CLAY COUNTY BOARD OF COMMISSIONERS
8:30 AM, TUESDAY, OCTOBER 28, 2025
Meeting Room A / B – 3rd Floor – Courthouse

MINUTES

The Clay County Board of Commissioners met in regular session with the following Commissioners present: Paul Krabbenhoft, Ezra Baer, Jenny Mongeau, Kevin Campbell, and David Ebinger. Others present: County Administrator Stephen Larson, County Attorney Brian Melton, Assistant County Administrator Darren Brooke, and Senior Administrative Assistant Sarah Hellem.

Call to Order

Commissioner Campbell called the meeting to order at 8:30 a.m.

Approval of Agenda

On motion by Commissioner Baer, seconded by Commissioner Ebinger, and unanimously carried, the Board approved the agenda.

Motor Vehicle Change Fund Increase

By consent, the Board approved the change fund increase for the Department of Motor Vehicle in the amount of $600.00.

Notice of Intent to Sell Fargo-Moorhead Area Flood Diversion Project Land

By consent, the Board approved to notify the Metro Flood Diversion Authority (MFDA) that Clay County does not intend to purchase any excess lands listed in the advertised inventory.

Citizens to be Heard

There were no citizens to be heard.

Approval of Payment of Bills and Vouchers

On motion by Commissioner Krabbenhoft, seconded by Commissioner Baer, and unanimously carried, the Board approved the bills and vouchers totaling $595,449 from 101 vendors. There were 73 warrants issued under $2,000 ($43,484) and the following 28 were over $2,000.

Internal Revenue Serv	$ 267,951	North American Benefits Company	$ 4,831
Ulteig Operations, LLC	$ 45,635	City Of Moorhead	$ 4,598
Mn Dept Of Revenue	$ 36,000	The Retrofit Companies Inc.	$ 3,623
D & C Enterprise	$ 28,700	Newman Outdoor Advertising	$ 3,600
Prairie Lakes Municipal Solid Waste Auth	$ 28,005	Mn Dept Of Commerce	$ 3,454
Otter Tail Public Health	$ 15,959	The Bridge Center	$ 3,401
Gille/Loretta	$ 13,333	Minnkota EnviroServices, Inc.	$ 3,243
Allen/Glenn David	$ 13,333	Madison National Life	$ 3,187
Schuck/Valerie	$ 13,333	Saber Shred Solutions Inc.	$ 3,084
City Of Fargo	$ 12,348	Fitzgerald Construction Inc.	$ 2,803
M-R Sign Company Inc	$ 8,764	Thomson Reuters - West 590031	$ 2,790
City Of Hawley	$ 8,762	Reliance Telephone	$ 2,530
City of Pelican Rapids	$ 8,517	Office of MNIT Services	$ 2,162
NetCenter Technologies	$ 5,944	Lakeland Mental Health Center, Inc.	$ 2,063

Approval of Minutes from October 14, 2025

On motion by Commissioner Mongeau, seconded by Commissioner Baer, and unanimously carried, the Board approved the minutes from October 14, 2025.

Request Approval of Resolution 2025-28 Authorizing Issuance, Awarding Sale, Prescribing the Form and Details, and Providing for the Payment of $16,270,000 General Obligation Jail Refunding Bonds

Ehlers Senior Municipal Advisor Todd Hagen, requested approval of Resolution 2025-28 authorizing issuance, awarding sale, prescribing the form and details, and providing for the payment of $16,270,000 General Obligation Jail Refunding Bonds. Mr. Hagen referenced the handout for the sale day report and discussed the competitive sale results, bid tabulation, and the rating report.

Mr. Hagen stated 3 bids were received, the first from BAIRD coming in at a 2.9342%, which was .37% less than the pre-sale estimate from last month. The second bid was from MESIROW FINANCIAL, INC which came in at 3.0209%. And the last bid was from KEYBANC CAITAL MARKETS INCORPORATED, which came in at 3.0409%. Mr. Hagen further discussed the savings, the bond call being on February 1, 2026, the call date being in 2033, and what it would look like to refinance again.

Commissioner Campbell asked about the re-offering of the premium and if the County is able to lower the bond amount based on that, meaning it will be paid off earlier. Mr. Hagen stated we re-advertised all 10 years to make it level so you're paying interest on less bonds. Commissioner Campbell asked if this was the only way to use the premium. Mr. Hagen confirmed that was correct and stated you can't keep it on a refinancing, that would be an over issuance. Discussion ensued regarding the mechanism to paying off the project financing, the AA rating, and revenues and sales tax legislation.

