

# **BOARD OF DIRECTORS' MEETING**

March 26, 2025  
SWWC – Marshall, MN

## **Minutes**

**BOARD PRESENT:** Matt Coleman - Chair, Marshall  
Jody Bauer – Vice Chair, Tracy  
Amanda Lecy - Clerk, Yellow Medicine East  
Ben Bothun, Lac qui Parle County  
Becky Foster, Westbrook/Walnut Grove  
Tonya Kelly, Dawson/Boyd  
Becky Paluch, Ivanhoe  
Nicole Swanson, Tracy  
Brad Johnson, Superintendent, Renville County West (Ex-Officio)

**BOARD ABSENT:** Carla Olson – Treasurer, KMS

**STAFF PRESENT:** Cliff Carmody, Executive Director  
Bobbie Carmody, Administrative Assistant  
Doug Deragisch, Director of Risk Management  
Tegan Gillund, Director of Finance  
Abby Polzine, Director of Human Resources

**GUESTS:** Karley McClellan

**ITEM 1:** **CALL TO ORDER**  
Chair Coleman called the meeting to order at 6:31 pm at SWWC – Marshall, MN.

**ITEM 2:** **INTRODUCTION OF GUESTS**  
Cliff Carmody introduced staff guest Doug Deragisch, Director of Risk Management.  
  
Chair Coleman read the SWWC Mission and Vision statements.

**ITEM 3:** **AGENDA APPROVAL**  
Motion by Becky Paluch, seconded by Amanda Lecy, to approve the agenda with the addition of Item 9.2 – Resolution Authorizing the Issuance of Taxable Bonds – ELC Pipestone. Motion passed unanimously.

**ITEM 4:** **CONSENT AGENDA APPROVAL**  
Motion by Jody Bauer, seconded by Becky Foster, to approve items on the consent agenda as follows:

#### **4.2 Approval of Expenditures**

#### **4.3 Services Contracts**

- Lynd Public Schools – Teacher of Visually Impaired Services - \$3,615.00; Teacher of Deaf/Hard of Hearing - \$3,630.00; and Orientation & Mobility Services - \$6,025.00 from 7/1/24-6/30/25.
- St. Mary's – Bird Island – Mental Health Services from 7/1/24 – 6/30/25 - \$13,600.00.
- Milroy Public School – ECSE Evaluations from 7/1/24-6/30/25 - \$597.29/day.
- City of Redwood Falls – SWWC Membership – 2/25/25 - \$25.00.

#### **4.4 Consultant Contracts**

- Soliant Health, LLC – ESL Teacher services from Tele practitioner Tamara Russell from 8/18/25-6/5/26 - \$77.50/hour.
- STAR Autism Support, Inc. – Training, workshops, and consultation services in the field of Special Education for new sites from July 1, 2025 to June 30, 2026 - \$60,803.60.
- STAR Autism Support, Inc. – Training, workshops, and consultation services in the field of Special Education for returning sites from July 1, 2025 – June 30, 2026 - \$27,500.00.
- Sunbelt Staffing – To provide Speech/Language Pathology services from 4/4/25-6/6/25 with contracted Tele practitioner Mary Weaver - \$112.00/hour.

#### **4.5 Personnel List**

##### **New Hires:**

- Taylor Carlson, Special Education Paraprofessional, full-time (Schedule A/Step 0), with fringes, effective 3/26/2025.
- Megan Gaulke, Special Education Paraprofessional, full-time (Schedule A/Step 2), with fringes, effective 3/10/2025.
- Tyler Ihmels, Speech Language Pathologist, 185 days (50MA & 18), with fringes, effective 8/06/2025.
- Hailey Jenniges, Special Education Paraprofessional, full-time (Schedule A/Step 2), with fringes, effective 3/17/2025.
- Josh Miley, Technology Coordinator, full-time (PS-FY4), with fringes, effective 3/31/2025.
- Jeremiah Oyetunji, PE Teacher, 185 days (BA & 7), with fringes, \$3,000 Signing Bonus, effective 8/06/2025.
- Danielle Pessia, Speech Language Pathologist, 185 days (MA & 15), with fringes, effective 8/06/2025.
- Baylie Peterson, Behavior Specialist, full-time (PS-BS/Step 7), with fringes, effective 8/06/2025.
- Zainab Quraishi, Cybersecurity Specialist, full-time (PS-FY3), with fringes, effective 3/24/2025.
- Abbigale Thomas, Behavior Therapist, full-time (PS-L2BT/Step 2), with fringes, effective 3/11/2025.
- Ashley Willman, Behavior Specialist, part-time (PS-BS/Step 9), without fringes, \$3,000 Signing Bonus, effective 4/10/2025.

