



Mission:
Working Together to Deliver Quality Services that are Valued by the Community, Today and Tomorrow
Vision:
A modern community where all are treated as neighbors

**Meeting of the Isanti County Board of Commissioners
Tuesday, February 7, 2023, at 9:15 a.m.
Government Center Board Room**

Members Present: Chairperson Mike Warring; Commissioners Alan Duff, Bill Berg, Steve Westerberg, Kristi LaRowe
Members Absent: None
Others Present: J Lines, J Edblad, J Bergerson, P Messer, C Struss, (Reporter: B. Stickles and N Hallman)

O0o Chairperson Warring called the meeting to order and led the assembly in the Pledge of Allegiance.

O0o Public Comment Session. Public comment was made.

23/02-01 Motion by Berg, seconded by Westerberg, to approve the February 7, 2023, County Board Agenda. Motion carried unanimously.

23/02-02 Motion by Berg, seconded by Duff, to approve the January 17, 2023, County Board Meeting Minutes. Motion carried unanimously.

23/02-03 Motion by Westerberg, seconded by LaRowe, to approve the Community Health Board Actions. Motion carried unanimously.

23/02-04 Motion by Duff, seconded by Westerberg, to approve the reclassification of the Human Resources Generalist and Organizational Development and Training Coordinator to Human Resources Specialist. Motion carried unanimously.

23/02-05 Motion by Berg, seconded by Westerberg, to approve the following Personnel Action Items: To ratify the hire of Zachariah Sears, part-time Corrections Officer, effective January 30, 2023; ratify the hire of Andrea Miles, full-time (32 hours per week) WIC Nutritionist, effective February 6, 2023; and ratify the hire of Kyle Pedersen, full-time Office Support Specialist, effective February 13, 2023. To approve the internal promotion of Amanda Usher, full-time Organizational Development and Training Coordinator, to full-time Human Resources Director/Deputy County Administrator, effective February 2, 2023. To approve the regular full-time status of Matthew Marrin, Corrections Officer, effective February 9, 2023; approve the regular full-time status of Alexandra Richard, Customer Service Specialist, effective February 15, 2023; approve the regular full-time status of Ashley Dahlin, Customer Service Specialist, effective February 15, 2023; and approve the regular full-time status of Justin Bergerson, County Highway Engineer, effective February 28, 2022. To accept the resignation of Thomas Scharf, part-time Courthouse Security Officer, effective January 23, 2023; accept the resignation of Vaughn Scheunemann, full-time Systems Administrator I, effective February 14, 2023; accept the retirement/resignation of Debbie Barringer, part-time Registered Nurse, effective March 1, 2023; accept the resignation of Julia Lines, County Administrator, effective April 3, 2023; accept the retirement/resignation of Lila Swanson, full-time Child Support Supervisor, effective May 3, 2023. Motion carried unanimously.

23/02-06 Motion by Berg, seconded by Westerberg, to approve the 2022-2023 Affirmative Action Plan (on file). Motion carried unanimously.