Commissioner Campbell asked if the County would have the ability to use those premium dollars outside the scope of the bond, and outside of the scope of the sales tax requirements. Mr. Hagen stated no, with a refinancing like this, we have to lower the bond issue by any other revenues coming in, or it would be an over issuance.

Discussion ensued regarding sales tax collections, and changing the use to sales tax, and what the future could look like.

On motion by Commissioner Mongeau, seconded by Commissioner Ebinger, and unanimously carried, the Board approved Resolution 2025-28 Authorizing Issuance, Awarding Sale, Prescribing the Form and Details, and Providing for the Payment of $16,270,000 General Obligation Jail Refunding Bonds.

RESOLUTION 2025-28

BE IT RESOLVED by the Board of Commissioners (the "Board") of Clay County, Minnesota (the "County"), as follows:

SECTION 1. AUTHORIZATION, SALE AND RECITALS.

1.01. Authorization of Bonds. Pursuant to a resolution adopted by this Board on September 23, 2025, this Board determined it to be necessary and expedient for the County to issue its General Obligation Jail Refunding Bonds, Series 2025A (the "Bonds"), pursuant to Minnesota Statutes, Chapters 475.67, subdivision 3(2)(i) and 641, in the approximate principal amount of $17,915,000, to current refund in advance of maturity the County's General Obligation Jail Bonds, Series 2017A, dated as of January 5, 2017, maturing in the years 2027 through 2036 (the "Refunded Bonds") and issued in the original principal amount of $26,380,000 (the "Series 2017A Bonds").

The Series 2017A Bonds were originally issued to effect an advance crossover refunding of the 2016 through 2027 maturities of the County's $6,100,000 General Obligation Jail Bonds, Series 2006A, dated April 20, 2006 (the "Series 2006A Bonds"). The Series 2006A Bonds were originally issued to finance the acquisition and construction of jail facilities in the County (the "Facilities).

The Refunded Bonds will be called for redemption and paid on February 1, 2026 (the "Redemption Date").

1.02. Sale of Bonds. The City has retained Ehlers & Associates, Inc., an independent municipal advisor ("Ehlers"), to assist the City in connection with the sale of the Bonds. The Bonds are being sold pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), without meeting the requirements for public sale under Minnesota Statutes, Section 475.60, Subdivision 1. The Council has received a proposal from Robert W. Baird & Co. Incorporated, in Milwaukee, Wisconsin (the "Purchaser"), to purchase the Bonds at a price of $17,775,930.97 plus accrued interest, if any, on all Bonds to the day of delivery and payment, on the further terms and conditions hereinafter set forth and in the Preliminary Term Sheet.

1.03. Award. The proposal of the Purchaser is hereby accepted, and the Chairperson and County Auditor are hereby authorized and directed to execute a contract on the part of the County with the Purchaser for the sale of the Bonds in accordance with the Preliminary Term Sheet.

1.04. Recitals. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, existing, having happened and having been performed, it is now necessary for this Board to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

1.05. Savings. It is hereby determined that by the issuance of the Bonds the County will realize a substantial interest rate reduction, a gross savings of approximately $702,271.89 and a present value savings of approximately $597,786.90.

SECTION 2. TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Maturities; Interest Rates; Denominations; Payment and Dates. The Bonds shall be dated, as originally issued, as of November 13, 2025, shall be in the denomination of $5,000 each, or any integral multiple thereof, of single maturities. The Bonds shall mature on February 1 in the years and amounts stated below, and shall bear interest from date of original issue until paid or duly called for redemption at the annual rates set forth opposite such years and amounts, as follows:

Maturity	Principal Amount	Rate	Maturity	Principal Amount	Rate
2027	$1,160,000	5.000%	2032	$1,670,000	5.000%
2028	1,370,000	5.000	2033	1,750,000	5.000
2029	1,440,000	5.000	2034	1,840,000	5.000
2030	1,515,000	5.000	2035	1,930,000	4.000
2031	1,585,000	5.000	2036	2,010,000	4.000

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein, provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.07 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.02. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.05, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable semiannually on February 1 and August

1 in each year, commencing August 1, 2026, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the bond register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the month immediately preceding the Interest Payment Date, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.03. Redemption. Bonds maturing in 2034 and later years shall be subject to redemption and prepayment at the option of the County, in whole or in part, in such order of maturity dates as the County may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in multiples of $5,000, on February 1, 2033, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption.

