



PINE COUNTY BOARD SPECIAL MEETING

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

Wednesday, July 21, 2021, 9:00 a.m.
Board Room, Pine County Courthouse
635 Northridge Dr. NW
Pine City, Minnesota

Notice of Participation via Interactive Technology

Pine County Commissioner Matt Ludwig will be attending the Pine County Board of Commissioners Special Meeting-Committee of the Whole on Wednesday, July 21, 2021 at 9:00 a.m. via interactive technology, pursuant to Minnesota Statute 13D.02. Commissioner Ludwig will participate from Staybridge Suites, 2350 Commerce Drive NW, Rochester, MN 55901, a location open and accessible to the public.

The public is invited to join the meeting in person or remotely: by phone call 1-650-215-5226, (access code): 175 062 5184, (password): qmF63uiXpc6. Click the link on the county website (www.co.pine.mn.us) for more information and to watch a live stream broadcast of the meeting.

1. Call meeting to order
2. Pledge of Allegiance
3. Soil and Water Conservation District Update
4. East Central Regional Juvenile Center
 - A. East Central Regional Juvenile Center Update
 - B. Review of Joint Powers Agreement
5. Solid Waste Ordinance
 - A. Discussion of Ordinance Update
 - B. Consider appointment of two commissioners to Ad Hoc Committee to review current Solid Waste Ordinance and make recommendations.
6. Mid-year 2021 Budget Update
7. Initial 2022 Budget Discussion
8. Adjourn

**JOINT POWERS AGREEMENT
FOR
SECURE JUVENILE DETENTION
AND TREATMENT FACILITY**

THIS AGREEMENT is made and entered into this 1st day of January 2022, by and between Anoka County, **Benton County**, Chisago County, Isanti County, Kanabec County, Mille Lacs County, Pine County, Sherburne County, **Stearns County**, Washington County and Wright County.

WHEREAS, in 1995, the undersigned counties and others utilized State of Minnesota grant monies for construction of a 36-bed secure juvenile detention and treatment facility, and financed the balance of construction costs with general obligation bonds issued by Anoka County; and

WHEREAS, the counties worked together pursuant to a Joint Powers Agreement to cooperatively address their long-term needs for secure juvenile detention and treatment facility capacity since that time;

WHEREAS, the undersigned counties wish to continue to cooperatively address these needs; and

WHEREAS, the undersigned counties may enter into this joint powers agreement pursuant to the authority set forth in Minn. Stat. § 471.59.

THEREFORE, in consideration of the mutual promises and benefits that each party shall derive herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
Definitions**

In the interpretation of this Agreement, the following definitions shall have the meanings given to them.

- (1) "Advisory Committee" means the committee created by this Agreement pursuant to Section 7.01.
- (2) "Agreement for Contract Beds" means an agreement between Anoka County and another Member County pursuant to Section 6.01 and Exhibit B of this Agreement for **a minimum of** one or more Contract Beds.

- (3) "Contract Bed" means a Facility bed that Anoka County reserves for use by a Member County for secure detention or **programming of juvenile offenders** and for which said Member County guarantees to make payment, whether or not used by that Member County.
- (4) "Facility" means the secure juvenile detention and treatment facility at the Anoka County Juvenile Center in Lino Lakes, Anoka County, Minnesota.
- (5) "Facility Superintendent" means the Anoka County employee assigned to manage and direct the operations of the Facility, or his/her designee.
- (6) "Joint Contract Bed" means a Contract Bed that Anoka County reserves for the shared use by two Member Counties for secure detention or **programming** of juvenile offenders and for which each of the two Member Counties guarantees to make payment, whether or not used by that Member County.
- (7) "Member County" means any of the following counties that enter into this Agreement: Anoka County, Chisago County, Isanti County, Kanabec County, Mille Lacs County, Pine County, Sherburne County, Washington County and Wright County.
- (8) "Non-Member County" means a county that is not a party to this Agreement.
- (9) "Unreserved Bed" means a Facility bed other than a Contract Bed.
- (10) "Prior Agreement" means the Joint Powers Agreement between the member counties and others in effect from January 1, 2012 until December 31, 2021 which served the same purpose as this Agreement.

ARTICLE II Purpose

This Agreement has been executed for the purpose of jointly addressing the Member Counties' long-term needs for secure juvenile detention and treatment facility capacity.

ARTICLE III Term

Section 3.01: Automatic Termination of Prior Agreement.

Adoption of this Agreement by all the member counties shall automatically terminate all prior agreements effective December 31, 2021.

Section 3.02: Commencement Date and Term of This Agreement.

This Agreement shall commence on January 1, 2022, notwithstanding the dates of the signatures of the parties, and shall continue in full force and effect until December 31, 2026 unless earlier terminated by the parties pursuant to Article IX of this Agreement.

Section 3.03: Automatic Renewal Term.

This Agreement shall automatically renew for a period of five years effective January 1, 2027 unless the parties notify one another of their intent to terminate **their participation in this agreement, prior to January 1, 2026**. This Agreement may be renewed subsequently by written agreement of Anoka County and any or all of the other Member Counties for such period of time as may be agreed upon and to perform all of its obligations under this Agreement.

**ARTICLE IV
Delegation of Authority**

The Member Counties hereby delegate to Anoka County all authority necessary and convenient **to equip, own,** maintain and operate the Facility in accordance with the terms of this Agreement. Anoka County shall have all authority necessary or convenient to accomplish the purpose of this Agreement.

**ARTICLE V
Rights and Obligations of Anoka County**

Section 5.01: Ownership of the Facility.

The Facility is owned by Anoka County and constructed on property owned by Anoka County at the site of the Anoka County Juvenile Center in Lino Lakes, Anoka County, Minnesota. The Facility is designed and constructed with three living units for twelve juveniles each, for a total of 36 beds. Anoka County is responsible and in control of the method and manner used for the maintenance and repair of the facility in consultation with the Advisory Board.

Section 5.02: Operation of the Facility.

Anoka County shall provide all labor, equipment, tools, supplies and other materials necessary to operate the Facility. Anoka County specifically reserves the right to operate only the number of living units necessary to satisfy its obligations under this Agreement and all Agreements for Contract Beds. Anoka County shall maintain **and operate** the Facility in accordance with **all agreements contained within this Joint Powers Agreement and all applicable laws and rules governing its operation, including Minn. Stat. chapter 241.**

Section 5.03: Contract Beds.

Anoka County reserves for each Member County the right to use the number of Contract Beds for which it contracts in accordance with Section 6.01 of this Agreement. It is anticipated by the parties that there are two basic types of Contract Beds available: (1) beds for detention, and (2) beds for short-term programming. If a Member County reserves Contract Beds but does not use them, Anoka County will attempt to fill those Contract Beds. A Member County may purchase available bed space in excess of its Contract Beds. At the beginning of each calendar year, Anoka County shall reconcile all accounts in accordance with Section 8.04.

Section 5.04: Allocation of Unused Contract Beds.

Unused Beds are available for allocation according to the following priority:

- (1) A Member County;
- (2) Any other Non-Member County.

Anoka County will attempt to fill unused Beds in order to minimize costs to the Member Counties; provided, however, that Anoka County reserves the right to make the final decision concerning allocation of unused Beds.

ARTICLE VI

Rights and Obligations of Member Counties

Section 6.01: Agreements for Contract Beds.

Anoka County and each other Member County shall enter into an Agreement for Contract Beds as outlined in Exhibit A, attached and made a part of this Agreement. After consultation with the Advisory Committee, the allocation of Contract Beds to a Member County in Exhibit A may be modified by agreement of Anoka County and each Member County whose number of Contract Beds will be affected by the modification. Two Member Counties may be allocated a Joint Contract Bed for the shared use of the two Member Counties in accordance with the requirements of this section and Section 6.06. Agreements for Contract Beds shall be in the form of the agreement set forth in Exhibit B, attached and made a part of this Agreement. After consultation with the Advisory Committee, Anoka County and any other Member County may make modifications to the agreement set forth in Exhibit B if all parties to that agreement agree.

Section 6.02: Cooperation.

Each Member County shall cooperate and use its best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

Section 6.03: Compliance with Legal Requirements.

Each Member County agrees to comply with all legal requirements in effectuating this Agreement. Where provisions of this Agreement are in conflict with the requirements of law, the law shall control.

Section 6.04: Payments.

Each Member County shall pay equal monthly payments for all Contracted Beds based on the annualized calculation of cost associated for the number of beds each county has contracted. $((\text{Contracted Beds} \times \text{per diem} \times 365) \div 12)$. The monthly payments are established based on the per diem as established for member counties. Each Member County shall pay the full per diem rate for contracted beds even if they were unused. Additional beds used by member counties will be billed to each county based on the membership rate established at the beginning of the year. Once reconciliation of over used beds occurs Anoka County will invoice each county for beds used in excess of contracted amount. This will be done in accordance with the requirements of Article VIII and its Agreement for Contract Beds. A budget deficit will be absorbed by Member Counties as more fully set out in Section 8.04 and illustrated in Exhibit C. In addition to monthly and additional over utilized per diem payments, each Member County shall pay all additional amounts due, including but not limited to, medical, transportation, security and other special services, as specified in its Agreement for Contract Beds (Exhibit B).

Section 6.05: Joint Contract Beds.

If two Member Counties reserve a Joint Contract Bed pursuant to Section 6.02, the Joint Contract Bed shall be used on a first-come, first-served basis according to the following priority:

- (1) If a Member County has separately contracted for one or more Contract Beds, those beds shall be filled before the Member County is allowed to fill its Joint Contract Bed.

All provisions of the Agreement relating to Contract Beds shall apply to Joint Contract Beds, except:

- (1) A Member County is not entitled to use its Joint Contract Bed when it is filled by the other Member County that has contracted for use of that Joint Contract Bed.
- (2) Each Member County reserving a Joint Contract Bed shall guarantee to make monthly payments for one-half of the Joint Contract Bed, whether or not available to or used by that Member County, or if the bed was unused. Each Member County reserving a Joint Contract Bed shall be allocated one-half of any amount due for a whole Contract Bed for purposes of performing the annual reconciliation, described in Section 8.04, whether or not that bed was available to or used by that Member County.
- (3) Two Member Counties wishing to share a Joint Contract Bed shall be responsible for coordinating the equitable use of the Joint Contract Bed.
- (4) Anoka County may establish terms and conditions, in consultation with the Advisory Committee, to effectuate this provision.
- (5) If one of the two Member Counties contracting for Joint Contract Bed withdraws from this Agreement, the other Member County shall have the right of first refusal to contract for the open portion of the Joint Contract Bed. If that Member County does not wish to contract for the open portion and no other Member County wishes to contract for the open portion, the entire bed shall become an Unreserved Bed.

ARTICLE VII
Advisory Committee

Section 7.01: Establishment of Advisory Committee.

Each Board of Commissioners of each Member County shall appoint two persons to participate on an Advisory Committee and act as liaisons with the other Member Counties. The Advisory Committee shall continue throughout the duration of this Agreement. The Advisory Committee shall be advisory only and shall not be a joint powers board under Minn. Stat. § 471.59. The Facility Superintendent shall serve as an *ex officio*, non-voting member of the Advisory Committee.

Section 7.02: Duties of Advisory Committee.

The Advisory Committee shall have the following duties:

- (1) review and comment on Anoka County's proposed annual Facility operating budget and per diem charges prior to adoption by the Anoka County Board of Commissioners;
- (2) assist in the ongoing coordination of the use of the Facility, including bed usage and bed allocation;
- (3) assist in the development of the programs offered at the Facility; and
- (4) assist in other matters relating to the Facility as requested by Anoka County.

Section 7.03: Voting.

The Advisory Committee shall function by majority vote. Each Member County shall have voting privileges based on their bed membership commitment. One representative from each Member County will cast a weighted vote. All half bed members counties votes will be weighted as one vote; Counties that contract for between 1 and 2 beds, will be weighted as 2 votes; and all Counties that contract for 3 or more beds will be weighted as 3 votes. Voting will be exercised by its County Commissioner, its Director, or appointed alternate to the County Commissioner or the Director. Only one representative of a member County needs to be present in order to cast that Member County's weighted vote. Voting by proxy shall not be allowed.

Section 7.04: By-laws.

The Advisory Committee shall have the authority to adopt by-laws if deemed necessary or desirable to conduct the business of the Advisory Committee. The by-laws shall be consistent with this Agreement and the requirements of law.

Section 7.05: Chair and Vice-Chair.

The Advisory Committee shall have an elected chair and vice-chair. The chair and vice-chair shall be elected by the Advisory Committee from its membership for terms of two years. The chair shall preside at all meetings of the Advisory Committee and shall perform other duties and functions as may be determined by the Advisory Committee. The vice-chair shall preside over and act for the chair during the absence of the chair. If both the chair and vice-chair are absent, the Advisory Committee may elect a temporary chair to conduct its business.

Section 7.06: Meetings.