23/02-07 Motion by Duff, seconded by Westerberg, to approve the MOU with Local 49 Regarding Winter Vacation Policy. MEMORANDUM OF UNDERSTANDING Between ISANTI COUNTY HIGHWAY DEPARTMENT And INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 49. This Memorandum of Understanding ("MOU") is entered into by and between the International Union of Operating Engineers, Local 49 ("Local 49" or "Union") and Isanti County ("County"), collectively the "Parties," to address. WHEREAS, there exists a Collective Bargaining Agreement between the County and Local 49 in effect from January 1, 2022 through December 31, 2024 ("CBA"). WHEREAS, the Parties to the CBA wish to enter into this MOU to address the Winter Vacation Schedule for the Highway Maintenance Staff for the duration of the CBA. NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows: The following criteria shall govern the Winter Vacation Schedule for the Highway Maintenance Staff for 2022-2024 as agreed to in the Memorandum of Understanding. 1. All vacations between the months of November 1st – March 31st must be approved by the Engineer. 2. Priority as to vacation time shall be granted by the Engineer on a seniority list basis - but only if such vacation time is specified and requested no later than October 1st of each year. The duration of time off requested is limited to a 5-day scheduled work week. If more than one employee simultaneously asks off for concurrent dates during the regularly scheduled work week, the employee with the greater seniority shall be given first choice of the vacation time. If an employee has submitted a request and has been approved, no other employee has the right to bump them out of the time period, regardless of seniority. 3. Available for Snow & Ice Time Off (AFSTO). Any vacation time requested after the October 1st deadline must be submitted 3 weeks prior to the start date of the vacation and shall be awarded by the Engineer solely at their discretion with no consideration guaranteed for seniority. If employee requests AFSTO during the regular scheduled work week and is granted vacation and/or comp time off, they are committing to responding to Supervisor's communication and to report to work should they be called in to work. Should the employee not respond to Supervisor's communication and/or refuses to report to work, disciplinary action may be taken, and employee will not be allowed to use AFSTO when requesting comp and/or vacation for a period of one year from date of violation. 4. No more than one (1) employee shall be absent on vacation at one time unless otherwise approved by Engineer. 5. Either party may terminate this Winter Vacation Schedule at any time with seven (7) days' notice to the other party. Termination of this Winter Vacation Schedule is not grievable. IT IS SO UNDERSTOOD, AGREED AND AFFIRMED, by the execution of this MOU the undersigned represent that they are duly authorized to enter into this MOU on behalf of the respective Parties hereto and verify that they have read this MOU and that they understand and fully agree to all of its provisions. IN WITNESS WHEREOF, the parties hereto have executed this Letter of Agreement on this 2022. Motion carried unanimously.

23/02-08 Motion by Berg, seconded by LaRowe, to approve MOU with LELS Local 209 Regarding 12 Hour Shifts. MEMORANDUM OF UNDERSTANDING ISANTI COUNTY and LELS Local 209 TEMPORARY SCHEDULING ADJUSTMENT FOR PSAP/DISPATCH This Memorandum of Understanding is entered into between Isanti County ("County") and Law Enforcement Labor Services, Inc., Local 209 ("Union") representing employees in the PSAP and Dispatcher classification. WHEREAS, while scheduling is a managerial right, Isanti County Sheriff's Office is currently experiencing staffing shortages causing scheduling difficulties for the 24 hour/7 day operations within the Dispatch Center; and, WHEREAS, Isanti County wishes to address the difficulty by permitting a temporary schedule change for 12 hour work shifts; WHEREAS, employees will be scheduled for 80 hours per two week pay period, however one 7 day workweek may exceed 40 work hours and the other 7-day work week may be less than 40 work hours; and, WHEREAS, to comply with the Fair Labor Standards Act, employees working more than 40 hours in a 7-day workweek will receive overtime at time and one-half (1-1/2) the regular rate of pay for hours exceeding 40 work hours in a 7-day work week; WHEREAS, in 7-day work weeks in which an employee is scheduled to work less than 40 hours, a full-time 1.0 FTE employee shall utilize available

paid time off such as vacation, personal, or compensatory time or unpaid leave up to 40 hours for that 7-day work week; WHEREAS, this schedule shall be temporary in nature until such time the Sheriff and County Administration/Human Resources determines that 24 hour/7 day operations can be adequately staffed. NOW THEREFORE, the parties agree as follows: 1. For 7 day work weeks in which a full-time 1.0 FTE employee is scheduled to work less than 40 hours, the employee shall be required to utilize accrued paid time off such as vacation, personal, or compensatory time or unpaid leave to supplement their work hours up to 40 hours in that 7-day work week. 2. This Memorandum was originally in effect beginning May 19, 2022 upon full execution of the parties. Both parties have agreed to extend the Memorandum through the end of the first pay period in 2024, January 10, 2024, but may be extended if both parties agree in writing. The County may rescind this Memorandum with 14 days written notice. 3. This Memorandum is based on the unique circumstances of the present situation and shall not constitute a precedent with regard to any other matter or member of the bargaining unit covered by the collective bargaining agreement between the County and the Union. 4. This Memorandum represents the complete and total agreement between the parties regarding this matter. Motion carried unanimously.