The County Auditor shall cause notice of the call for redemption thereof to be published if and as required by law and, at least thirty days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bond to be redeemed at their addresses as they appear on the bond register described in Section 2.05 hereof, provided that notice shall be given to any securities depository in accordance with its operational arrangements. No defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

2.04. Appointment of Initial Registrar. The County hereby appoints Bond Trust Services Corporation, in Roseville, Minnesota, as the initial registrar, transfer agent and paying agent (the "Registrar"). The Chairperson and County Auditor are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The County agrees to pay the reasonable and customary charges of the Registrar for the services performed. The County reserves the right to remove the Registrar, effective upon not less than thirty (30) days' written notice and upon the appointment of (and acceptance of such appointment by) a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

2.05. Registration. The effect of registration and the rights and duties of the County and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the County.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The County and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to any registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the County and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the County. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the County, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.06. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the County Auditor and shall be executed on behalf of the County by the signatures of the Chairperson and the County Auditor, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the County Auditor shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.07. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

"Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person's subrogee.

"Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

"DTC" shall mean The Depository Trust Company of New York, New York.

"Participant" shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

"Representation Letter" shall mean the Representation Letter pursuant to which the sender agrees to comply with DTC's Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the County may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever, and neither the Registrar nor the County shall be affected by any notice to the contrary. Neither the Registrar nor the County shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the County to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the County determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the County may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chairperson or County Auditor, if not previously filed, is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

2.08. Form of Bonds. The Bonds shall be prepared in substantially the form attached hereto as Exhibit A.

SECTION 3. USE OF PROCEEDS; NOTICES OF REDEMPTION. Upon payment for the Bonds by the Purchaser, proceeds of the Bonds shall be used as follows: (a) $17,659,787.41 shall be deposited in a special escrow account with

Zions Bancorporation, National Association, in Chicago, Illinois (the "Escrow Agent") and applied as described in the Escrow Agreement (defined below), or otherwise applied to the redemption of the Refunded Bonds in accordance with the resolution authorizing their issuance; (b) $115,625.00 shall be used to pay issuance expenses of the Bonds, and (c) $518.56 shall be deposited in the Bond Fund created pursuant to Section 4 hereof.

The Chairperson and County Auditor are hereby authorized to enter into an Escrow Agreement with the Escrow Agent establishing the terms and conditions for the escrow account in accordance with Minnesota Statutes, Section 475.67 (the Escrow Agreement).

The County Auditor is hereby directed to advise Bond Trust Services Corporation, Roseville, Minnesota, as paying agent for the Series 2017A Bonds, to call the Refunded Bonds for redemption and prepayment on the Redemption Date, substantially in the form attached hereto as Exhibit B, all in accordance with the provisions of the resolutions authorizing the issuance of the Series 2017A Bonds and the Escrow Agreement, if any.

SECTION 4. GENERAL OBLIGATION JAIL REFUNDING BONDS, SERIES 2025A BOND FUND. The Bonds shall be payable from a separate General Obligation Jail Refunding Bonds, Series 2025A Bond Fund (the "Bond Fund") of the County, which the County agrees to maintain until the Bonds have been paid in full. If the money in the Bond Fund should at any time be insufficient to pay principal and interest due on the Bonds, such amounts shall be paid from other money on hand in other funds of the County, which other funds shall be reimbursed therefor when sufficient money becomes available in the Bond Fund. Into the Bond Fund shall be paid: (a) the amount specified in Section 3 above, if any; (b) all taxes levied and collected in accordance with this resolution; and (c) any other funds appropriated by the Board for the payment of the Bonds.