The Advisory Committee shall meet according to a schedule to be established by the Advisory Committee. Upon reasonable notice to all Member Counties, special meetings may be called by the chair or, upon request, by any two Member Counties.

**ARTICLE VIII
Funding**

Section 8.01: Annual Budget.

Anoka County shall prepare an annual operating budget for the Facility for the following calendar year and present it to the Advisory Committee for review and comment. The operating budget shall include all anticipated costs, including but not limited to: estimated costs and expenses for the operation and maintenance of the Facility and an estimate of all costs and expenses related to Anoka County's other obligations under this Agreement. Anoka County may charge for contribution to a self-insurance risk pool. Revenues from Non-Member Counties for surcharges established in accordance with Section 8.02 shall be reflected in the proposed operating budget for the next calendar year. Prior to adoption of said annual operating budget, the Anoka County Board of Commissioners shall consider any comments and recommendations made by the Advisory Committee.

Section 8.02: Per Diem Rates.

Anoka County, in consultation with the Advisory Committee, may compute the per diem rate based on the occupancy rate, depending on the circumstances existing at the time. The per diem charge for use of the Facility shall be calculated annually by dividing the approved operating budget by 365 days and then by the estimated occupancy rate of beds for the upcoming year.

In addition to the per diem rate, Non-Member Counties may be required to pay an additional per diem surcharge established by the Anoka County Board of Commissioners. The method of computing said surcharge shall be established by the Anoka County Board of Commissioners in consultation with the Advisory Committee and shall take into consideration all additional administrative costs incurred by Anoka County as a result of providing a bed to a Non-Member County and the additional Debt Service incurred by the Member Counties because the Non-Member County's State grant monies were not allocated for construction of the Facility.

Section 8.03: Payment.

Each Member County shall make payments for all amounts due as outlined on the Anoka County Invoice in accordance with this Agreement and its Agreement for Contract Beds. On a monthly basis, each Member County shall pay one twelfth of the annual rate for their selected contract beds. This equates to twelve equal monthly payments based on the contracted number of beds as calculated using the approved annual per diem rate. The monthly invoice shall also include charges for specially-arranged services not paid directly by the Member County.

At the beginning of each calendar year, Anoka County shall prepare an annual reconciliation of accounts in accordance with Section 8.04 and bill each Member County for its share of any beds used over and above the contracted number paid for through the monthly installment as specified above. In accordance with Section 8.04, each Member County also shall pay for its share of any per diem shortfall created because Unreserved Beds were not used.

Each Member County shall submit payment to Anoka County within thirty-five (35) days following the invoice date.

Section 8.04: Annual Reconciliation of Accounts.

At the beginning of each calendar year, Anoka County shall reconcile the accounts of the member counties. Anoka County shall identify any per diem shortfall for Contracted Beds and Unreserved Beds. If such a shortfall exists, Anoka County will allocate the shortfall among the Member Counties using a two-step computation.

Step One: Anoka County will ensure that all contracted beds have been paid based on the monthly installments agreed upon by each member county. Anoka County will determine the number of beds used by each member county. If a county has used more than the contracted number already covered by the monthly payments Anoka County will bill the member county, at the member per diem rate, for over utilized beds.

In the case of a Joint Contract Bed, Anoka County will ensure that the joint contract beds have been paid based upon the monthly installments agreed upon by the joint counties. If the joint counties have used more than the contracted number already covered by the monthly payments, Anoka County will bill the joint counties in proportional shares based upon the overutilization of the contracted joint bed. Each Joint Member County shall submit payment to Anoka County for all over utilized beds.

Step Two: Once each Member County's individual bed use has been accounted for and all member county over utilized beds have been accounted for, Anoka County shall determine whether a per diem shortfall exists for Unreserved Beds. If such a shortfall exists, each Member County shall be charged a share of the remaining per diem shortfall for that calendar year.

The unreserved per diem shortfall remains the financial responsibility of the member counties. The responsibility shall be distributed based on the bed contract percentage computed against the total beds reserved by the membership. The percentages are listed in Exhibit A.

In contrast, it may be determined that a per diem surplus exists because Anoka County was able to sell Unreserved Beds or Contracted Member beds in excess of the number it projected when it set the per diem charge. In that event, Anoka County will rebate a share of the surplus to each

Member County based upon the bed contract percentage computed against the total beds reserved by the membership. For this purpose, the rebated share shall mean: (a) the total per diem surplus, divided by (b) the total number of Contract Beds and the Unreserved Beds purchased by all Member Counties in the prior calendar year, and multiplied by (c) the total number of Contract Beds and Unreserved Beds purchased by the individual Member County in the prior calendar year. **Any annual surplus funds may be divided between the applicable reserve funds as determined by the Advisory Committee.**

Computations for the annual reconciliation shall be performed in a manner consistent with the example set forth in Exhibit C.

Section 8.05: Accountability for Funds.

All funds shall be strictly accounted for according to generally accepted accounting principles. Anoka County shall report to the Advisory Committee at least annually on all receipts and disbursements related to this Agreement.

**ARTICLE IX
Withdrawal and Termination**

Section 9.01: Withdrawal.

A Member County may withdraw from this Agreement and its Agreement for Contract Beds, under one of the following conditions:

- (1) With or without cause, with one years' prior written notice to Anoka County and the Chair of the Advisory Committee, effective January 1 of the following year. or
- (2) With one years' prior written notice to Anoka County and the Chair of the Advisory Committee, effective January 1 if, excluding amounts for liability costs included pursuant to Section 10.01, Anoka County increases the per diem charge by more than the greater of the following:
 - (a) 9% of the previous year's per diem charge; or
 - (b) the increase in the Minneapolis/St. Paul Consumer Price Index-All Urban Consumer (CPIU) published by the Bureau of Labor Statistics; or
- (3) In the event an uncontrollable circumstance as defined in Article XII causes a shutdown of the Facility for a period of more than six (6) months.
- (4) Anoka County may withdraw from this Agreement with one years' prior written notice to each member county, effective January 1 of the following year, only when it is uneconomical or impractical to continue operation of the facility which shall be determined solely by Anoka County.

Section 9.02: Effect of Withdrawal.

In the event of withdrawal by any party, this Agreement shall remain in full force and effect as to all remaining Member Counties. Withdrawal shall not act to discharge any liability incurred or chargeable to any Member County before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement. The withdrawing county shall be deemed a Non-Member County under this Agreement and said withdrawing county's Agreement for Contract Beds shall automatically terminate upon the effective date of withdrawal.

Section 9.03: Termination.

This Agreement shall terminate upon the occurrence of any one of the following events:

- (1) When parties withdraw pursuant to Section 9.01, making it impractical or uneconomical to continue, in the judgment of Anoka County in consultation with the Advisory Committee;
- (2) When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction;
- (3) When all of the Member Counties agree, by resolution, to terminate the Agreement;
- (4) Upon damage or destruction of the Facility, if Anoka County, in its sole determination, determines that it is impractical or uneconomical to repair, restore or rebuild the Facility;
- (5) Upon the termination date herein unless renewed by written agreement of the parties.

Section 9.04: Effect of Termination; Distribution of Property.

Termination shall not discharge any liability incurred by Anoka County or the other Member Counties prior to termination of this Agreement. Upon termination of this Agreement, Anoka County shall retain all right, title, interest and ownership in the Facility and the Facility site;

**ARTICLE X
Liability and Insurance**

Section 10.01: Liability

Each party shall be responsible for its own acts and those of its elected officials, employees, agents, and subcontractors and the results thereof, and shall not be responsible for the acts of any other party, its elected officials, employees, agents, or subcontractors and the results thereof, except as otherwise provided in this Agreement. Claims, liabilities, obligations, losses, expenses (including reasonable attorney and other professional fees), judgments, and costs paid or incurred by Anoka County, which arise out of its performance or failure to perform its duties under this Agreement or the Agreements for Contract Beds, shall be included in the annual operating budget for the next calendar year, to the extent not covered by insurance proceeds or a self-insurance risk pool dedicated to the Facility. Amounts included in the annual operating budget under this section shall be pro-rated so that the total costs passed through to the Member Counties do not exceed 10% of the annual operating budget.

Section 10.02: Insurance.

Anoka County may purchase and maintain such insurance as will protect Anoka County and other Member Counties against risk of loss or damage to the Facility and Facility site and any improvements located thereon and against claims which may arise from the construction, operation, use or maintenance of the Facility and any other activities contemplated by this Agreement and Agreements for Contract Beds. The cost of any such insurance shall be included in the annual operating budget established pursuant to Section 8.02.

ARTICLE XI

Facility Modification, Reconstruction

In the event of damage to or destruction of the Facility or in the event that Anoka County is required to modify the Facility in order to comply with law, Anoka County may undertake the repair, restoration, rebuilding or modification of the Facility in consultation with the Advisory Committee. To the extent that insurance proceeds are not available to pay the costs of such repair, restoration, rebuilding, or modification, each Member County shall cooperate, upon the request of Anoka County, in the issuance of additional indebtedness in an amount sufficient to pay the cost of such repair, restoration, rebuilding or modification. The Member County shall not approve the authorization of additional indebtedness without the approval of the Member County's Board of Commissioners. If the Member County does not agree to the incurred indebtedness, Anoka County may cancel the agreement as set forth herein, or incur the debt and absorb all costs related to the same. All amounts, less any insurance proceeds, expended by Anoka County in connection with such repair, restoration, rebuilding or modification shall be considered Debt Service payments to be included in the per diem charges established pursuant to Section 8.02.

ARTICLE XII

Uncontrollable Circumstances/Acts of God

The occurrence or non-occurrence of acts or events beyond the reasonable control of a party shall excuse that party's performance of obligations under this Agreement to the extent that the uncontrollable circumstance materially adversely affects that party's ability to perform pursuant to the terms outlined in Article IX Withdrawal and Termination, specifically § 9.01 through 9.03.

Uncontrollable circumstances shall include but not be limited to the following:

- (1) Acts of God, including, but not limited to, floods, ice storms, blizzards, tornadoes, landslides, lightning, earthquakes, unusually severe weather, riots, insurrections, war or civil disorder affecting the performance of work, blockades, delays or defaults caused by public carriers, power or other utility failure, environmental emergencies, epidemics, pandemics, fires and explosions;
- (2) The adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement;

- (3) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the operation, construction, maintenance or reconstruction of the Facility;
- (4) Orders and/or judgment of any federal, state, or local court, administrative agency, or governmental body; or
- (5) Strikes or labor disputes.

Cost increases experienced by Anoka County in performing its obligations under this Agreement or the Agreements for Contract Beds caused by an uncontrollable circumstance shall be passed through to the Member Counties in the annual operating budget in the following calendar year. Anoka County, after consultation with the Advisory Board shall take steps to mitigate the loss incurred. If the Member County does not have the financial ability to incur the additional costs, they may withdraw from the agreement as set forth in Article IX.

ARTICLE XIII
General Provisions

Section 13.01: Entire Agreement, Amendment.

This Agreement contains the entire agreement of the Member Counties and shall supersede all oral and written agreements and negotiations by the parties relating to the subject matter of this Agreement. This Agreement may be amended only by written agreement of all Member Counties.

Section 13.02: Severability.

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 13.03: Notice.

All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed by U.S. Mail, at the following addresses:

Anoka County: Dylan Warkentin, Director
Anoka County Community Corrections
2100 Third Avenue, Suite C100
Anoka, MN 55303

Benton County: Deb Anderson, District Supervisor
Benton County Community Corrections
300 East Saint Germain Street
St. Cloud, MN 56304

Chisago County: Amy Chavez, Director
Chisago County Court Services

313 North Main Street, Room 124
Center City, MN 55012

- Isanti County: Timothy A. MacMillan, Director
Isanti County Probation
555 18th Ave. SW
Cambridge, MN 55008
- Kanabec County: Todd Eustice, Director
Kanabec County Court Services
18 North Vine Street, Suite 233
Mora, MN 55051
- Mille Lacs County: Deb Anderson, District Supervisor
Mille Lacs County Court Services
225 6th Avenue SE
Milaca, MN 56353
- Pine County: Terry Fawcett, Director
Pine County Probation
635 Northridge Dr NW
Pine City, MN 55063
- Sherburne County: J. Hancuch, Director
Sherburne County Community Corrections
Sherburne County Government Center
13880 Business Center Drive
Elk River, MN 55330-4601
- Stearns County: Becky Bales Cramlet, Director
Stearns County Community Corrections
705 Courthouse Square #445
St. Cloud, MN 56303
- Washington County: Terry Thomas, Director
Washington County Community Corrections
14949 62nd Street North
PO Box 6
Stillwater, MN 55082-0006
- Wright County: Michael MacMillan, Director
Wright County Court Services
Wright County Government Center
10 NW Second Street
Buffalo, MN 55313

The addressees listed in this section shall be the authorized representatives of the parties for purposes of sending and receiving notices and communications required or permitted pursuant

to this Agreement. Any party may change its address or authorized representative by written notice delivered to the other parties pursuant to this section.