23/02-09 Motion by Berg, seconded by Westerberg, to approve the addition of Juneteenth (June 19th) as a County Holiday. Motion carried unanimously.

23/02-10 Motion by Berg, seconded by Westerberg, to approve the following 2023 County Board and Committee Assignments:

2023 BOARD AND COMMITTEE ASSIGNMENTS		
(All Board and Committee assignments are one-year terms unless otherwise noted)		
<u>Board of Adjustments</u>		
Meets 2nd Thursday of the month; 9:00 a.m.		
County Board Room		
	District 1	Bill Gertz
	District 2	Jim Fridstrom
	District 3	Val Anderson
	District 4	David Henderson
	District 5	Connie Thorp
<u>Planning Commission Representative on Board of Adjustment</u> (Appointed by Planning Commission)		
<u>Budget Committee</u>		
	County Board Chair	Mike Warring
	County Board Vice Chair	Alan Duff
	County Administrator	Julia Lines
	Auditor-Treasurer	Chad Struss
	Finance Director	Kelsey Lakeberg
<u>Cambridge-Isanti Bike Trail</u>		
		Alan Duff
Short yearly meeting.		
<u>Central Minnesota Council on Aging</u>		

Meets Quarterly	Alan Duff
(This appointee also serves on Isanti County Senior Activity Center Board)	Kristi LaRowe (Alt)
	Steve Westerberg (Alt)
<u>Central Minnesota Jobs and Training</u>	
- Meets Quarterly	Mike Warring
<u>Committee of the Whole</u>	
Meets twice monthly - Currently 1st & 3rd Tuesday at 9:00 a.m.	Mike Warring
	Steve Westerberg
	Kristi LaRowe
	Alan Duff
	Bill Berg
<u>Compliance Committee (Recorders' Fees)</u>	Mike Warring
Meets as needed.	Trina Bergloff (staff)
	Elisha Long (staff)
	Chad Struss (staff)
	Julia Lines (staff)
<u>Comprehensive Plan Steering Committee</u>	
	Steve Westerberg
	Bill Berg
<u>Corrections Advisory Board</u>	
Meets quarterly; Wednesday's; June , Sept., Dec.; 7:30 a.m.	Bill Berg
<u>East Central Regional Development Commission</u>	Alan Duff
Meets 4th Monday of every other month; 7:00 p.m.	Steve Westerberg (Alt)
	Kristi LaRowe (Alt)
<u>East Central Regional Juvenile Detention Center</u>	
Meets four times a year	Kristi LaRowe
	Tim MacMillan (staff)
<u>East Central Solid Waste Commission</u>	Bill Berg
Meets 2nd Monday of the month	Mike Warring (alt)
	Trina Bergloff (staff)
<u>Economic Development Authority</u>	
Meets quarterly	
District 1	Alan Duff
	Jamie Erickson
District 2	Bill Berg
District 3	Steve Westerberg
	Seth Zeltinger

	District 4	Mike Warring
		Becky Moritz
	District 5	Kristi LaRowe
		Keith Kerstein
<u>Extension Board (University of MN)</u>		
Meets 1st Thursday every other month; 5:00 p.m.		
2nd Floor Training Room; March, May, September, November		
	County Board Chair	Mike Warring
	County Board Vice Chair	Alan Duff
	County Auditor/Treasurer	Chad Struss
	District 1	Marcy Stoeckel
	District 2	Dawn Christensen?
	District 3	
	District 4	Ron Schleif?
	District 5	Ken Schroepfer
	At-Large (to serve as alternate)	Diane Bjorklund?
<u>Facilities/Security Committee</u>		
		Mike Warring
		Steve Westerberg
		Julia Lines (staff)
		(staff)
		Dan Lakeberg (staff)
<u>GPS 45:93 (Formerly NTI)</u>		
		Alan Duff
		Meets 4th Friday of the month; 10:00 a.m.
		Mike Warring (alt)
<u>Historical Society</u>		
		Mike Warring
<u>Information Technology Committee</u>		
		Meets as needed.
		Bill Berg
		Mike Warring (alt)
<u>Insurance Committee</u>		
		Alan Duff
<u>Isanti County Drainage Authority</u>		
	District 1	Alan Duff
	District 2	Bill Berg
	District 3	Steve Westerberg
	District 4	Mike Warring
	District 5	Kristi LaRowe
<u>Isanti County Initiative on Collaboration Leadership & Efficiency (ICICLE)</u>		
		None - will appoint if needed
Not currently meeting but may be revived.		