If the aggregate balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable therefrom, the payment shall be made from any fund of the County which is available for that purpose, and the County Board covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

The Issuer has previously, pursuant to Minnesota Statutes, Section 446A.086 (the Act), entered into a Minnesota Public Facilities Authority County Credit Enhancement Program Agreement (the Agreement) with the Minnesota Public Facilities Authority (the Authority) and the Commissioner of Finance. The Issuer hereby covenants and obligates itself to notify the Authority of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 446A.086, to guarantee payment of the principal and interest on the Bonds when due. The Issuer further covenants to deposit with the Registrar three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Authority that it will be unable to make all or a portion of that payment. The Registrar is authorized and directed to notify the Authority if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar. The Issuer understands that as a result of its covenant to be bound by the provision of the Act, the provisions of that section shall be binding as long as any Bonds remain outstanding.

SECTION 5. PLEDGE OF TAXING POWERS. For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the County shall be and are hereby irrevocably pledged. In order to produce aggregate amounts which, together with the collections of other amounts as set forth in Section 4, will produce amounts not less than 5% in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, ad valorem taxes are hereby levied on all taxable property in the County, the taxes to be levied and collected in the following years and amounts:

Levy Years	Collection Years	Amount

See attached levy calculation

The taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the tax levies from other legally available funds, in accordance with the provisions of Minnesota Statutes, Section 475.61.

SECTION 6. BOND FUND BALANCE RESTRICTION. In order to ensure compliance with the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations thereunder (the "Regulations"), upon allocation of any funds to the Bond Fund, the balance then on hand in the Bond Fund shall be ascertained. If it exceeds the amount of principal and interest on the Bonds to become due and payable through February 1 next following, plus a reasonable carryover equal to 1/12th of the debt service due in the following bond year, the excess shall (unless an opinion is otherwise received from bond counsel) be used to prepay the Bonds, or invested at a yield which does not exceed the yield on the Bonds calculated in accordance with Section 148 of the Code.

SECTION 7. DEFEASANCE. When all of the Bonds have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the registered owners of the Bonds shall cease. The County may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The County may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms by depositing with the Registrar on or before that date an amount equal to the principal, redemption premium, if any, and interest then due, provided that notice of such redemption has been duly given as provided herein. The County may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or earlier designated redemption date, provided, however, that if such deposit is made more than ninety days before the maturity date or specified redemption date of the Bonds to be discharged, the County shall have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the exemption of interest on any Bonds from federal income taxation and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or, if notice of redemption as herein required has been irrevocably provided for, to such earlier redemption date.

SECTION 8. CERTIFICATION OF PROCEEDINGS

8.01. Registration of Bonds and Levy of Taxes. The County Auditor is hereby authorized and directed to file a certified copy of this resolution in the County records, together with such additional information as required, and to issue a certificate that the Bonds have been duly entered upon the County Auditor's bond register and the tax required by law has been levied.

8.02. Authentication of Transcript. The officers of the County are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, the attorneys rendering an opinion as to the validity thereof, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the County as to the correctness of all statements contained therein.

8.03. Authorization of Payment of Certain Costs of Issuance of the Bonds. The County authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank, National Association on the closing date for further distribution as directed by Ehlers.

SECTION 9. TAX COVENANTS AND ARBITRAGE MATTERS

9.01. General Tax Covenant. The County covenants and agrees with the registered owners from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any actions that would cause interest on the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code") and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. The County represents that the Facilities have been and will continue to be owned and operated by the County and is available to members of the general public on a substantially equal basis. The County will not enter into any lease, management agreement, use agreement, capacity agreement or other contract relating to the use of the Facilities by any non-governmental person which would cause the Bonds to be considered "private activity bonds" or "private loan bonds" under the provisions of Section 141 of the Code or that would cause the Bonds to be considered federally guaranteed.

9.02. Certification. The Chairperson and County Auditor being the officers of the County charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and applicable Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and Regulations.

9.03. Arbitrage Rebate. The County acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The County covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no "gross proceeds" of the Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof.

9.04. Not Qualified Tax-Exempt Obligations. The Bonds are not "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

9.05. County Credit Enhancement Program. Notwithstanding anything else to the contrary contained herein, the terms of the Agreement are hereby incorporated in this resolution.