Section 13.04: Independent Contractor.

For the purposes of the Agreement, each of the parties shall be deemed to be independent contractors and not employees of any of the other parties. Any and all agents, servants, or employees of a party or other persons, while engaged in the performance of any work or services required to be performed by a party under the Agreement, shall not be considered employees of any other party for any purpose.

Section 13.05: Damages.

In the event of a party's failure to perform obligations under this Agreement or an Agreement for Contract Beds, that party shall be liable to the other parties for any and all damages reasonably sustained by the other parties as a result of such failure.

Section 13.06: Failure to Pay.

If Member County's payment due under this Agreement or the Agreement for Contract Beds becomes delinquent by 120 days or more, Anoka County may refuse to admit Juveniles from the Member County until the Member County's account becomes current and the Member County's Contract Bed becomes available.

Section 13.07: Remedies Cumulative.

All remedies provided for herein or otherwise available at law or equity shall be cumulative. The election of any remedy shall not bar other remedies available to the party.

Section 13.08: Waiver of Default.

The waiver of any default by any party, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. The making or acceptance of a payment by any party with knowledge of the existence of a default shall not operate or be construed to operate as a waiver of any subsequent default.

Section 13.09: Subcontracts, Assignment

A Member County, other than Anoka County, may not subcontract, assign or otherwise transfer its obligations under this Agreement. Anoka County shall not be relieved of any of its obligations under this Agreement by virtue of any such subcontract, assignment or transfer.

Section 13.10: Successors.

Each Member County binds itself and its successors, legal representatives, and assigns to the other parties and to the partners, successors, legal representatives, and assigns of such other parties, in respect to all rights and obligations under this Agreement.

Section 13.11: Counterparts.

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

COUNTY OF BENTON

By: _____
Rhonda Sivarajah
County Administrator

By: _____
Ed Popp, Chair
County Board of Commissioners

Dated: _____

Dated: _____

Approved as to Form and Execution:

ATTEST

By: _____
Nancy Norman Sommer
Assistant County Attorney

By: _____
Montgomery Headley
County Administrator

Dated: _____

Dated: _____

Approved as to Form and Execution:

By: _____
Phillip Miller
County Attorney

COUNTY OF CHISAGO

By: _____
Chris DuBose, Chair
County Board of Commissioner

Dated: _____

ATTEST:

By: _____
Chase Burnham
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Janet Reiter
County Attorney

Dated: _____

COUNTY OF ISANTI

By: _____
Susan Morris, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Julia Lines
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Jeffery R. Edblad
County Attorney

Dated: _____

COUNTY OF KANABEC

By: _____
Gene Anderson, Chair
County Board of Commissioner

Dated: _____

ATTEST:

By: _____
Kristine McNally
County Coordinator/Executive Secretary

Dated: _____

Approved as to Form and Execution:

By: _____
Barbara McFadden
County Attorney

Dated: _____

COUNTY OF MILLE LACS

By: _____
David Oslin, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Holly Wilson
Interim County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Joe Walsh
County Attorney

Dated: _____

COUNTY OF PINE

COUNTY OF SHERBURNE

By: _____
Steven M. Hallan, Chair
County Board of Commissioners

By: _____
Raeanne Danielowski, Chair
County Board of Commissioners

Dated: _____

Dated: _____

ATTEST:

ATTEST:

By: _____
David Minke
County Administrator

By: _____
Bruce Messelt
County Administrator

Dated: _____

Dated: _____

Approved as to Form and Execution:

Approved as to Form and Execution:

By: _____
Reese Frederickson
County Attorney

By: _____
Kathleen A. Heaney
County Attorney

Dated: _____

Dated: _____

By: _____
Matt Ludwig
County Board of Commissioners
ECRJC Committee Representative

COUNTY OF STEARNS

By: _____
Tarryl Clark, Chair
County Board of Commissioner

Dated: _____

ATTEST:

By: _____
Michael Williams
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Janelle P. Kendall
County Attorney

Dated: _____

COUNTY OF WASHINGTON

COUNTY OF WRIGHT

By: _____
Lisa Weik, Chair
County Board of Commissioners

By: _____
Mark Daleiden, Chair
County Board of Commissioners

Dated: _____

Dated: _____

ATTEST:

ATTEST:

By: _____
Kevin Corbid
County Administrator

By: _____
Lee Kelly
County Coordinator

Dated: _____

Dated: _____

Approved as to Form and Execution:

By: _____
Mike MacMillan
Court Services Director

By: _____
Peter Orput
Assistant County Attorney

Approved as to Form and Execution:

Dated: _____

By: _____
Brian Lutes
County Attorney

Dated: _____

Exhibit A**(Reserved Beds)**

County	Beds	Percentage
Anoka	5	22.25%
Benton	1	4.5%
Chisago	2	9%
Isanti	1	4.5%
Kanabec	.5	2%
Mille Lacs	2	9%
Pine	1	4.5%
Sherburne	1	4.5%
Stearns	1	4.5%
Washington	5	22.25%
Wright	3	13%
Total	22.5	100%

EXHIBIT B

Anoka County Contract No.

**AGREEMENT
BETWEEN _____ COUNTY AND ANOKA COUNTY
FOR CONTRACT BEDS**

THIS CONTRACT is made and entered into between _____ County, a political subdivision of the State of Minnesota, and Anoka County, a political subdivision of the State of Minnesota.

WHEREAS, the parties have entered into a joint powers agreement dated January 1, 2022, for the operation of the East Central Regional Secure Juvenile Detention and Treatment Facility; and

WHEREAS, _____ wishes to reserve beds for secure detention and treatment for juvenile offenders; and

WHEREAS, Anoka County desires and is able to provide the above stated services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following:

**ARTICLE I
Definitions**

In the interpretation of this contract, the following definitions shall have the meanings given to them.

- (1) "Advisory Committee" means the committee created by the Joint Powers Agreement in Section 7.01.
- (2) "Contract Bed" means **minimum of ____ Facility bed** which Anoka County reserves for use by the Placing County for secure detention or treatment of juvenile offenders and for which the Placing County guarantees to make payment, whether or not used by the Placing County.
- (3) "Emergency Medical Treatment" means medical treatment for a condition which, in the judgment of the physician or staff in attendance, is life-threatening unless immediate action is taken, or constitutes a substantial injury.
- (4) "Facility" means the secure juvenile detention and treatment facility at the East Central Regional Juvenile Center located in Lino Lakes, Anoka County.
- (5) "Facility Superintendent" means the Anoka County employee assigned to manage and direct the operations of the Facility, or his/her designee.

- (6) "Joint Powers Agreement" means the Joint Powers Agreement for Secure Juvenile Detention and Treatment Facility, dated January 1, 2022.
- (7) "Juvenile" means a male or a female through age 18, who has been taken into custody for a criminal offense or violation of probation, or a male or a female regardless of age who remains under the jurisdiction of the Juvenile Court. Children in Need of Protection or Services (CHIPS) shall not be admitted under this contract, unless they are charged with a criminal offense.
- (8) "Juvenile Day" means a twenty-four (24) hour period in which a Juvenile is admitted to the Facility. The day of admission, notwithstanding the hour of admission, shall be deemed the first Juvenile Day. The day of release, notwithstanding the hour of release, shall not be deemed a Juvenile Day.
- (9) "Local Law Enforcement" means personnel from the _____ County _____ Department and police departments located within _____ County.
- (10) "Per Diem" shall mean the charge per Juvenile Day established annually by the Anoka County Board of Commissioners pursuant to Section 8.02 of the Joint Powers Agreement.
- (11) "Placing County" means _____ County.
- (12) "Placing County Corrections Staff" means an employee of the _____ County _____ Department.
- (13) "Referring Agent" means Placing County Corrections Staff or Local Law Enforcement, when accompanied with an arrest hold, court order or warrant for detention of a Juvenile.
- (14) "Short-Term Bed" means a bed for detention, or for treatment with placement not to exceed 90 days.

ARTICLE II
Term of the Contract and Renewal

Section 2.01: Term.

The term of the contract shall begin on January 1, 2022 and shall continue until December 31, 2026 which shall automatically renew for an additional period of five years beginning January 1, 2027, unless terminated by the parties pursuant to Article XI of this contract or upon the withdrawal of the Placing County under the joint powers agreement.

Section 2.02: Renewal.

This contract may be renewed by written agreement of Anoka County and the Placing County for such period of time as may be agreed upon assuming the Placing County is a Member of the joint powers agreement.

ARTICLE III
Services Provided

Section 3.01: Services.

Anoka County shall reserve _____ Beds for use by the Placing County for secure detention and/or treatment of Juvenile offenders.

Section 3.02: Objectives.

The objective of this contract is to ensure the safety and security of the general public and of the detained Juvenile.

Section 3.03: Location.

The location of the services to be provided through this contract is:

_____ East Central Regional Juvenile Center
7565 Fourth Avenue
Lino Lakes, MN 55014-1097

Section 3.04: Basic Program Services.

Anoka County shall provide basic program services to Juveniles admitted to the Facility in accordance with the programming established by Anoka County in consultation with the Advisory Committee.

**ARTICLE IV
Payment for Services**

Section 4.01: Charge for Basic Services.

The Placing County shall pay the membership rate for contracted beds as set forth in the joint powers agreement for each Bed reserved. The Placing County shall also pay a Per Diem charge for each Juvenile Day for beds used in excess of its reserved number of beds. The Per Diem charge shall include all direct service and administrative costs for the Juvenile's room and board and basic program services. The per diem charge will be paid to Anoka County in 12 equal monthly installments based on the number of reserved beds agreed upon.

At the beginning of each calendar year, Anoka County shall prepare an annual reconciliation of accounts and bill the Placing County in accordance with Section 8.04 of the Joint Powers Agreement. The Placing County shall submit payment to Anoka County within thirty-five (35) days of the invoice date assuming that the Placing County agrees the reconciliation.

Section 4.02: Cost of Specially-Arranged Services.

The Per Diem charge shall not include specially-arranged services, such as medical, psychological or psychiatric services, transportation, or guard services required to maintain security during a Juvenile's hospitalization. The Placing County shall pay for such specially-arranged services directly to the vendor providing the service or reimburse Anoka County for the costs incurred, as appropriate.

Section 4.03: Invoices.

Anoka County shall, within fifteen (15) working days following the last day of each calendar month in which services were provided, submit an invoice and request for payment to:

The invoice shall include a statement of the number of Juvenile Days the bed was used and the name of the Juvenile placed. The invoice shall also itemize any amounts due for specially-arranged services.

Section 4.04: Payment Procedure.

The Placing County shall make payment to Anoka County within thirty-five (35) days of the invoice date assuming there are no errors in the billing. If the invoice is incorrect, defective, or otherwise improper, the Placing County will notify Anoka County within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Anoka County, the Placing County will make payment within thirty-five (35) days of the corrected invoice date.

Section 4.05: Final Payment.

Final payment shall not be made until the Placing County is satisfied that Anoka County has complied with the provisions of Minn. Stat. § 290.92. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement.

ARTICLE V
Specially-Arranged Services

Section 5.01: Non-Emergency Medical Treatment.

If Anoka County determines that a Juvenile admitted under this contract is in need of non-emergency medical treatment, Anoka County shall attempt to utilize family insurance to obtain such treatment. In the event that the cost is not paid by the family insurance, Anoka County will forward the invoice for said medical treatment to the Placing County for payment to the provider pursuant to Section 5.05. In the event that family insurance is not available and the cost of the non-emergency medical treatment is estimated to cost more than twice the current per diem charge, Anoka County shall contact the Placing County Corrections Staff for prior authorization for such treatment.

Section 5.02: Emergency Medical Treatment.

In the event a Juvenile admitted to the Facility under this contract requires Emergency Medical Treatment that does not require hospitalization, Anoka County shall notify Placing County Corrections Staff the next working day.

In the event a Juvenile admitted to the Facility under this contract requires Emergency Medical Treatment that requires hospitalization, Anoka County shall notify Placing County Corrections Staff through the Placing County's sheriff dispatcher at _____(phone number).

Section 5.03: Guard Services.

Anoka County shall not be responsible to provide guard services to Juveniles who require hospitalization unless agreed to by both parties to this contract. Such guard services may include an additional charge to be agreed upon by the parties.

Section 5.04: Other Specially-Arranged Services.

The Placing County shall be responsible for the arrangement of all other specially-arranged services, including but not limited to, psychological services, psychiatric services or transportation.

Section 5.05: Billing for Specially-Arranged Services.

Any unpaid specially-arranged services provided to a Juvenile placed in the Facility under this contract shall be the responsibility of the Placing County. Anoka County shall have no responsibility for billing parents, guardians or other responsible parties for medical bills or any other specially-arranged services.

ARTICLE VI Admission/Discharge Standards

Section 6.01: Requirement of Court Order, Warrant, or Arrest Hold.