<u>Isanti Community Health Board</u>		
Meets monthly		
	District 1	Alan Duff
	District 2	Bill Berg
	District 3	Steve Westerberg
	District 4	Mike Warring
	District 5	Kristi LaRowe
<u>Isanti County Substance Abuse Prevention & Recovery Coalition</u>		Kristi LaRowe
<u>Judicial Ditch #3</u>		
	Commissioner	Steve Westerberg
	Commissioner	Mike Warring
	Commissioner	Bill Berg
<u>Staff Management Committee (Family Services)</u>		
Meets as needed.		Bill Berg
		Mike Warring
<u>Lakes & Pines Board of Directors</u>		
Meets 3rd Monday every other month; 10:00 a.m.		Kristi LaRowe
		Bill Berg (alt)
<u>Law Library Committee</u>		
Annual meeting required		Bill Berg
<u>Library Board</u>		
Meets 2nd Monday of the month; 9:30 a.m. (three-year term)		Kristi LaRowe
		Bill Berg (alt)
		Kelly Nelson
		Barbara Kruschel
<u>Local Collaborative Governing Board</u>		Mike Warring
Meets 4 times a year; Family Services		Kristi LaRowe
<u>Metropolitan Emergency Services Board (MESB)*</u>		
Meets 2nd Wednesday of every other month starting January 11, 2023		Mike Warring
Isanti County is Board Chair in 2023		Bill Berg (alt)
*This appointee also serves on the Executive Committee		
<u>Minnesota Counties Intergovernmental Trust (MCIT)</u>		
	Voting Delegate	Mike Warring
		Alan Duff (alt)

<u>Noxious Weed Appeals Committee</u>		
Meets as needed		Steve Westerberg
		Ron Pederson
		Scott LaRowe
<u>One Watershed, One Plan (1W1P)</u>		
Lower St. Croix 1W1P Policy Committee		Kristi LaRowe
		Alan Duff (alt)
Rum River 1W1P Policy Committee		Alan Duff
		Steve Westerberg (alt)
<u>Out of Home Placement (Family Services)</u>		
Meets quarterly		Alan Duff
		Mike Warring
<u>Parks and Recreation Commission</u>		
Meets 4th Tuesday of the month (except December); 7:00 p.m.		Bill Berg
Government Center		Barry Wendorf (staff)
	District 1	Jamieson Shaffer
		Susan Blom
	District 2	Bob Shogren
		Whitey Redfield
	District 3	Carol Urness
		TBD
	District 4	Luke Merrill
		Wayne Anderson
	District 5	Lee Kingsbury
		Adam Curtis
<u>Passenger Rail (NLX)</u>		
Meets 4th Wednesday of the month; 10:00 a.m.		Steve Westerberg
Pine City Court House		Mike Warring (alt)
<u>Personnel Committee</u>		
	County Board Chair	Mike Warring
	County Board Vice Chair	Alan Duff
<u>Planning Commission</u>		
Meets 2nd Thursday of the month; 7:00 p.m.		
County Board Room; Commissioners will rotate months, current Board Chair will serve as alternate		
	District 1	Alan Duff
		Tim Swanson
		Karyn Hansen
	District 2	Bill Berg
		Bruce Bloomgren