SECTION 10. CONTINUING DISCLOSURE. (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the County hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the Outstanding Bonds. The County is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the County fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any Outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of a Bond, any person or entity which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The County will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the County, the following information at the following times:

(1) on or before twelve (12) months after the end of each fiscal year of the County, commencing with the fiscal year ending December 31, 2025, the following financial information and operating data in respect of the County (the "Disclosure Information"):

(A) the audited financial statements of the County for such fiscal year, prepared in accordance with generally accepted accounting principles in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the County, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the County; and

(B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under headings: "VALUATIONS – Current Property Valuations"; "DEBT – Direct Debt"; "TAX LEVIES, COLLECTIONS AND RATES – Tax Levies and Collections"; "GENERAL INFORMATION – U.S. Census Data – Population Trend"; and "–

Employment/Unemployment Data;" which may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the County shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the County shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access System ("EMMA") or to the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The County shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the County have materially changed or been discontinued, such Disclosure Information need no longer be provided if the County includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other County operations in respect of which data is not included in the Disclosure Information and the County determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the County shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(2) In a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events (each a "Material Fact"):

(A) Principal and interest payment delinquencies;

(B) Non-payment related defaults, if material;

(C) Unscheduled draws on debt service reserves reflecting financial difficulties;

(D) Unscheduled draws on credit enhancements reflecting financial difficulties;

(E) Substitution of credit or liquidity providers, or their failure to perform;

(F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(G) Modifications to rights of security holders, if material;

(H) Bond calls, if material, and tender offers;

(I) Defeasances;

(J) Release, substitution, or sale of property securing repayment of the securities, if material;

(K) Rating changes;

(L) Bankruptcy, insolvency, receivership or similar event of the obligated person;

(M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(N) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(O) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and

(P) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes of the events identified in paragraphs (O) and (P) above, the term "financial obligation" means (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

As used herein, for those events that must be reported if material, an event is "material" if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also "material" if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(3) In a timely manner, notice of the occurrence of any of the following events or conditions:

(A) the failure of the County to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;

(B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the County under subsection (d)(2);

(C) the termination of the obligations of the County under this section pursuant to subsection (d);

(D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and

(E) any change in the fiscal year of the County.

(c) Manner of Disclosure.

(1) The County agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).

(2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

(1) The covenants of the County in this section shall remain in effect so long as any Bonds are Outstanding. Notwithstanding the preceding sentence, however, the obligations of the County under this section shall terminate and be without further effect as of any date on which the County delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the County to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

(2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the County from time to time, without notice to (except as provided in paragraph (c)(3) hereof) or the consent of the Owners of any Bonds, by a resolution of this Board filed in the office of the recording officer of the County accompanied by an opinion of Bond Counsel, who may rely on certificates of the County and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the County or the type of operations conducted by the County, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the County agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

Request Approval of Appointments to the Clay County Extension Committee

Extension Regional Director Cecilia Amadou requested approval of appointments of three committee members. The Minnesota State Legislature established County Extension Committees in 1923. Each county committee consists of nine members, including two of the County Board, the County Auditor or designee, and six county residents appointed. Members serve three-year terms and can elect to serve a second term.

Commissioner Campbell asked if there could be more information on the committee members moving forward, so the Board knows who is being appointed. Commissioner Mongeau agreed, stating it would be great to have more information on these appointees.

Discussion ensued regarding how many terms there are, the length of those terms, and how many people in total are on the Extension Committee.

On motion by Commissioner Ebinger, seconded by Commissioner Krabbenhoft, and unanimously carried, the Board approved to re-appoint Siham Amedy and Rick Hall to a second three-year term on the Extension Committee from January 1, 2026 - December 31, 2028, and to appoint Alecia Hult to her first three-year term on the Extension Committee from January 1, 2026 - December 31, 2028.

Request Approval of the Lease Rate Increase Request for the Family Services Center

Facilities Director Joe Olson requested approval of the lease rate increase request for the Family Service Center (FSC) and stated the Building Committee conducted a recent commercial lease study across the Fargo–Moorhead area. After receiving the results, it was determined that lease rates at the FSC are well below the regional average. To bring rates closer to market standards while minimizing the impact on tenants, a progressive rate adjustment over a four-year period is being proposed, which would result in a total increase of $5.00 per square foot. Given the timing within the current budget cycle, no rate adjustments will be applied to contracts expiring in the 2026 budget year. The rate adjustments will begin in 2027 and continue through 2029. Discussion ensued regarding the specific rate increases. This phased approach allows tenants adequate time to plan for rate changes while ensuring that the FSC lease rates align more closely with regional market averages. It also supports the Center’s long-term financial sustainability and continued ability to provide quality facilities for community services.