Anoka County shall not admit Juveniles unless transported to the Facility by a Referring Agent who has a court order, warrant, or arrest hold. The Referring Agent shall call the Facility at least 30 minutes prior to the estimated time of arrival to verify that appropriate bed space is available.

Section 6.02: Notification of Placing County Corrections Staff.

Anoka County shall notify Placing County Corrections Staff by the next business day of Juveniles admitted by a Referring Agent other than the Placing County Corrections Staff.

Section 6.03: Refusal of Admission.

Anoka County may refuse to admit a Juvenile under this contract where, in the reasonable belief of the Facility Superintendent, the Juvenile cannot be physically maintained at the Facility because of the Juvenile's physical or mental condition.

Section 6.04: Notice of Discharge.

In the case where the Placing County is using Short-Term Beds in excess of its reserved number of Short-Term Beds, and Anoka County needs to discharge a Juvenile being held for detention purposes in order to satisfy its duty to provide a reserved bed to another county, Anoka County shall give Placing County Corrections Staff at least 48 hours notice. Upon receipt of notice, the Placing County shall promptly remove the discharged Juvenile.

Section 6.05: Discharge Required by Law.

The Placing County shall be responsible for complying with all legal requirements needed to hold the Juvenile in the Facility. In the case where the Placing County has not completed all legal requirements necessary to continue to hold a Juvenile admitted to the Facility or a court order requires the discharge of a Juvenile, the Placing County shall promptly make arrangements to remove the Juvenile from the Facility.

ARTICLE VII Reporting Requirements

Section 7.01: Reports by Anoka County.

The Referring Agent shall provide to Anoka County all information required on the Anoka County intake detention report form provided by Anoka County. Anoka County shall maintain all intake detention reports required under Minnesota law and provide said reports to Placing County Corrections Staff upon request.

Section 7.02: Notification of Continued Detention Status.

After a hearing on the continued detention of a Juvenile detained at the Facility, Placing County Corrections Staff shall notify the Facility before 5:00 p.m. on the same business day, whether or not the Juvenile will return to the Facility. If the Placing County Corrections Staff fails to notify the Facility within the time specified in this section, the Juvenile shall be considered discharged from the Facility.

ARTICLE VIII
**Probable Cause/
Other Juvenile Court Statutory Requirements**

Section 8.01: Probable Cause Requirements.

Anoka County shall not be responsible for meeting the requirement to file a finding of probable cause for detention of Juveniles detained under this contract.

Section 8.02: Other Juvenile Court Statutory Requirements.

Anoka County shall not be responsible for compliance with any juvenile court statutory requirements except for those specifically directed at juvenile detention facilities.

ARTICLE IX
Compliance with Laws/Standards

Section 9.01: Requirements of Law.

Anoka County and the Placing County shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this contract.

Section 9.02: Licenses and Permits.

Anoka County shall be responsible for obtaining and maintaining all licenses, permits or other rights required for the provision of services under this contract.

Section 9.03: Governing Law.

This contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All judicial proceedings related to this contract shall be venued in the Tenth Judicial District of the State of Minnesota.

ARTICLE X
Default and Remedies

Section 10.01: Damages.

In the event of a party's failure to perform obligations under this contract, that party shall be liable to the other party for any and all damages reasonably sustained by the other party as a result of such failure.

Section 10.02: Failure to Pay.

If the Placing County's undisputed payment due under this contract becomes delinquent by 120 days or more, Anoka County may refuse to admit Juveniles from the Placing County until the Placing County's account becomes current and the Placing County's Contract Bed becomes available.

Section 10.03: Remedies Cumulative.

All remedies provided for herein or otherwise available at law or equity shall be cumulative. The election of any remedy shall not bar other remedies available to the party.

Section 10.04: Waiver of Default.

The waiver of any default by a party, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. The making or acceptance of a payment by a party with knowledge of the existence of a default shall not operate or be construed to operate as a waiver of any subsequent default.

Section 10.05: Force Majeure.

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to an uncontrollable circumstance as defined in Article XII of the Joint Powers Agreement.

**ARTICLE XI
Withdrawal/Termination**

Section 11.01: Withdrawal.

The Placing County may withdraw from this contract in accordance with the procedures, terms and conditions set forth in Article IX of the Joint Powers Agreement.

Section 11.02: Termination.

This contract may be terminated in accordance with the procedures, terms and conditions set forth in Article IX of the Joint Powers Agreement.

**ARTICLE XII
General Provisions**

Section 12.01: Entire Agreement, Amendment.

This contract and the Joint Powers Agreement contain the entire agreement of Anoka County and the Placing County and shall supersede all oral and written agreements and negotiations by the parties relating to the subject matter of this contract. This contract may be amended only by written agreement of Anoka County and the Placing County, in consultation with the Advisory Committee.

Section 12.02: Severability.

The provisions of this contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the contract is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this contract.

Section 12.03: Liaison.

To assist the parties in the day-to-day performance of this contract and to develop service, ensure compliance, and provide ongoing consultation and coordination, Anoka County and the Placing County shall each designate a liaison. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of the execution of this contract the following persons are the designated liaisons:

Anoka County Liaison: Superintendent Name Telephone: _____

Placing County Liaison: _____ Telephone: _____

Section 12.04: Independent Contractor.

For the purposes of this contract, both parties shall be deemed to be independent contractors and not employees of the other party. Any and all agents, servants, or employees of a party or other persons, while engaged in the performance of any work or services required to be performed by a party under this contract, shall not be considered employees of the other party for any purpose.

Section 12.05: Subcontracts, Assignment.

The Placing County may not subcontract, assign or otherwise transfer its obligations under this contract.

Section 12.06: Successors.

The Placing County and Anoka County each binds itself and its successors, legal representatives, and assigns to the other party and to the partners, successors, legal representatives, and assigns of such other party, in respect to all rights and obligations under this contract.

Section 12.07: Liability.

Each party shall be responsible for its own acts and those of its elected officials, employees, agents, and subcontractors and the results thereof, and shall not be responsible for the acts of any other party, its elected officials, employees, agents, or subcontractors and the results thereof, except as otherwise provided in this contract and the Joint Powers Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date(s) indicated below.

COUNTY OF _____

COUNTY OF ANOKA

By: _____
_____ Chair
County Board of Commissioners

By: _____
Rhonda Sivarajah
Anoka County Administrator

Dated: _____

Dated: _____

ATTEST:

By: _____

Title: _____

Dated: _____

Approved as to Form and Execution:

Approved as to Form and Execution:

By: _____

By: _____
Nancy Norman Sommer
Assistant County Attorney

Title: _____

Dated: _____

Dated: _____

EXHIBIT C**Revenue Shortfall Example**

- With a 22.5 Bed Membership using a 31 bed scenario
- By RJC Member County **Contracted beds %**
- Budget at 31 and sell 29 leaving a 2 bed shortfall (\$218,060)

County	Beds	%	\$ Shortfall
Anoka	5	22.25	\$48,518
Benton	1	4.5	\$ 9,813
Chisago	2	9	\$19,625
Isanti	1	4.5	\$ 9,813
Kanabec	.5	2	\$ 4,361
Mille Lacs	3	9	\$19,625
Pine	1	4.5	\$ 9,813
Sherburne	1	4.5	\$ 9,813
Stearns	1	4.5	\$ 9,813
Washington	5	22.25	\$48,518
Wright	3	13	\$28,348

EXHIBIT D

ORIGINAL STATE GRANT MONIES

Anoka	\$923,275
Benton	125,732
Chisago	113,508
Isanti	115,989
Kanabec	65,958
Mille Lacs.....	86,550
Pine	99,638
Sherburne	140,892
Stearns (50%).....	235,085
Washington (50%)	220,370
Wright	<u>227,454</u>
Total	\$2,354,451



AGENDA REQUEST FORM

Date of Meeting: July 21, 2021

- County Board**
 - Consent Agenda
 - Regular Agenda 5 mins. ___ 10 mins. **x** ___ 15 mins. ___ Other ___
- Personnel Committee**
- Other** ___ **Committee of the Whole** _____

Agenda Item: Pine County Solid Waste Ordinance

Department: Solid Waste

Caleb Anderson
Department Head signature

Background information on Item:

Minnesota Statute Chapters 400, 145, 115A, and 116 delegate counties in Minnesota to manage solid waste to promote the health, welfare, and safety of the public and protect the environment. To better manage solid waste, the Pine County Board adopted a Solid Waste Ordinance in November of 1990. The ordinance has not been significantly revised or reviewed since adoption and portions of the ordinance are not currently followed or enforced. The most recent amendment was in 2015 and that was only to allow the collection of a solid waste fee.

Key provisions of the current ordinance relate to:

- Licensing solid waste management facilities, which includes landfills, transfer stations, solid waste incineration facilities, compost facilities, etc.
- Licensing of solid waste haulers
- Management of solid waste storage on property (commercial, residential, etc.)

A staff review of the current ordinance indicates that portions are out of date and would likely not withstand a legal challenge. The 30-year-old ordinance also does not accurately reflect the current solid waste environment.

Action Requested:

Consider appointing a committee of two commissioners to work with staff to review the current ordinance and make recommendations for updates. The scope of the work does not fit well into any existing county board committee, so the board may want to consider appointing an adhoc committee for this specific task.

Financial Impact:

It is contemplated that any work will be completed by existing staff within existing budgets.

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PINE COUNTY SOLID WASTE ORDINANCE

An ordinance authorizing and providing for County Solid Waste Management, establishing powers and duties in connection therewith, establishing standards and requirements for solid waste management operations within the County of Pine, requiring a license for establishment and use of a solid waste management operation; embodying minimum standards and requirements established by rules of the Minnesota Pollution Control Agency; providing for enforcement of said requirements; requiring a performance bond and insurance; and imposing penalties for failure to comply with these provisions; in purpose and object to promote health, welfare and safety of the public and protect resources of water, air and land pursuant to Minnesota Statutes, Chapters 115, 115A, 116 and 400.

The County Board of Commissioners of the County of Pine, hereinafter referred to as the County Board, does ordain:

SECTION I. DEFINITIONS. Unless specifically altered, terms and abbreviations used in this ordinance shall be interpreted in a manner consistent with Minnesota Statutes, Chapters 115, 115A, 116 and 400 and rules of the Agency, which have been or hereafter may be adopted under those provisions. Terms and abbreviations used herein which are not specifically defined by law shall be construed in accordance with the context and professional usage.

Subd. 1. "Agency" means the Minnesota Pollution Control Agency.

Subd. 2. "Air Contaminant" means the presence in the outdoor atmosphere of any dust, fume, mist, smoke, vapor, gas or other gaseous fluid, or particulate substance differing in composition from or exceeding in concentration the natural components of the atmosphere.

Subd. 3. "Air Pollution" means the presence in the outdoor atmosphere of any air contaminant or combination thereof in such quantity, of such nature and duration, and under such conditions as would be injurious to human health or welfare, to animal or plant life, or to property, or to interfere unreasonably with the enjoyment of life or property.

Subd. 4. "Canister System" means one or more commercial solid waste storage containers (such as "green boxes" and "dumpsters") located to function as intermediate disposal facilities, and which are serviced on a regular basis by a public or private solid waste hauler.

Subd. 5. "Commercial Hauler" means any person, as defined in Section I, who owns, operates, or leases vehicles for hire for the purpose of collection and/or transportation of any type of solid waste.

Subd. 6. "County" means any department or representative of the County who is authorized by this ordinance or otherwise by the County Board to represent the County of Pine in the enforcement or administration of this ordinance.

Subd. 7. "Composting" means the controlled biological decomposition of selected solid waste in a manner resulting in an innocuous final product.

Subd. 8. "Cover Material" means material approved by the Agency that is used to cover compacted solid waste in a land disposal site. Important general characteristics of good cover material are low permeability, uniform texture, cohesiveness and compactibility.

Subd. 9. "Demolition Debris" means solid waste resulting from the demolition of buildings, roads and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock and plastic building parts. Demolition debris does not include asbestos wastes.

Subd. 10. "Demolition Debris Land Disposal Facility" means a site used only to dispose of demolition debris.

Subd. 11. "Garbage" means discarded material resulting from the handling, processing, storage, preparation, serving and consumption of food.

Subd. 12. "Hazardous Waste" means any refuse or discarded material or combinations of refuse or discarded materials in solid, semi-solid, liquid, or gaseous form which cannot be handled by routine waste management techniques because they pose a substantial present or potential hazard to human health or other living organisms because of their chemical, biological, or physical properties. Categories of hazardous waste materials include, but are not limited to, explosives, flammables, oxidizers, poisons, irritants and corrosives. Hazardous waste does not include sewage sludge and source material, special nuclear material or by-product material as defined by the Atomic Energy Act of 1954, as amended.

Subd. 13. "Incineration" means the process by which solid wastes are burned for the purpose of volume or weight reduction or energy recovery in facilities designed for such use.

Subd. 14. "Industrial Waste" means solid waste resulting from an industrial, manufacturing, service, or commercial activity that is managed as a separate waste stream.