		Bruce Mickelson
	District 3	Steve Westerberg
		Jared Johnson
		Jim Lanore
	District 4	Mike Warring
		Lyle Reynolds
		David Ringstad
	District 5	Kristi LaRowe
		Kathy Skiba
		David Tothe
	At-Large (to serve as alternates)	Open
	At-Large (to serve as alternates)	
Public Health Commission		
Meets quarterly Member	County Board	Bill Berg
	County Board Member	Alan Duff
	Medical Consultant	Dr. Donald Deye, M.D.
	Clinic Representative	Virginia Vidor
	District 1	Tracy Arola
	District 2	Pauline Grossbach
	District 3	Gwen O'Brien
	District 4	Sharon Shelley
	District 5	Debbie Solomon
Safety Committee (Awair)		
Meets 2nd Wednesday of odd months		Alan Duff
Emergency Operations Center (EOC)		Steve Westerberg (alt)
Soil and Water Conservation District (SWCD)		
Meets 3rd Tuesday of each month; 8:00 a.m.		Bill Berg
USDA Service Center in Cambridge		Alan Duff (alt)
Tax Abatement Policy Committee		
	County Board Member	Steve Westerberg
	County Board Member	Kristi LaRowe
	County Auditor-Treasurer	Chad Struss
	County Assessor	Elisha Long
	County Attorney	Jeff Edblad
	EDA Representative	Becky Moritz
	EDA Representative	
Tax Abatement Review Committee		
	County Administrator	Julia Lines
	County Auditor-Treasurer	Chad Struss

County Assessor	Elisha Long
County Attorney	Jeff Edblad
EDA Representative	Becky Moritz
EDA Representative	Steve Westerberg
EDA Representative	Kristi LaRowe
<u>Toward Zero Deaths (TZD)</u>	Steve Westerberg
<u>Township Officers Meeting</u>	Alan Duff
Meets quarterly	Bill Berg
	Steve Westerberg
	Mike Warring
	Kristi LaRowe
<u>Trunk Highway 65 Task Force</u>	Alan Duff
	Bill Berg (alt)
<u>Union Negotiations</u>	
AFSCME - Assistant County Attorney's	Steve Westerberg/Bill Berg
Teamsters - Courthouse Unit	Steve Westerberg/Bill Berg
Teamsters - Family Services Unit	Steve Westerberg/Bill Berg
49's - Highway	Steve Westerberg/Bill Berg
LELS - Deputies	Steve Westerberg/Bill Berg
LELS - Jailers / Dispatchers	Steve Westerberg/Bill Berg
Non-Contract	Steve Westerberg/Bill Berg
	2.7.2023

Motion carried unanimously.

23/02-11 Motion by Duff, seconded by Westerberg, to approve the 2023 AMC Policy Committee Appointments as follows: Environment & Natural Resources Policy Committee – Bill Berg; General Government Policy Committee – Steve Westerberg; Health & Human Services Policy Committee – Kristi LaRowe; Public Safety Policy Committee – Mike Warring; and Transportation & Infrastructure Policy Committee – Alan Duff. Motion carried unanimously.

23/02-12 Motion by Westerberg, seconded by LaRowe, to approve the Resolution in Support of East Central Broadband Grant Application. RESOLUTION IN SUPPORT OF EAST CENTRAL ENERGY'S BROADBAND PROJECT IN ISANTI COUNTY WHEREAS, East Central Energy is working to provide efficient and affordable fiber broadband internet to its service area; and WHEREAS, the mission is to provide high-speed internet to every home and business, fostering community vitality, affordable and quality health care, equitable education, a strong economy, and efficient government; now therefore, be it WHEREAS, East Central Energy is applying for the 2023 Minnesota Border-to-Border Broadband Development Grant Program. The Border-to-Border Broadband Development Grant Program funds the expansion of broadband service to areas of Minnesota that are unserved or underserved; now therefore, be it RESOLVED, that the governing board of Isanti County, State of Minnesota, hereby endorses East Central Energy's Broadband Project to provide to fiber broadband internet to its service area; and be it further RESOLVED, that Isanti County commits \$39,600 for the matching portion of the 2023 Minnesota Border-to-Border Broadband Development Grant Program grants received in support of East Central Energy's

Broadband Project; and be it further RESOLVED, that the authorizing authority of Isanti County does adopt this resolution. Motion carried unanimously.

23/02-13 Motion by Berg, seconded by Duff, to set the 2023 EDA Meetings for April 25, July 25 and October 24 at 9:00 a.m. Motion carried unanimously.

23/02-14 Motion by Duff, seconded by Westerberg, to approve changing the Committee of the Whole Meeting start times to 1:00 p.m. on April 25, July 25 and October 24, 2023. Motion carried unanimously.