Commissioner Krabbenhoft asked if this information has been shared with any of the FSC tenants. Mr. Olson stated no specific numbers have been discussed but tenants have been informed of potential increases.

On motion by Commissioner Baer, seconded by Commissioner Ebinger, and unanimously carried, the Board approved the lease rate increase request for the Family Service Center as presented.

Request Approval of the Clay-Becker Partnership4Health Community Health Board (CHB) Joint Powers and Delegation Agreements and Bylaws

Health Promotion Director Rory Beil requested approval for the Partnership4Health Community Health Board (CHB) Amended Joint Powers Agreement (JPA), Delegation Agreement, and Bylaws, and stated the Partnership4Health CHB comprised of Clay County, Becker County, Wilkin County and Otter Tail County will soon sunset on December 31, 2025. Clay County and Becker County plan to form a new CBH. The CBH Board approved the Joint Powers Agreement, Delegation Agreement, and the Bylaw at their last meeting. The County Attorney has approved these agreements and bylaws.

Commissioner Campbell asked if the previous JPA that included all four counties was ever rescinded. County Administrator Stephen Larson stated per statute a one-year notice is required which was received. Mr. Beil referenced the JPA as language for termination is included.

On motion by Commissioner Ebinger, seconded by Commissioner Baer, and unanimously carried, the Board approved the Partnership4Health Community Health Board Amended Joint Powers Agreement.

On motion by Commissioner Ebinger, seconded by Commissioner Baer, and unanimously carried, the Board approved the Partnership4Health Community Health Board Delegation

Agreement.

On motion by Commissioner Ebinger, seconded by Commissioner Baer, and unanimously carried, the Board approved the Partnership4Health Community Health Board Bylaws.

Request Approval of Resolution 2025-29 - Urging the Repeal of Minnesota's Moratorium on Nuclear Energy Production

Mr. Larson requested approval of Resolution 2025-29 urging the repeal of Minnesota's Moratorium on Nuclear Energy Production. This resolution recognizes the growing statewide and national demand for reliable, carbon-free energy and highlights the role of nuclear power as a proven, safe, and carbon-free source capable of supporting Minnesota's transition to 100% carbon-free electricity by 2040. The resolution supports the efforts of the Minnesota Nuclear Energy Alliance and urges the Minnesota Legislature and Governor to lift the 30-year-old moratorium on new nuclear energy facilities to ensure affordable, reliable, and sustainable energy for Minnesota's future.

Commissioner Mongeau stated this is important information, and to note that the Environment & Natural Resources group plans to meet again prior to the annual AMC conference in December because additional platform amendments have come forward in regard to nuclear energy components, data centers, and solid waste management districts. A lot of counties are talking about this and it's important for Clay County to be a part of this as well.

Commissioner Krabbenhoft discussed knowing individuals in this field and stated he strongly supports the counties advocacy on this.

Commissioner Baer stated he is strongly in support of this resolution.

On motion by Commissioner Krabbenhoft, seconded by Commissioner Baer, and unanimously carried, the Board approved Resolution 2025-29 urging the repeal of Minnesota's moratorium on Nuclear Energy Production

RESOLUTION OF THE CLAY COUNTY BOARD OF COMMISSIONERS

Urging Repeal of Minnesota's Moratorium on Nuclear Energy Production

Resolution No. 2025-29

WHEREAS, while national, state, and regional electrical demand has been historically stable or declining, recent trends in electrification, economic development, and technology demand have resulted in projected increase in electrical power needs; and

WHEREAS, reliance on carbon free-based energy production continues to increase and dependence on traditional fossil fuel-based energy production continues to decrease, despite significant concern over reliable baseline and peak demand energy; and

WHEREAS, in 2023, Minnesota's Renewable Energy Standard statute was amended to include adding a carbon-free standard that requires electric utilities to provide 100% carbon-free electricity by 2040, leading the nation with such an ambitious goal; and

WHEREAS; nuclear energy is uniquely positioned to address America's energy challenges through generation of carbon-free electricity, with a record of over 70 years of safe operation and storage all with significant federal and state oversight; and

WHEREAS, nuclear energy already generates roughly half of Minnesota's current carbon-free electricity, with nuclear plants safely operating in Minnesota for over 50 years, providing decades of carbon-free affordable electricity for families and businesses; and