Subd. 15. "Intermediate Waste Disposal Facility" is a facility for the preliminary or incomplete disposal of solid waste including, but not limited to, transfer station, canister site or system, open burning site, incineration, composting, recovery of recyclable materials, reduction, shredding and compression.

Subd. 16. "Land Pollution" means the presence in or on the land of any waste in such quantity, of such nature and duration, and under such condition as would affect injuriously any waters of the State, create air contaminants or cause air pollution.

Subd. 17. "Licensee" means a person who has been issued a license by the Board for solid waste management purposes pursuant to this ordinance.

Subd. 18. "Major Appliances" means clothes washers, dryers, dishwashers, garbage disposals, trash compactors, conventional ovens, ranges and stoves, air conditioners, refrigerators, and freezers.

Subd. 19. "Mixed Municipal Solid Waste" means garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities which is generated and collected in aggregate, but does not include auto hulks, street sweepings, ash construction debris, mining waste sludge, tree and agricultural wastes, tires, lead acid batteries, used oil, and other materials collected, processed, and disposed of as separate waste streams.

Subd. 20. "Operation" means any site, facility, or activity relating to solid waste management.

Subd. 21. "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.

Subd. 22. "Putrescible Material" means solid waste which is capable of being rotten, or which may reach a foul state of decay or decomposition.

Subd. 23. "Recyclable Materials" means materials that are separated from mixed municipal solid waste, by the generator for the purpose of recycling, including paper, plastic, glass, metals, automobile oil and batteries.

Subd. 24. "Recycling Facility" means a Facility where recyclable materials are purchased from generators or collectors, processed for marketing or loaded into vehicles for transport to market.

Subd. 25. "Refuse" means putrescible and nonputrescible solid wastes, including garbage, rubbish, ashes, incinerator ash, incinerator residue, market and industrial solid wastes, and municipal treatment wastes which do not contain free moisture.

Subd. 26. "Rubbish" means nonputrescible solid wastes, including, but not limited to, ashes, consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, wood, glass, bedding, crockery or litter of any kind.

Subd. 27. "Sanitary Landfill" means a land disposal site, permitted by the Agency, employing an engineered method of disposing of solid waste on land in a manner that minimizes environmental hazards by spreading the solid waste in thin layers, compacting the solid waste to the smallest practical volume, and applying cover material at the end of each operating day, or at intervals as may be required by the Agency.

Subd. 28. "Shoreland" means land located within the following distances from public water: a) 1,000 feet from the ordinary high water mark of a lake, pond, or flowage; and b) 300 feet from a river or stream, or the landward extent of a flood plain designated by ordinance on such a river or stream, whichever is greater.

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Subd. 29. "Solid Waste" means garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, or other discarded waste materials and sludges, in solid, semi-solid, liquid or contained gaseous form, resulting from industrial, commercial, mining, or agricultural operations, or 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 material, special nuclear material, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

Subd. 30. "Solid Waste Management Facility" means a sanitary landfill, or an intermediate disposal facility.

Subd. 31. "Solid Waste Management" means the storage, collection, or removal of solid waste from or on public or private property, its transportation to intermediate or final disposal facilities or its final disposal by methods approved by the Agency.

Subd. 32. "Transfer Station" means an intermediate solid waste disposal facility in which solid waste collected from any source is temporarily deposited to await transportation to another solid waste management facility.

Subd. 33. "Water Pollution" means a) the discharge of any pollutant into any waters of the State or the contamination of any waters of the State so as to create a nuisance or render such waters unclean, or noxious, or impure so as to be actually or potentially harmful or detrimental or injurious to public health, safety or welfare, to domestic, agricultural, commercial, industrial, recreational or other legitimate uses, or to livestock, animals, birds, fish or other aquatic life; or b) the man-made or man-induced alteration of the chemical, physical, biological, or radiological integrity of waters of the State.

Subd. 34. "Waters of the State" means waters, surface or underground, except those surface waters which are not confined but are spread and diffused over the land. "Waters of the State" includes all boundary and inland waters.

Subd. 35. "Yard Wastes" means the garden wastes, leaves, lawn cuttings, weeds and prunings generated at residential or commercial properties.

SECTION II. GENERAL PROVISION.

Subd. 1. No person shall cause, permit, or allow land or property under his control to be used for solid waste management purposes, except at an operation for which a license has been granted by the County Board, unless otherwise provided by this ordinance.

Subd. 2. Any operation to be used for any method of solid waste management not otherwise provided for in this ordinance must be licensed by the County Board before operation may commence. The license application shall include three sets of complete plans, specifications, design data and ultimate land use plans. Proposed operating procedures for a solid waste disposal facility must be prepared by a professional engineer registered in Minnesota. The applicant shall procure a proper zoning permit to accompany the application as required by the County Zoning Ordinance.

319608
No license shall be issued for a solid waste facility unless the applicant has demonstrated to the satisfaction of the County Board the availability of revenues necessary to operate the facility in accordance with applicable state and local laws, ordinances and rules.

Subd. 3. After receiving an application for an operation, the Solid Waste Officer shall evaluate the application and shall give his recommendations to the County Board concerning whether it should issue or deny the license. If an applicant is denied a license, such applicant shall be notified in writing of the reasons therefor by the County Board. A denial shall be without prejudice to the applicant's right to file a further application after revisions are made to satisfy objections specified as reasons for the denial.

Subd. 4. The County Board shall refuse to issue a license for any operation which does not comply with this ordinance, Agency rules and the County's solid waste management plan.

Subd. 5. Issuance of any license pursuant to the provisions of this ordinance shall be contingent upon the applicant furnishing to the County a bond in an amount to be set by resolution, by the County Board. This bond shall name the County as obligee with sufficient sureties duly licensed and authorized to transact business in the State of Minnesota as sureties. The condition of such bond shall be that if the licensee fails to comply with any of the requirements or fails to perform any of the acts required of an operation or ceases to operate or abandons the operation, the County is required to expend any monies or expend any labor or material to restore the operation to a condition in compliance with this ordinance, the bond holder and the sureties on its bond shall reimburse the County for any and all expenses incurred by the County to remedy failure of the licensee to comply with the terms of this ordinance, and the bond holder and its sureties shall indemnify and save the County harmless from all losses, costs, and charges that may occur to the bond holder or its sureties because of any default of the licensee under the terms of his license to operate in compliance with the terms of the ordinances of the County.

Subd. 6. In addition to the bond referred to in subd. 5, issuance of any license pursuant to the provisions of this ordinance shall be contingent upon the applicant securing, and furnishing to the County a copy of a certificate therefor, the following types of insurance issued to the licensee by insurers duly licensed within the State of Minnesota and in amounts to be set by the County Board; general liability including, but not limited to, bodily injury, property damage, motor vehicle, loading and unloading and gradual pollution insurance.

Subd. 7. Any license granted by the County Board under the provisions of this ordinance may be suspended by the County Board at any time for noncompliance with the provisions of the license, this ordinance or applicable state laws or rules, or upon written notification to the licensee and the County Board by the Solid Waste Officer or by an authorized representative of the Agency that the continued use of the operation may endanger the health, welfare or safety of the public or that the continued use may cause pollution or impairment of the environment.

The notice of suspension shall be deemed adequately served whenever it is served upon the licensee personally or be leaving the same at the licensed premises with the person in charge thereof. A copy of the notice of suspension shall be provided to the County Board.

574600

The County Board shall remove the license suspension only upon presentation of evidence acceptable to the County Board that the conditions which were cited as cause for suspension have been fully corrected. A license may be revoked only after the County Board has held a public hearing at which the licensee and other persons wishing to be heard concerning the operation shall have the right to be heard. The date of the hearing for license revocation shall be set by the County Board and shall not be held earlier than ten calendar days after notice of said hearing was mailed to the licensee. Evidence may be adduced in a manner consistent with the rules of evidence applied in civil cases. A transcript thereof shall be made by tape recording or other suitable technique. If, pursuant to said hearing, the County Board shall determine that the operation has been conducted in violation of the provisions of the license, this ordinance, State laws or State rules, the County Board may revoke the license or continue such suspension in effect until the operation has demonstrated that full compliance with the provisions of the license, this ordinance, State laws and State rules has been attained and that such compliance will be continued in the foreseeable future.

Subd. 8. Routine inspection and evaluation of an operation shall be made by the Solid Waste Officer at such frequency as to ensure consistent compliance by the operation with the provisions of this ordinance. The licensee shall be provided with a written inspection report containing a precise description of any deficiencies, recommendations for the correction thereof and the date when the corrections shall be accomplished. Copies of said report(s) shall be furnished to the Agency. The licensee shall allow to authorized representatives of the County or the Agency, access to the facility at any time for the purpose of making such inspections as may be necessary to determine compliance with the requirements of this ordinance, and any other applicable statute, ordinance, or rule.

Subd. 9. 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 or rule the provision which establishes the higher standards for the promotion of public health, safety, and general welfare shall prevail.

Subd. 10. Every license issued for a solid waste operation shall be recorded in the office of the County Recorder.

Subd. 11. Nothing in this ordinance shall be construed to require a permit for the beneficial use of Lime By Products from a water supply Treatment Plant.

SECTION III. SOLID WASTE OFFICER

Subd. 1. The Solid Waste Officer shall have all necessary authority to implement and carry out the provisions of this ordinance including, but not limited to, the following:

(a) To review and consider all license applications and supporting materials which are referred to the Solid Waste Officer for operations within the County, and after such review and consideration, to recommend in writing with documentation to the County board whether a license should be granted or denied.

(b) To inspect operations to determine compliance and to investigate complaints about violations of this ordinance.

577600

(c) To recommend to the County Attorney that legal proceedings be initiated against a person or group of persons to compel compliance with the provisions of this ordinance or to terminate or control an operation not in compliance with this ordinance. The County Solid Waste Officer does have citation authority.

(d) To encourage and conduct studies, investigations and research relating to aspects of solid waste management, including, but not limited to, methodology, chemical and physical considerations, and engineering.

(e) To advise, consult, and cooperate with the public and other governmental agencies in furtherance of the purpose of this ordinance.

SECTION IV. SOLID WASTE STORAGE

Subd. 1. Solid wastes shall be stored in a manner which complies with State rules administered by the Agency.

Subd. 2. Toxic or hazardous wastes shall be stored in accordance with State rules administered by the Agency.

Subd. 3. Transfer stations and canister sites may be established and shall be licensed annually according to Section VIII and shall meet all requirements listed in Section IV as well as any additional requirements imposed by the County Board.

Subd. 4. Solid waste shall not be stored on public or private property for more than two (2) weeks without the written approval of the Solid Waste Officer. Nonputrescible wastes suitable for recycling shall not be stored on public or private property in a manner which creates a nuisance, blight, or health hazard.

SECTION V. COLLECTION AND TRANSPORTATION OF SOLID WASTE

Subd. 1. The collection and transportation of solid waste shall be performed in accordance with State rules administered by the Agency.

Subd. 2. Toxic or hazardous wastes shall be transported in a manner consistent with State rules administered by the Agency.

Subd. 3. No person may collect or transport solid waste for hire without first obtaining a license from the County Board. The County Board shall not issue a license until the applicant complies with all of the following requirements:

(a) The applicant shall submit a completed application form provided by the County for a solid waste collection and transportation license.

(b) The applicant shall submit to the County specifications of all vehicles to be used for solid waste collection and transportation. Such vehicles shall have leak-proof bodies of easily cleanable construction, completely covered with metal, heavy canvas or other suitable covering, and shall be subject to approval and periodic inspection by the Solid Waste Officer.

(c) The applicant shall submit a description of the route(s) to be followed by all solid waste collection and transportation vehicles between the area of collection and the solid waste disposal operation.

(d) The applicant shall meet all of the applicable requirements for obtaining a license which are specified in Section II of this ordinance.

(e) The applicant shall be financially and operationally capable, as determined by the County Board, to properly collect, transport and dispose of all solid waste.

SECTION VI. SOLID WASTE LAND DISPOSAL FACILITIES.

Subd. 1. Land disposal facilities, including, but not limited to, sanitary landfills, modified landfills and demolition landfills, shall meet all the requirements of State rules administered by the Agency which govern these facilities.

Additionally, no person shall establish, operate or maintain a land disposal facility without first obtaining a license from the County Board in accordance with Section II.

Subd. 2. An application for a county license shall include, but not be limited to, the following:

(a) An operating schedule and a schedule of fees to be levied at the land disposal facility.

(b) A notarized affidavit stating that the applicable local governments have been given at least thirty (30) days notification of the pending application for a license.

(c) A certificate from the County Zoning Administrator that the use proposed is in accordance with the established County Zoning Ordinance.

(d) Sufficient documentation to enable the County Board to determine whether the applicant is financially and operationally capable to properly dispose of all solid waste.

SECTION VII. INCINERATION AND ENERGY RECOVERY.