23/02-15 Motion by Berg, seconded by Duff, to approve the 2023 Operating Guidelines for the Isanti County Board of Commissioners. Motion carried unanimously.

O0o Happiness Advantage Update

23/02-16 Motion by Warring, seconded by Duff, to approve the following utility permits: Permit No. 23-02-04; CR 66 - Midcontinent Communications - Place a 715 coax in duct and 1.25" emptyduct across CR 66 from the NE Corner of 66 and Elmhurst Ave to the SE Corner of 66 & Elmhurst Ave. Permit No. 23-02-05; CR 63 - Lumen - Place a buried service wire from the pedestal near 3549 397th Ave NW to the intersection of 397th Ave NW and Tulip St NW. Permit No. 23-02-05; CSAH 23 - Place a buried fiber optic cable from 276th Ave NW to 257th Ave NW along the west side of CSAH 23. Motion carried unanimously.

23/02-17 Motion by Duff, seconded by Berg, to approve the Joint Powers Agreement - Sherburne & Isanti County CSAH 28. JOINT POWERS AGREEMENT FOR IMPROVEMENTS TO 289th AVENUE AT THE ISANTI-SHERBURNE COUNTY LINE THIS AGREEMENT is made and entered into this _____ day of _____, 2023, (the "Effective Date") by and between the County of Sherburne (the "Sherburne"), and the County of Isanti (the "Isanti"), each a political subdivision of the State of Minnesota. WHEREAS, Sherburne will be making certain improvements to CSAH 28 (also known as 289th Avenue) within Sherburne County (the "Sherburne Project"). WHEREAS, as part of the Sherburne Project, the Parties desire to construct a bypass lane within the existing right-of-way for 289th Avenue at the intersection of 96th Street, located at the Sherburne and Isanti County line. WHEREAS, the bypass lane will extend into portions of 289th Avenue that are under the jurisdictions of each County. WHEREAS, Isanti County has the necessary right of way for the construction of the bypass lane. WHEREAS, the Parties understand that the Sherburne Project will cause 289th Avenue in Sherburne County be closed to through traffic for the duration of the Project. WHEREAS, the closure of 289th Avenue will require thru traffic be detoured on Sherburne County State Aid Highway (CSAH) 19 & CSAH 2, and Isanti CSAH 5 & CSAH 28 WHEREAS, the Parties agree that cooperating in the construction of and funding for the bypass lane is in the best interest of the public, and therefore enter into this Agreement to identify the responsibilities and obligations of each of the Parties. NOW, THEREFORE, in consideration of the premises and covenants contained herein and subject to the provisions of Minn. Stat. § 471.59, the Parties agree as follows: 1. Purpose. The Parties enter into this Agreement for the purpose of constructing and jointly funding the Joint County Project (as defined below) in the manner provided for herein. 2. Term. Notwithstanding the date of the signatures of the Parties, the term of this Agreement shall commence on the Effective Date and shall terminate on the date that the Joint County Project has been completed and all other obligations of this Agreement have been fulfilled. 3. Duties of the Parties. 3.1 Solicitation and Award of Contract. Sherburne will, as part of the Sherburne Project, solicit bids for the construction of a bypass lane for 289th Avenue at the intersection of 96th Street, located at the Sherburne and Isanti County line and based on the plans and specifications to be prepared pursuant to this Agreement (the "Joint County Project" or "Project"). The contract will be awarded to the lowest responsible bidder, as determined by Sherburne, in accordance with Minnesota law. 3.2. Plans and Specifications. Sherburne will prepare all plans, specifications, material

quantities and all other documents necessary for the construction of the Joint County Project. The Joint County Project will be designed and constructed to State Aid standards.

3.3. Construction and Construction Oversight. Sherburne will let a contract and construct the Joint County Project at the same time that it constructs the Sherburne Project. Sherburne anticipates constructing, but is not required to construct the Sherburne Project in 2024.

