratification at its next meeting, by written notice to the Licensee, served personally or by certified mail on the Licensee at the address designated in the license application, with a copy to the County Board and the County Attorney's Office. The County Board must make a determination at its next Board meeting about whether the violations have been corrected and whether the Department's decision to reinstate the license should be ratified.

## **2.08 License Revocation**

- A. Any license granted pursuant to this Ordinance may be revoked by the County Board for violation of any provision of this Ordinance.
- B. Revocation shall not occur earlier than ten (10) County working days from the time that written notice of revocation from the County Board is served on the Licensee or, if an appeal hearing is requested, until written notice of the County Board's action has

been served on the Licensee. Notice of revocation to the Licensee shall be served personally or by certified mail at the address designated in the license application. Such written notice of revocation shall contain the effective date of the revocation, the nature of the violation or violations constituting the basis for the revocation, the facts which support the conclusion that a violation or violations has occurred and a statement that if the Licensee desires to appeal, he must within ten (10) County working days, exclusive of the day of service, file a request for a hearing with the County Board. The hearing request shall be in writing stating the grounds for appeal and served personally or by certified mail on the County Board, with a copy to the Department and the County Attorney's Office, by midnight of the 10th County working day following service. Following receipt of a request for a hearing, the County Board shall set a time and a place for the hearing to be held pursuant to Section 3.0 below.

### **2.09 Status of Financial Assurance**

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

### **2.10 Commencement of a Civil Court Action**

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

## **SECTION 3.0 HEARINGS**

A request for hearing on a denial, suspension, emergency suspension, non-renewal, or revocation of a license, or receipt of a Notice of Abatement shall be held before the County Board, or a hearing examiner as provided below, and shall be open to the public.

### **3.01 Timeframe for Hearing**

Unless an extension of time is requested by the appellant in writing directed to the Chair of the County Board and is granted, the hearing will be held no later than forty-five (45) calendar days after the date of service of request for a hearing, exclusive of the date of such service. In any event, such hearing shall be held no later than ninety (90) calendar days after the date of service of request for a hearing, exclusive of the date of such service.

### **3.02 Notice of Hearing**

The County Board shall mail notice of the hearing to the appellant, with a copy to the Department

and the County Attorney's Office, at least fifteen (15) working days prior to the hearing. Such notice shall include:

- A. A statement of time, place, and nature of the hearing.
- B. A statement of the legal authority and jurisdiction under which the hearing is to be held.
- C. A reference to the particular Section of the Ordinance and Agency Rules, if any, involved.

### **3.03 Hearing Examiner**

The County Board may by resolution appoint an individual, to be known as the hearing examiner, to conduct the hearing and to make findings of fact, conclusions, and recommendations to the County Board. The hearing examiner shall submit the findings of fact, conclusions, and recommendations to the County Board in a written report, and the County Board may adopt, modify or reject the report.

### **3.04 Conduct of the Hearing**

The appellant and the Department may be represented by counsel. The Department, the appellant, and additional parties, as determined by the County Board or hearing examiner, in that order, shall present evidence. All testimony shall be sworn under oath. All parties shall have full opportunity to respond to and present evidence, cross-examine witnesses, and present argument. The County Board or hearing examiner may also examine witnesses.

### **3.05 Burden of Proof**

The Department shall have the burden of proving its position by a preponderance of the evidence, unless a different burden is provided by substantive law, and all findings of fact, conclusions, and decisions by the County Board shall be based on evidence presented and matters officially noticed.

### **3.06 Admission of Evidence**

All evidence that possesses probative value, including hearsay, may be admitted if it is the type of evidence on which prudent Persons are accustomed to rely in the conduct of their serious affairs. Evidence that is incompetent, irrelevant, immaterial, or unduly repetitious may be excluded. The hearing shall be confined to matters raised in the Department's written notice of denial, suspension, emergency suspension, non-renewal or revocation of a license, denial of a variance, or Abatement Notice or in the appellant's written request for a hearing.

### **3.07 Pre-Hearing Conference**

At the request of any party, or upon motion of the County Board or hearing examiner, a pre-hearing conference shall be held. The pre-hearing conference shall be conducted by the hearing examiner, if the County Board has chosen to use one, or by a designated representative of the County Board. The pre-hearing conference shall be held no later than five (5) County working days before the hearing. The purpose of the pre-hearing conference is to:

- A. Clarify the issues to be determined at the hearing.
- B. Provide an opportunity for discovery of all relevant documentary, photographic or

other demonstrative evidence in the possession of each party. The hearing examiner or County Board's representative may require each party to supply a reasonable number of copies of relevant evidence capable of reproduction.

- C. Provide an opportunity for discovery of the full name and address of all witnesses who will be called at the hearing and a brief description of the facts and opinions to which each is expected to testify. If the names and addresses are not known, the party shall describe them thoroughly by job duties and involvement with the facts at issue.
- D. If a pre-hearing conference is held, evidence not divulged as provided above shall be excluded at the hearing unless the party advancing the evidence took all reasonable steps to divulge it to the adverse party prior to the hearing and:
  - 1. The evidence was not known to the party at the time of the pre-hearing conference; or
  - 2. The evidence is rebuttal to matters raised for the first time at or subsequent to the pre-hearing conference.

### **3.08 Failure to Appear**

If the appellant fails to appear at the hearing, they shall forfeit any right to a public hearing before the County Board or hearing examiner and their failure to appear shall be deemed their waiver of their right to appeal the decision made by the Department and the decision made by the Department will stand.