All incinerators having a capacity greater than 500 pounds per hour shall meet the requirements of State rules administered by the Agency. Additionally, the following requirements shall apply to all incinerators of any size which process solid or hazardous waste.

Subd. 1. No person shall install or operate an incinerator without first obtaining a license from the County Board.

Subd. 2. The applicant shall meet all requirements for obtaining a license as specified in Section II of this ordinance. Furthermore, the County Board shall not issue a license until the applicant and facility comply with the following requirements:

377200
(a) All of the same criteria for incinerator construction, operation and maintenance contained in State rules administered by the Agency which presently apply only to incinerators with capacities greater than 500 pounds per hour.

(b) Upon completion of the facility and prior to initial operation, the County Solid Waste Officer shall be notified to allow personnel of the County to inspect the facility both prior to and during the performance tests.

Subd. 3. The application for a county license shall include, but not be limited to, the following:

(a) An operating schedule and a schedule of fees to be levied at the incinerator.

(b) A notarized affidavit stating that the applicable local governments have been given at least thirty (30) days written notification of the pending application for a license.

(c) A certificate from the County Zoning Administrator that the use proposed is in accordance with the established County Zoning Ordinance.

(d) Sufficient documentation to enable the County Board to determine whether the applicant is financially and operationally capable to properly process and dispose of all solid waste.

(e) All of the same information required for review by the State rules administered by the Agency which presently apply only to incinerators with capacities greater than 6,000 pounds per hour.

(f) Such additional data and information as may be required by the Solid Waste Officer.

Subd. 4. During normal operation, the facility shall comply with the following requirements:

(a) Permanent records shall be maintained for County inspection as to the quantity of material incinerated, the total quantity of resulting residue and total hours of plant operation.

(b) Any discharges to the air, or to surface or ground waters of the State shall meet all applicable State rules for air and water quality of effluent standards now or hereafter adopted.

(c) All unloading and processing of solid wastes at the facility shall be conducted in such a manner as to prevent or eliminate odors and litter outside the facility.

SECTION VIII. INTERMEDIATE SOLID WASTE DISPOSAL FACILITIES.

Subd. 1. No Intermediate Solid Waste Disposal Facility shall be constructed, established, maintained or operated unless the operator or owner thereof has first been issued therefor a license from the County Board and a permit from the Agency. The applicant shall meet all requirements for obtaining a license as specified in Section II of this ordinance. The application for a license shall contain the following information:

(a) Location, size, and ownership of land upon which the operation will be situated.

(b) General description of property used in the immediate vicinity of the operation.

(c) Complete construction plans and specifications and proposed operating procedures for the operation.

(d) Rates and charges to be imposed at the operation.

(e) A notarized affidavit stating that the applicable local governments have been given thirty (30) days written notification of the pending application for a license.

(f) Such additional data and information as may be required by the Solid Waste Officer.

Subd. 2. An intermediate solid waste disposal facility shall be constructed, operated, and maintained in compliance with the following requirements and State rules administered by the Agency.

(a) A sign shall be posted on the premises indicating the name of the operation, the days and hours during which it is open to the public, and user charges, if any. The sign shall be approved by the Solid Waste Officer.

(b) The premises shall be constructed and landscaped in such a manner as to be aesthetically pleasing in appearance.

(c) Sanitary facilities and shelter adequate for employees shall be provided on the premises.

(d) Records in a form acceptable to the Solid Waste Officer shall be maintained indicating the type and quantity of solid waste processed by the operation.

(e) The operation shall be located, equipped, operated and maintained in a manner which prevents the creation of a nuisance or unsanitary condition.

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

(g) All unloading of solid waste from contributing vehicles shall be conducted in such a manner as to prevent or eliminate odor and litter outside the facility.

SECTION IX. RECYCLING FACILITIES

Subd. 1. No Recycling Facility shall be constructed, established, maintained or operated unless the operator or owner thereof has first been issued therefor a license from the County Board. The applicant shall meet all requirements for obtaining a license as specified in Section II of this ordinance. The application for a license shall contain the following information:

319608
(a) Location, size, and ownership of land upon which the operation will be situated.

(b) General description of property used in the immediate vicinity of the operation.

(c) Complete construction plans and specifications and proposed operating procedures for the operation.

(d) Recyclable Materials to be accepted at the Facility.

(e) A notarized affidavit stating that the applicable local governments have been given thirty (30) days written notification of the pending application for a license.

(f) Such additional data and information as may be required by the Solid Waste Officer.

Subd. 2. A Recycling Facility shall be constructed, operated and maintained in compliance with the following requirements.

(a) A sign shall be posted on the premises indicating the name of the operation and the days and hours during which it is open to the public.

(b) Sanitary facilities and shelter adequate for employees shall be provided on the premises.

(c) Records in a form acceptable to the Solid Waste Officer shall be maintained indicating the type and quantity of Recyclable Materials processed by the operation.

(d) The operation shall be located, equipped, operated and maintained in a manner which prevents the creation of a nuisance or unsanitary condition.

(e) The premise entrances and exits shall be maintained in a clean, neat and orderly manner at all times.

SECTION X. LICENSE FEES.

Approval by the County Board of an application for license for a solid waste management facility shall be contingent upon the payment to the County of a license fee in the amount established by the County Board. The amounts of the license fees shall be based upon the cost to the County of processing the license applications and administering and enforcing this ordinance with respect to said licenses. The fees prescribed shall be paid by a license applicant for each facility maintained. Solid waste collector's and transporter's fees shall be paid annually as a condition for license renewal. Non-payment of the annual solid waste collector's or transporter's fee shall be ground for denial of license renewal. Fees shall be paid to the County Treasurer prior to issuance of licenses.

SECTION XI. TERMINATION OF SOLID WASTE OPERATIONS

Subd. 1. All land disposal operations licensed by the County shall be terminated in accordance with State rules administered by the Agency.

317600
Subd. 2. The license of any operation in subd. 1 which has water monitoring wells or lysimeters which are reviewed by the County or the Agency to be sampled shall establish with the County an escrow account no later than one year from the effective date of this ordinance or five years prior to termination of the operation, whichever occurs sooner.

The purpose of the escrow account is to set aside adequate funds to continue the sampling required by the County or the Agency for a period requiring by the Agency. The County Board shall specify by resolution the amount of money to be deposited in the account and the terms for payments which shall be made by the licensee to that account. Failure by the licensee to meet the escrow account conditions established by the County Board shall constitute a failure of the licensee to comply with the terms of this ordinance, thereby enabling the County to use the provisions of Section II, subd. 5 to make the necessary deposits to the escrow account.

Subd. 3. The licensee shall perform all long term monitoring required by the County or the Agency following termination or abandonment of all solid waste operations.

Subd. 4. The licensee of each solid waste operation shall inform the County Board in writing of a licensee's intent to abandon or terminate the operation. Such notice shall be provided in advance of the abandonment or termination date by the following amounts of time:

Land Disposal Facility	one year
Transfer Station	one year
Incineration Facility	one year
Collection/transportation service	90 days
Recycling Facility	90 days

Failure of a licensee to comply, for any reason, with the above advance notice requirements shall constitute a failure of the licensee to comply with the terms of this ordinance. The County Board may elect to pay all public and private higher than normal solid waste management costs which result from the premature cessation of a solid waste operation. The County may recover these costs through the provisions of Section II, subd. 5.

SECTION XII. VARIANCES

Upon written application by the applicant or operator, the County Board may grant variances from the provisions of this ordinance in order to promote the effective and reasonable application and enforcement of the provisions of this ordinance. If such variance would result in noncompliance with Agency rules, a variance application must be filed with the Agency.

A variance may be granted by the County Board after a public hearing where the County Board determines that enforcement of this ordinance would cause the applicant undue hardship, or that the ordinance cannot be complied with due to technological impossibility or economic unreasonableness. Such a variance shall not be granted for a period in excess of two years, but may be renewed upon application by the applicant and after a public hearing is held. A variance may be revoked prior to expiration of the variance by the County Board at a public hearing. An application for a variance shall be accompanied by a plan and schedule for achieving compliance with the ordinance.

317608
Prior to any public hearing held by the County board under this provision, persons who may be adversely affected by the granting of the proposed variance shall be given at least thirty (30) days notice to said public hearing. Publication of a notice of hearing in appropriate newspapers shall be considered adequate notice.

SECTION XIII. NONCONFORMING SITES AND FACILITIES.

Solid waste management facilities in existence on the effective date of this ordinance shall conform to the provisions of this ordinance or terminate operations no later than 60 days from that date unless a variance application is submitted to the County Board within a sixty (60) day period following the effective date of this ordinance.

SECTION XIV. ADDITIONAL REQUIREMENTS.

For the purpose of protecting the public health, safety and welfare, the County Board may impose additional requirements consistent with the intent of this ordinance for the operation of solid waste management sites or facilities.

SECTION XV. SEVERABILITY.

It is hereby declared to be the intention of the County Board that the several provisions of this ordinance be severable in accordance with the following.

Subd. 1. If any Court of competent jurisdiction shall adjudge any provision of this ordinance to be invalid, such judgement shall not affect any other provision of this ordinance not specifically included in said judgement.

Subd. 2. If any Court of competent jurisdiction shall adjudge invalid the application of any provision of this ordinance to a particular structure, site, facility or operation, such judgement shall not affect the application of said provision to any other structure, site, facility, or operation not specifically included said judgement.

SECTION XVI. PROVISIONS ARE CUMULATIVE.

The provisions of this ordinance are cumulative limitations upon all other laws and ordinances heretofore passed or which may be passed hereafter, covering any subject matter of this ordinance.

SECTION XVII. NO CONSENT.

Nothing contained in this ordinance shall be deemed to be a consent, license or permit to locate, construct, operate or maintain any site, facility or operation, or to carry on any activity.

SECTION XVIII. VIOLATIONS.

Subd. 1. Any person who violates or fails, neglects or refuses to comply with the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished therefor as provided by Minnesota Statutes. A separate offense shall be deemed committed upon each separate day during or on which a violation occurs or continues.

Subd. 2. In addition to other remedies this ordinance may be enforced by any civil action in District Court to prevent, restrain, correct or abate violations or otherwise compel compliance.

SECTION XIX. OTHER ORDINANCES AND REGULATIONS.

Nothing in this ordinance shall preclude any local unit of government from adopting stricter regulations than this ordinance.

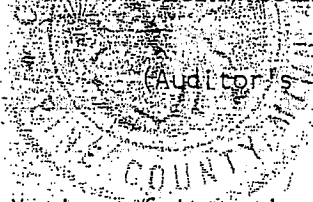
SECTION XX. EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its passage and publication according to law. All requirements shall take effect immediately, except for licensing solid waste collection. Solid Waste Collection Licenses will be required 90 day after the effective date of this ordinance.

Passed and approved this 13th day of November, 1990, by the Pine County Board of Commissioners.

Glenn Danelski
Glenn Danelski, Chairman

Attest *Lawrence Perreault*
Lawrence Perreault
Clerk, County Board



Notice of Intention Published June 22 & 29, 1990
Public Hearing Held July 17, 1990
Adopted by County Board November 13, 1990
Publication of Ordinance November 29, 1990
Filed with County Recorder January 28, 1991
Effective Date January 29, 1991

This Instrument was Drafted By:
East Central Solid Waste Commission
Mora, MN

OFFICE OF COUNTY RECORDER
State of Minnesota }
County of Pine } ss
I hereby certify that the within instrument
was filed in this office for record
January 28 19 91
at 9 A. in this office as
Microfilm # 319608
FRANCES SOUTHWICK
County Recorder
Debbie Behrens
Deputy

ORDINANCE AMENDING THE
PINE COUNTY SOLID WASTE ORDINANCE

The County Board of Pine County, Minnesota ordains that the Pine County Solid Waste Ordinance shall be amended as follows:

SECTION XIa. SOLID WASTE MANGEMENT FEE.

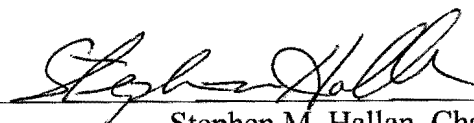
Subd. 1. This section is enacted pursuant to Minnesota Statute 400.08 which grants Pine County the authority to impose reasonable charges for solid waste management services including, but not limited to, public education, recycling programs, household hazardous waste programs, solid waste management facilities operation, and debt service cost. The purpose of this section is to establish a method of collection for such charges.

Subd. 2. 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.

Subd. 3. 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.

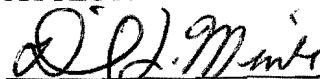
Subd. 4. The County Board, by resolution, may establish or revise the rate schedule for solid waste management fee. If no new rate schedule for solid waste management fee is adopted in any year, the rate schedule for the previous year shall remain in effect.

Subd. 5. Any property who believe that the service charge imposed upon his property is incorrect, may appeal the charge. An appeal form may be obtained at the Pine County Zoning and Solid Waste office, and shall be filed within 30 days of mailing the property tax statement by the County. The County Zoning and Solid Waste office shall, within 30 days of the receipt of the appeal, review the appeal and notify the appellant by U.S. mail whether an adjustment is due or whether the appeal is denied.