3.4 Right of Way and Construction Approvals. Each Party represents that it has a minimum of fifty (50) feet of right-of-way from the center line of 289th Avenue in the area where the Joint County Project is to be constructed. The Parties anticipate that no additional right-of-way will need to be acquired to construct the Joint County Project. The Parties will cooperate in the use of their existing right-of-way to accommodate the Joint County Project. If the Parties determines that additional construction easements or other land use rights are necessary for the Joint County Project, the County within whose jurisdiction such easements or other land use rights are needed will be responsible for acquiring and paying for such additional easements and other land use rights. Sherburne will be responsible for obtaining environmental permits and approvals necessary for the construction of both the Sherburne Project and the Joint County Project, such as SWPPP, TEP approvals, and NPDES permit.

3.5 Cost Participation. The current estimated total cost of the Joint County Project is \$37,000.00. Following completion of the Joint County Project, Isanti shall reimburse Sherburne for a portion of the final construction costs relating to the Joint County Project applicable to the portion of the project located in Isanti County (which includes the cost for paving 2-12' driving lanes on Isanti CSAH 28). Sherburne shall be responsible for all design, engineering, administration or other soft costs relating to the Joint County Project. The estimated Isanti portion of the Joint County Project construction costs is \$15,000.00. The final Project costs will be based on Sherburne's actual costs as determined by Sherburne's final payments to the contractor for construction of the Joint County Project.

3.6 Payments to Contractor. For purposes of paying the contractor during the Joint County Project, Sherburne will process all payment requests from the contractor(s) and will approve or deny the requests as appropriate, pursuant to the terms of the contract.

3.7 Ownership and Maintenance. Following completion of construction, the Parties will own those Joint County Project improvements located within their respective jurisdictions, and will be solely responsible for the ongoing maintenance of those improvements.

4. General Provisions.

4.1 Entire Agreement; Amendments. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement. The terms and conditions of the exhibits are integral parts of this Agreement and are fully incorporated herein by this reference.

4.2 Cooperation. The Parties agree to cooperate in the use of resources, including available right-of-way to complete the Joint County Project as a whole, to the extent feasible and to the extent permitted by law. The Parties further agree to cooperate in resolving any disputes the Parties may have with the contractor(s) both during the Joint County Project and following completion of the Project.

4.3 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by certified mail to the other party as follows: To Sherburne County: Andrew Witter Sherburne County Engineer Sherburne County Government Center 13880 Business Center Drive Elk River, MN 55330; To Isanti County: Justin Bergerson Isanti County Engineer Isanti County Highway Department 232 North Emerson Cambridge, MN 55008.

4.4 Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

4.5 Disbursement of Funds. All funds disbursed by the Parties pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

4.6 Audit. The parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each party shall allow the other party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.

4.7 Data Practices. All data created, collected, received, stored, used, maintained, or disseminated for any purpose in connection with this Agreement is governed by the Minnesota Data Practices Act, as well as other State and Federal rules and regulations relating to data privacy.

4.8

Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party. 4.9 Liability. Each party will be solely responsible for its own acts and omissions and the results thereof, to the extent authorized by law. The parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement. Minnesota Statutes Chapter 466 and other applicable laws govern the parties' liability. 4.10 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement. Motion carried unanimously.

23/02-18 Motion by Duff, seconded by Berg, to approve the Sale of 2005 Plow Truck. Motion carried unanimously.

23/02-19 Motion by Warring, seconded by Westerberg, to approve the CSAH 5 & East Dual Blvd Contract Amendment. ISANTI COUNTY, MN RESOLUTION NO. 23-13-01 Engineering Study and Intersection Evaluation CSAH 5 and East Dual Boulevard Scope Amendment WHEREAS, the City of Isanti has requested the County to review the intersection of CSAH 5 and East Dual Boulevard for potential traffic control measures due to development and increased traffic, and WHEREAS, the County has obtained an amended proposal from WSB Consultants to perform and complete an Engineering Study and Intersection Evaluation for a cost not to exceed \$10,312.00, and WHEREAS, the County and City have agreed to share in the cost for said Study in the amount of two-thirds County, and one-third City, and BE IT RESOLVED, that Isanti County agrees to participate in the Engineering Study upto two-thirds of the cost, and authorizes the County Engineer to execute the WSB Consultant scope amendment proposal to finalize the report. Motion carried unanimously.