WHEREAS, a new generation of advanced nuclear technology offers enhanced safety features, flexibility in siting, and a smaller footprint, making them ideal for future energy needs; and

WHEREAS, thirty-three nations have now pledged to triple nuclear power by 2050, with America leading the charge, all while Minnesota with a world-class engineering talent and manufacturing base is the only state with an outright moratorium on all new nuclear reactor construction; and

WHEREAS, lifting this 30-year-old moratorium is the first step in securing the affordable, clean, and reliable energy Minnesotans needs, especially as the state undertakes its energy transition to meet the 100% carbon-free electricity goals while ensuring reliable baseload power; and

WHEREAS, under the umbrella of the Minnesota Nuclear Energy Alliance (MNEA), a diverse coalition of Minnesota governments, businesses, utilities, labor unions, and environmental advocates is calling on state lawmakers to lift Minnesota's 30-year-old moratorium on new nuclear power development; and

NOW, THEREFORE, BE IT RESOLVED, that the Clay County Board of Commissioners hereby urges the Minnesota State Legislature and the Governor to repeal Minnesota's moratorium on the construction of new nuclear energy facilities.

2026 Budget Discussion

Mr. Larson stated this is a standing item that is presented each week and at this time, there is nothing new to report, resulting in the net levy remaining at 4.92%.

Discussion ensued regarding the bond sale.

Commissioner Ebinger provided an update on the Lake Agassiz Regional Library (LARL) request that was discussed last week and stated Becker County will discuss how they will proceed with LARL's request in the coming weeks. In the meantime, he's looking into what the impact would be if Clay County doesn't provide the full appropriation.

Commissioner Mongeau extended her appreciation to the administration for continuing to look for ways to save.

Committee Reports/County Administrator Update/Discussions

- Commissioner Mongeau reported on meetings for Executive Board; Legislative Planning meeting with Lobbyist Tom Hanson; FM Diversion Land Management; SWAC; MCCJPA;

CAPLP; NSJD/PRTF small group; and Lakeland Mental Health Center.
- Commissioner Baer reported on meetings for the Building Committee; and WCRWD.
- Commissioner Ebinger reported on meetings for FM Diversion Authority Finance; Criminal Justice Advisory Board; and FM Diversion Authority.
- Commissioner Krabbenhoft reported on meetings for Adult Mental Health LAC; Planning Commission; CAPLP; Legislative Planning meeting with Lobbyist Tom Hanson; Historical & Cultural Society; NSJD/PRTF small group; and Cass-Clay Food Commission.
- Commissioner Campbell reported on meetings for Prairie Lakes Municipal Solid Waste; Building Committee; SWAC; MCCJPA; FM Diversion Authority; and WCRWD.
- County Administrator Stephen Larson reported on meetings for Legislative Planning meeting with Lobbyist Tom Hanson; met with Dan Mahli and Peyton Mastera regarding White Earth Casino; Building Committee; MCCJPA; NSJD/PRTF small group; WCRWD; met with Rory Beil and Annabel DuFault regarding opioids; bond sale call with Lori Johnson and Mr. Hagen from Ehlers; of note the Red River Regional Dispatch Center Ribbon cutting is today at 4:45 p.m. and this has been advertised.
- Assistant County Administrator Darren Brooke reported on meetings for Planning Commissioner; Legislative Planning meeting with Lobbyist Tom Hanson; Building Committee; SWAC; UKG MNCCC; PFML; met with Kimberly Savageau; NSJD/PRTF small group; met with Anna Moore and Stephen Larson; met with Quinn Jaeger, Anna Moore, and Michelle Thordahl regarding a grievance; and met with Josh Heggem regarding union negotiations.

BREAK

The Board took a break from 9:44 a.m. to 9:48 a.m.

Closed Session: Board Discussion Re: Labor Negotiations Per Minn. Stat. 13D.03

On motion by Commissioner Mongeau, seconded by Commissioner Ebinger, and unanimously carried, the Board approved to go into closed session at 10:04 a.m. for Board discussion regarding labor negotiations pursuant to Minnesota Statute 13D.03.

On motion by Commissioner Baer, seconded by Commissioner Ebinger, and unanimously carried, the Board approved to come out of closed session at 11:14 a.m.

Adjourn

The meeting was adjourned at 11:14 a.m.

Kevin Campbell, Chair
County Board of Commissioners

Stephen Larson, County Administrator