### **3.09 Appeal of County Board Decision**

Any appellant aggrieved by the decision of the County Board may appeal that decision to any Court with appropriate jurisdiction.

**UNAPPROVED**  
**Pine County Housing & Redevelopment / Economic Development Authority**  
**Regular Meeting Minutes - May 25, 2022 1:00 PM**  
**North Pine Government Center - 1602 Hwy 23 No., Sandstone, Minnesota**

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**Members present:** Henry Fischer, Leah Jackson, Mary Kay Sloan, Steve Oswald, Traver Gahler

**Members absent:** None

**Others present:** HRA/EDA Executive Director/County Administrator David Minke, President of SMR Management, Inc. Joleen Pfau, County Commissioner Matt Ludwig, County Commissioner JJ Waldhalm, Economic Development Coordinator Lezlie Sauter, County Auditor/Treasurer Kelly Schroeder, Senior Director of One Roof Community Housing Jim Philbin.

1. Chair Sloan called the meeting to order at 1:00 pm.
2. The pledge of allegiance was said.
3. *Motion by Fischer to approve the agenda seconded by Oswald as presented. Motion carried 5-0.*
4. *Motion by Fischer, seconded by Jackson to approve minutes of the April 27, 2022 board meeting. Motion carried 5-0.*
5. There was no correspondence.
6. Jim Philbin, Senior Director, One Roof Community Housing in Duluth, gave a presentation on their Community Land Trust projects. One Roof Community Housing is formerly known as Northern Communities Land Trust that merged with Neighborhood Housing Services to bring comprehensive homeownership opportunities to lower-income homebuyers.
7. Operational Reports (SMR Management)
  - 7.1 SMR Management staff Stephanie Schueler (regional manager), Brooke Hegge (site manager), Kristen Mallak (property & asset management) Rachel Malecka (tenant compliance) were introduced to the board by Joleen Pfau.
  - 7.2 The management report was reviewed by the board members. This was the final management report from Integrity Property Management, as SMR Management started managing the two properties May 1, 2022.
  - 7.3 The final financial report from Integrity Property Management was reviewed by the board members. Pfau presented a balance sheet produced by SMR Management with the caveat that they are still working through finding all funds and accounting for them in the balance sheet (CDs found in the safe deposit box, etc). *Motion by Gahler, seconded by Jackson to accept the financial report and balance sheet as presented. Motion carried 5-0.*
8. Committee Reports
  - 8.1 Facility Management (Jackson, Gahler, Pfau)
    - 8.1.1 Pfau reported that she found the original real estate mortgage from USDA Rural Development through Section 515 from 1977, which indicated that it cost \$563,000 to develop both properties. The mortgage was satisfied December 30, 1997 and had a use restriction agreement attached to it, to allow the residents to stay in the units. In addition, there is a Section 8 subsidy attached to the property, which pays the portion of the rent for the tenants, so that they only pay 30% of their income towards rent. In conclusion, these properties have no debt, and therefore have no use restrictions attached to the funds within the HRA-EDA accounts.
    - 8.1.2 Hegge reported on a key issue that will need to be resolved and made the request to re-key both buildings. Elite Lock & Key gave a proposal for \$2,242 to re-key both buildings, which

does not include mailboxes. Minke noted that the management agreement allows SMR to spend up to \$5,000 for repairs related to property management, without Board approval.

- 8.1.3 Waldhalm inquired whether the insurance policy has been located and Oswald asked if the properties have been appraised. Pfau indicated that the insurance policy had not been located but suggested using the insurance adjuster to determine a value. Schroeder indicated she found the invoice and will send the insurance company information to Pfau.
- 8.1.4 Schueler indicated that neither property has gutters and recently there is a tenant with a water issue where the water is coming up through the floor. Schueler will be gathering quotes for gutters.
- 8.1.5 Fischer asked about smoke detectors and Schueler reported that her and Hegge will be conducting unit inspections next month where smoke detectors will be checked.
- 8.1.6 The Capital Improvement Plan was discussed, and it was determined that the committee should meet within the next month. Pfau indicated that she needs a fixed asset and depreciation schedule to move forward with reviewing the CIP, but Schroeder indicated that neither of these documents exist, which was a finding in the audit. Pfau will look through the paperwork in the office in Sandstone.

8.2 Board Policies (Sloan, Fischer, Minke) No report.

8.3 Housing and Development Projects (Oswald, Fischer, Sauter) Sauter presented the Minnesota Cities Participation Program (MCP) Monthly Report, gave an update on the Village Apartment project in Pine City. Additionally, Sauter provided a brief update on economic development projects including: broadband development, broadband grant program, marketing, the Mille Lacs Corporate Ventures Tribal Economy Summit, Going Google in Pine County and the I-35 Feasibility Study.

8.3.1 Oswald mentioned the Sand Lake resort development in Windemere Township and asked what involvement the HRA-EDA could have with the development.

9. Member Reports / Updates

9.1 Site visits will be scheduled with board members this.

10. Adjourn *Motion to adjourn by Gahler, seconded by Jackson. Motion passed 5-0. Meeting adjourned at 3:35 pm.*

Next Regular Meeting, June 22, 2022 - 1:00 pm, North Pine Government Center, Sandstone, Minnesota.

ATTEST:

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David J. Minke  
Executive Director

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Mary Kay Sloan  
Board Chair