23/02-20 Motion by Berg, seconded by Westerberg, to approve the request for Isanti County Health and Human Services to vacate the current contract and enter into a new contract as the fiscal host for Region 7 East Adult Mental Health Initiative and Canvas Health; to vacate the current contract and enter into a new contract with Allina at Cambridge Medical Center for Behavioral Health Services; and to vacate the current contract and enter into a new contract with Allina at Cambridge Medical Center for Day Treatment Services due to minor changes in the 2023 contract language. Motion carried unanimously.

23/02-21 Motion by Duff, seconded by Westerberg, to approve the 2023 Absentee Ballot Board Resolution Township Elections. A RESOLUTION ESTABLISHING AN ABSENTEE BALLOT BOARD WHEREAS, the Isanti County Auditor-Treasurer administers absentee voting for March township elections; and WHEREAS, Isanti County is required by Minnesota Statutes 203B.121, Subd. 1 to establish an Absentee Ballot Board effective February 10, 2023; and WHEREAS, this board will bring uniformity in the process of accepting or rejecting returned absentee ballots in Isanti County; and WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy county auditors trained in the processing and counting of absentee ballots; NOW THEREFORE BE IT RESOLVED, the Isanti County Board of Commissioners hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy auditors to perform the task; and BE IT FURTHER RESOLVED, the Isanti County Board of Commissioners hereby appoints the following election judges and deputy county auditors as the Absentee Ballot Board: Brynn Becker, Leilani Dick, Kassandra Engberg, Heidi Fowler, Diane Franke, Barbara George, Marisa Gertz, Kasey Gilly, Diane Gunion, Susan Heckt, Rita Jensen, Adrienne Johnson, Darla Joslin, Kelsey Lakeberg, Angela Larson, Jade Lehrer, Linda Monnens, Allen Ondrey, Sandra Ondrey, Barbara Prince, Kathleen Portrament, Briana Richmond, Diane Schultz, Gary Skarsten, Heather Sward, and Lisa Young.

Adopted by the Isanti County Board of Commissioners this 7th day of February 2023. Motion carried unanimously.

23/02-22 Motion by Berg, seconded by Westerberg, to approve the 2023 Liquor License - Red Pine Winery. Motion carried unanimously.

23/02-23 Motion by Berg, seconded by Westerberg, to approve First Half of 2023 Appropriations.

Isanti County Historical Society	\$22,500.00	Isanti County Commission on Aging	\$22,500.00
Isanti County Agricultural Society	\$1,200.00	Central MN Initiative Foundation	\$3,075.00
Isanti Soil/Water Conservation Dist	\$85,081.00	Family Pathways (for Refuge)	\$11,560.00
Central MN Council on Aging Inc.	\$1,267.00	East Central Regional Library	\$261,004.00

Motion carried unanimously.

23/02-24 Motion by Duff, seconded by Westerberg, to approve setting the 2023 Board of Appeal and Equalization Meeting for June 13, 2023, at 6:00 p.m. Motion carried unanimously.

00o Commissioner Committee Reports

23/02-25 Motion by Duff, seconded by Berg, to approve the following claims & warrants:

Bluum Technology	\$21,700.00	Morris Electronics, Inc.	\$10,867.25
Cargill, Incorporated	\$40,183.03	Morton Salt Inc.	\$90,585.05
DW Companies, LLC	\$35,600.92	Nae Mechanical	\$12,386.00
East Central Drug & Violent	\$6,250.00	Office of MNIT Serv Accts Rec	\$10,405.91
Everbridge, Inc.	\$14,267.99	Shi Int. Corp	\$64,031.00
Hansen Surveying	\$6,273.00	Soldo Consulting, P.C.	\$10,485.20
Information Systems Corp	\$18,355.00	TriMin Systems Inc.	\$42,043.00
Total Claims & Warrants:	\$383,433.35		

Motion carried unanimously.

23/02-26 Motion by Berg, seconded by Warring, to adjourn (10:15 a.m.). Motion carried unanimously.

Julia Lines, County Administrator

Mike Warring, County Board Chairperson

By: Colleen Anderson, Administrative Assistant II