Stephen M. Hallan, Chairman
Pine County Board of Commissioners

ATTEST:



David J. Minke
County Administrator

Drafted by: Pine County Land Services
635 Northridge Dr NW, Suite 250
Pine City, MN 55063

Public Hearing Notice Published: September 24, 2015
Public Hearing: October 6, 2015
Adopted by County Board: October 6, 2015
Publication of Ordinance: October 15, 2015
Filed with County Recorder: October 15, 2015
Effective Date: October 15, 2015



PINE COUNTY

Administrator's Office

635 Northridge Drive NW
Suite 200
Pine City, MN 55063
1-800-450-7463 Ext. 1620
Fax: 320-591-1628

Commissioners

Steve Hallan – Dist. 1
Josh Mohr – Dist. 2
Terry Lovgren – Dist. 3
J.J. Waldhalm – Dist. 4
Matt Ludwig – Dist. 5

County Administrator

David J. Minke

TO: Pine County Commissioners
FROM: David Minke, County Administrator
DATE: July 15, 2021
SUBJECT: Second Quarter 2021 Budget Report

At the end of June, the county's budget is sound for six months, or 50% into the year.

Chart 1 shows revenue and expenditure as a percentage of the budget for the county by the three major funds (General, Health & Human Services, and Road & Bridge) and the total of all funds. As of June 30, all funds are below 50% spent. Revenues are strong in all funds and at 61% of budget overall. Road and Bridge revenue and expenditure look out of balance but are where expected at this time of the year due to the timing of state aid and the payment schedule of construction work.

Chart 2 compares the 2020 and 2021 revenue in the General Fund by budget department. Revenues are as expected at this point in the year. Overall revenue is at 45% of budget for 2021 which is slightly ahead of 2020. Probation stands out as a significant change from 2020 to 2021. This situation is due to the timing of the state CPO reimbursement which is the largest single source of non-county revenue in the Probation budget. In 2021, the aid was received before June 30th. In 2020, it was after June 30th and so does not show in the Second Quarter Report.

Recorder revenues are trending ahead of budget due to the significant number of real estate transactions. Activity generally slows in the fall, but it is likely this department will exceed budget for revenues. Jail revenue from boarding in prisoners is down from a year ago. There is typically a 60-day lag on border revenue so the chart overstates the lack of revenue, but this is an area that has been negatively impacted by the pandemic.

Chart 3 shows the expenditures of the larger departments in the General Fund through the end of June 2021 compared to the same period last year. All departments are below 50% spent except for the Recorder. The Recorder spending is due to the use of the Recorder Technology and Recorder Compliance Funds which are used for software contracts and capital purchase. These purchases are typically made at the beginning of the year. Court Security is well underspent because the limited court activity has decreased the need for bailiff support.

Chart 4 shows the Health and Human Services revenues and expenditures. Public Health is at 51% spent, while all other divisions are below 50% and revenues are where expected at the end of the second quarter.

Sales Tax: Total sales tax collections through the end of May are \$5,300,866. This amount represents 63% of the total authorized amount. Sales tax collections for the first five months of 2021 are 34% above the same period a year ago.

The tax will automatically expire when \$8,450,000 is collected, or December 31, 2026, whichever occurs first. The average per month collection amount for the last 12 months is \$133,330. Projecting this number as the per month amount going forward would mean that the remaining sales tax will be collected in two years, or by June 2023.

Chart 1
2021 Revenue & Expenditure by Major Fund and County Total as of June 30, 2021

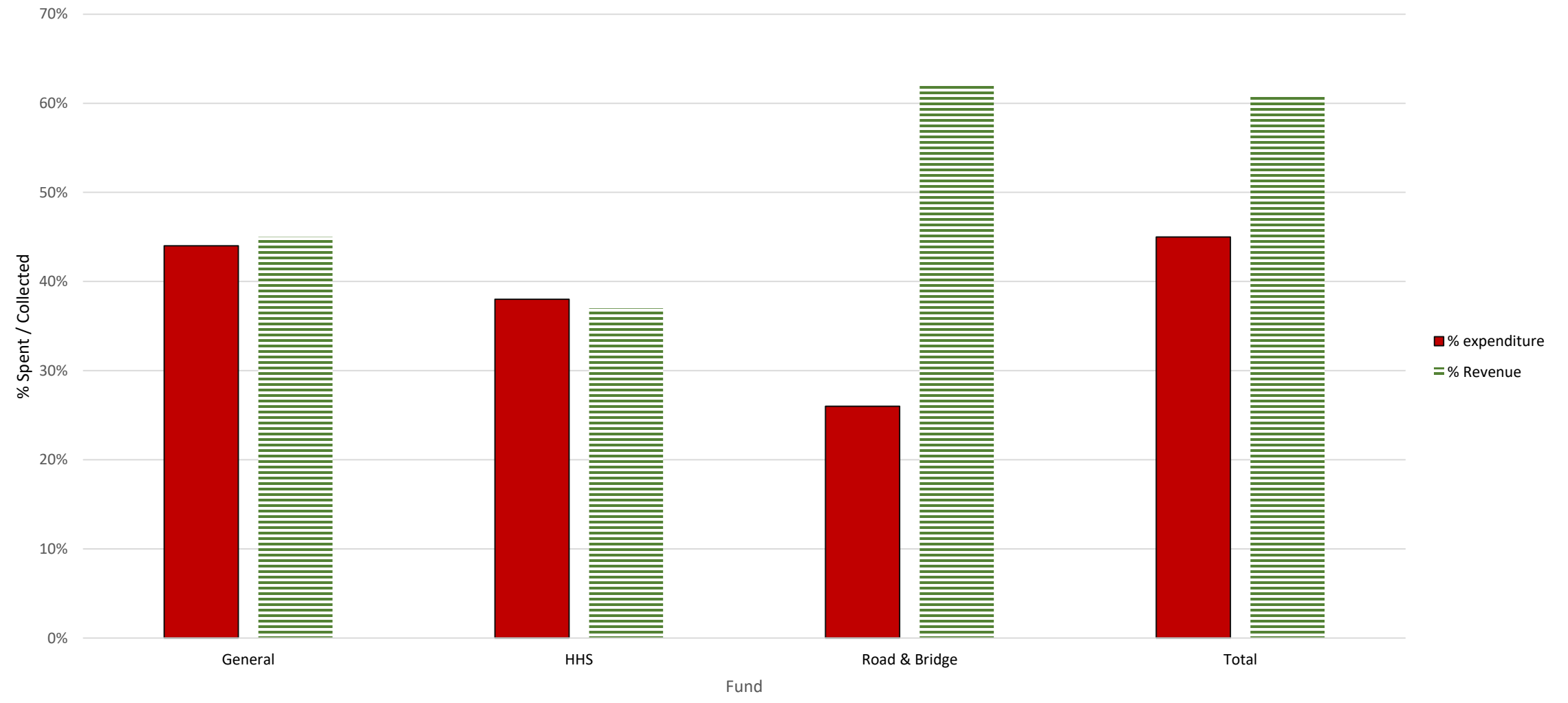


Chart 2
General Fund Revenue by Dept -- 2020 compared to 2021 -- Through June 30, 2021

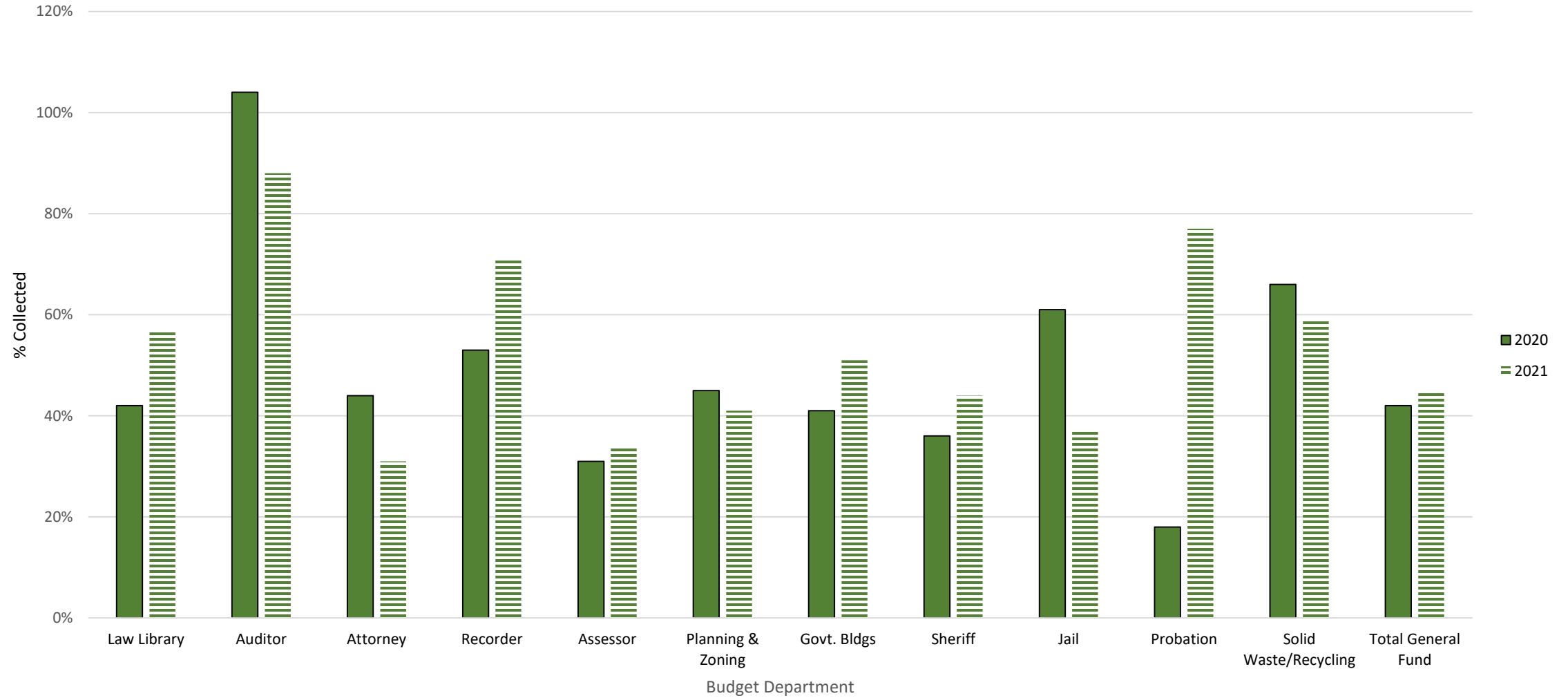


Chart 3
General Fund Expenditures by Budget Department Through June 3, 2021

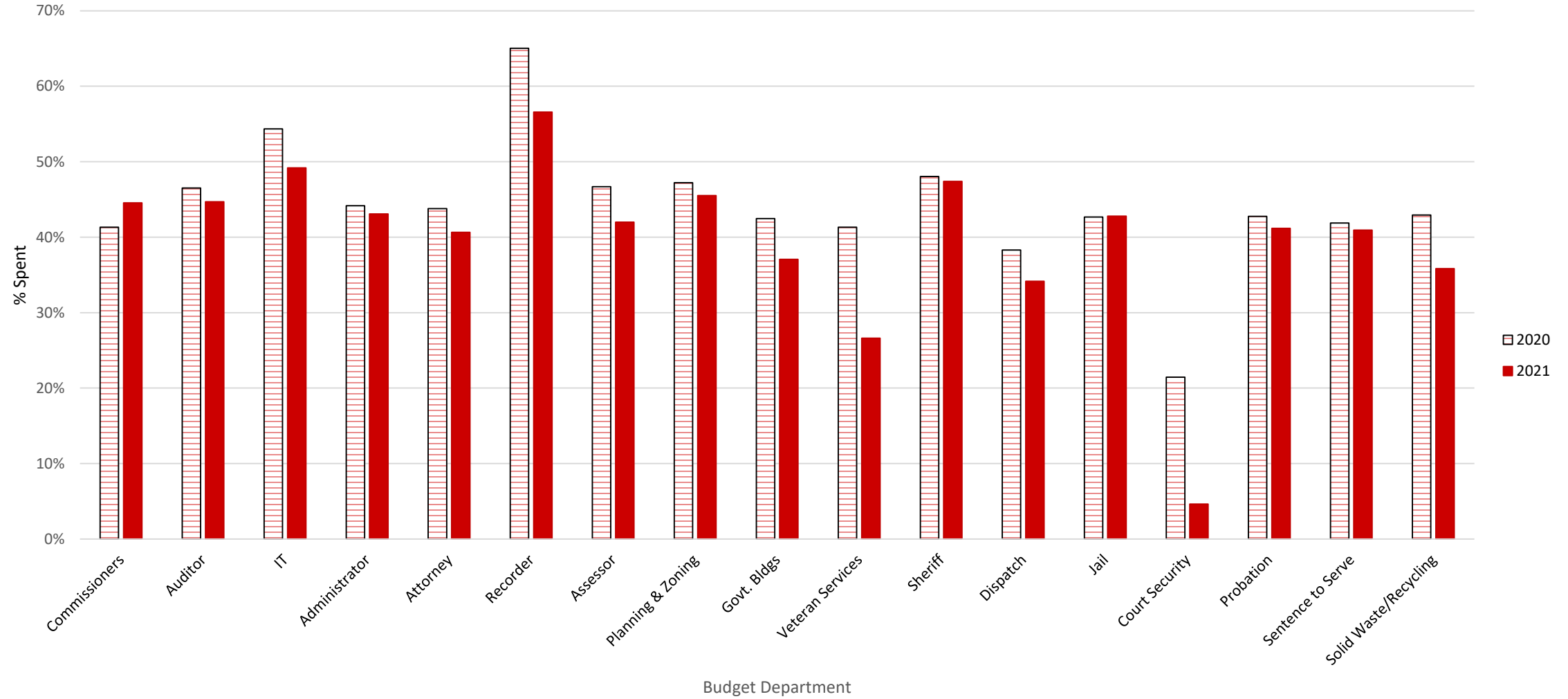
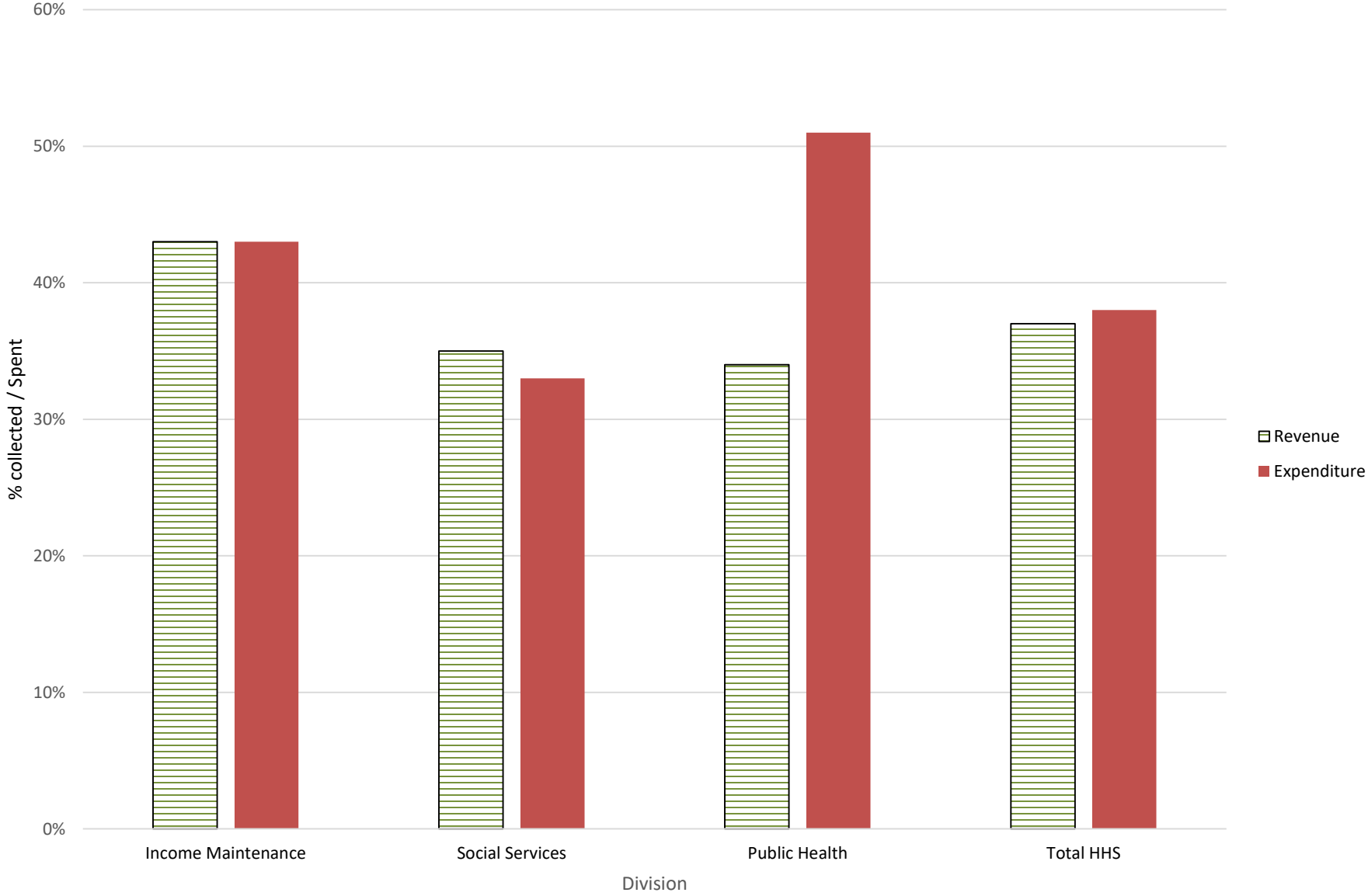


Chart 4
HHS Revenue and Expenditures Through June 30, 2021



The background of the slide is a blurred image of financial tools. In the foreground, there is a calculator with orange and grey buttons. To the right of the calculator are four stacks of coins of varying heights, ranging from a small stack of about 5 coins to a tall stack of about 25 coins. In the background, a bar chart with several blue bars is visible, though the data is not legible. The entire scene is overlaid with a semi-transparent dark grey filter.

2022 BUDGET

Kelly Schroeder
County Auditor-Treasurer
July 21, 2021

Budget Process

- August 17, 2021 County Board meeting
 - Initial budget request overview
 - Auditor-Treasurer budgets
- August 24, 2021 Budget meeting (proposed)
 - Department budget presentations
- August 31, 2021 Budget meeting (proposed)
 - Department Budget presentations
- September 7, 2021 County Board meeting
 - Budget Discussion
- September 21, 2021 County Board meeting
 - Adopt Preliminary 2022 Budget & Levy
- October-November 2021 additional Budget meetings as necessary
- December 2, 2021 Truth in Taxation meeting
- December 21, 2021 County Board meeting
 - Adopt Final 2022 Budget & Levy



Budget vs. Levy

- The budget is the total revenue & expenses of the county.
 - 2021:
 - Revenue \$46,644,415
 - Expenses \$46,759,968
- The levy is the amount of expenses not paid with other revenues such as fees, charges, fines, grants, donations & interest.

Fund	2021 Budget	2021 Levy
General	\$19,281,826	\$11,331,411
Health & Human Services	\$11,881,803	\$3,983,214
Road & Bridge	\$12,125,287	\$1,979,821
Building	\$25,000	\$25,000
Jail Bond	\$1,107,810	\$1,171,695
Courthouse Bond	\$992,071	\$997,878
CIP Bonds	\$321,577	\$343,731
Technology	\$25,000	\$25,000
Elections	\$16,800	\$77,234
TOTAL	\$46,759,968	\$19,935,014



2021 Top Non-Tax General Fund Revenues

- County Program Aid - \$2,085,317
- Police Contracts - \$675,308
- PILT - \$640,000
- Tax Forfeit Land & Timber Sales - \$300,000
- Police Aid - \$250,000
- Rental Revenue - \$248,940
- Solid Waste Fee - \$196,020
- Assessor Contracts - \$172,400
- Probation Aid - \$155,000

Levy History

Year	Levy	% Change	12/31 Unrestricted General Fund Balance
2011	\$14,289,330	0%	\$801,693
2012	\$14,075,000	-1.5%	\$931,948
2013	\$14,075,000	0%	\$1,166,814
2014	\$14,497,250	3%	\$2,538,180
2015	\$15,199,541	4.84%	\$3,643,893
2016	\$15,942,799	4.89%	\$3,285,438
2017	\$16,979,081	6.5%	\$3,842,810
2018	\$17,912,930	5.5%	\$4,284,310
2019	\$18,790,664	4.9%	\$4,421,510
2020	\$19,354,383	3%	\$5,057,882*
2021	\$19,935,014	3%	-

The State Auditor's recommend local governments maintain an unrestricted fund balance in their general fund of 35%-50% of operating expenses.

In 2012, due to the low unassigned fund balance (6% as of 12/31/11), the Pine County Board of Commissioners adopted a policy to have an unrestricted fund balance goal of 20%-35%, an attainable goal.

As of 12/31/20 the unrestricted fund balance is 27%.

*2020 unrestricted fund balance & fund balance percentage is unaudited.



Note: amounts shown are the county portion of the taxes only.

- 1.) Mille Lacs Band \$258,840
 - 2.) BNSF Railway \$253,602
 - 3.) Mille Lacs Corp Ventures \$191,748
 - 4.) Allete \$163,544
 - 5.) Great River Energy \$127,981
 - 6.) Wal-Mart \$92,370
 - 7.) Xcel Energy \$86,572
 - 8.) Northern Natural Gas \$77,470
 - 9.) I.U.O.E. 49 \$72,458
 - 10.) Corp Comm of Mille Lacs Band \$64,516
- TOTAL: \$1,389,101 or 7% of the County's Levy**

Budget Format

- Funds
 - General (01)
 - HHS (12)
 - Road & Bridge (13)
 - Building (38)
 - Debt (39, 40, 41)
 - Technology (43)
 - Elections (44)
- Departments
- Line-Item Budgets

<u>Account Number</u>		<u>Account Description</u>	2021BUDGET
041	DEPT		<u>ACTIVE</u>
		County Auditor- Treasurer	
	01-041-000-0000-5503	Auditor's Fees	25,000 -
	01-041-000-0000-5990	Transfers In - County Departments	90,000 -
	01-041-000-0000-6103	Salaries & Wages - Permanent	484,332
	01-041-000-0000-6107	Salaries & Wages - Overtime	500
	01-041-000-0000-6108	Salarys-Wages - Comp	2,500
	01-041-000-0000-6152	County Contribution	87,888
	01-041-000-0000-6155	Veba County Contribution	1,275
	01-041-000-0000-6156	HSA County Contribution	4,619
	01-041-000-0000-6163	Pera - County Share	36,325
	01-041-000-0000-6175	Fica - County Share	36,963
	01-041-000-0000-6201	Telephone	1,800
	01-041-000-0000-6202	Postage & Freight	10,000
	01-041-000-0000-6241	Conference, Training, Registration,	2,000
	01-041-000-0000-6243	Advertising, Legals, Subscriptions	35,000
	01-041-000-0000-6268	Independent Auditing	60,000
	01-041-000-0000-6315	Repair & Maintenance- Copiers	2,800
	01-041-000-0000-6331	Travel Expense - Room & Board	500
	01-041-000-0000-6334	Travel Expenses - Mileage	500
	01-041-000-0000-6401	Office Supplies	5,000
	01-041-000-0000-6660	Equipment & Furniture	500
	01-041-000-0000-6671	Technology	500
	01-041-000-0000-6803	Printing Expense	6,500
DEPT	041	County Auditor- Treasurer	Revenue 115,000 -
			Expend. 779,502
			Net 664,502

2022 Budget Considerations

1% levy increase
results in \$199,350

- **2% COLA in settled union contracts** (one contract to be negotiated in 2021)
 - 2021 Salary Expense = \$17,106,614
 - 2022 COLA increase equates to \$342,132 or a 1.7% levy increase
 - Many employees receive step or performance increases (1%-6%) as well not included above.
- **6% Health Insurance Increase** (estimate only)
 - 2021 Health Insurance Expense = \$4,189,870
 - 2022 Health Insurance increase equates to \$251,392 or 1.3% levy Increase
- **Additional Personnel added in 2021 or proposed in 2022**
- **\$50,000 in Restricted fund spending in IT ending**
- **Increased budget for fleet maintenance \$100,000 & fleet purchases \$100,000** (proposed)



ARPA / CARES

- CARES Act
 - \$159,380 Public Health Salaries
 - \$496,467 Sheriff/Jail Salaries
 - Equipment/Asset Purchases
- ARPA
 - Revenue Replacement
 - County Expenses
 - Community funds

Restricted Funds

- Some fund can only be spent for specific purposes as they have statutorily or grant requirements, or the county board has committed them to a specific purposes
- As of 12/31/2020 the restricted fund balances increased by \$505,312 to a total of \$2,136,220 (unaudited)
- Those with larger balances are as follows:

AIS	\$205,441	Attorney Forfeitures	\$94,391	E911	\$143,968
Gun Permits	\$167,867	Jail Canteen	\$96,327	Land*	\$409,940
MIECHV	\$322,009	Rec Compliance	\$330,412	Recorder Tech	\$219,622

*Land Fund includes Blight Clean-up \$144,273; Roads \$54,239; Parks/Recreation \$120,575 & Timber Development \$90,853

ANY
QUESTIONS?