- Haylee Zimmer, Special Education Paraprofessional, full-time (Schedule A/Step 1), with fringes, effective 3/10/2025.

**Reinstatement:**

- Kathryn Knutson, Speech Language Pathologist, 75 days (50MA & 16), without fringes, effective 8/22/2025.

**Status Changes:**

- Becky Laleman, E-Rate and Helpdesk Support Specialist, salary adjustment, effective 1/01/2025.
- Leila Sanchez, Special Education Paraprofessional, full-time (Schedule A-L2/Step 2), with fringes, to Substitute Special Education Paraprofessional, without fringes, effective 4/01/2025.
- Michaela Schlenner, Behavior Therapist, full-time (PS-L2BT/Step 12), with fringes, to Senior Behavior Therapist, full-time (PS-SBT/Step 5), with fringes, effective 3/04/2025.
- Santanna Shover, Special Education Paraprofessional, from Level I to Level II, effective 2/27/2025.

**Substitutes 2024-2025:**

- Megan Degner, Substitute Teacher, effective 2024-2025.
- Karen Peterson, Substitute Special Education Paraprofessional, effective 2024-2025.
- Megan Stratmoen, Substitute Teacher, effective 2024-2025.

**Stipends:**

- Kelsey Buysse, Fieldwork Supervision Stipend, effective 1/06/2025-2/28/2025.
- Mackenzie Erickson, Fieldwork Supervision Stipend, effective 1/13/2025-3/07/2025.

**Retirement:**

- Carol Przymus, Accounting Technician-Bookkeeper, effective 6/30/2025.

**Resignations/Terminations:**

- Cheyenne Boeck, Special Education Paraprofessional, effective 3/19/2025.
- Preston Dilley, Special Education Paraprofessional, effective 3/25/2025.
- Jordan Flinn, Special Education Teacher, effective 2/26/2025.
- Trent Johnson, Site Administrator, effective 6/30/2025.
- Olivia Karels, Special Education Paraprofessional, effective 2/27/2025.
- Jordan Maurice, Special Education Paraprofessional, effective 3/03/2025.
- Morgan Noyes, Substitute Special Education Paraprofessional, effective 12/16/2024.
- Ashley Verly, Special Education Paraprofessional, effective 3/10/2025.

Motion passed unanimously.

**ITEM 5: STAFF PRESENTATION – RISK MANAGEMENT**

Doug Deragisch provided a presentation on Risk Management Services which included information on What is an Insurance Pool?; History of Insurance Pools; The Minnesota Healthcare Consortium (MHC); Claims Liability; Health Insurance Premiums and where they are applied; MHC vs SWWC Total Contracts; MHC Governance Structure; MHC Pool Increases; and Revenue Share.

**ITEM 6:      ACTION ITEMS**

**6.1      Resolution Accepting Gifts/Donations**

Motion by Tonya Kelly, seconded by Nicole Swanson, to adopt the resolution accepting gifts/donations as follows:

WHEREAS, Board Policy 706 establishes guidelines for the acceptance of gifts or donations to the Agency;

WHEREAS, Minnesota Statute 465.03 states the Board of Directors may accept a gift, grant, or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members;

THEREFORE, BE IT RESOLVED, that on March 26, 2025, the Board of Directors of Southwest West Central Service Cooperative, ISD 0991, accepts with appreciation the following gifts/donations received by the Agency:

<u>Who's Donating</u>	<u>For What</u>	<u>Amount</u>
Cosmos Industries, Inc.	ELC-Cosmos	\$200.00
Spicer Sunrise Lyons Club	ELC-New London	\$100.00

A roll call vote was taken with Directors Coleman, Bauer, Bothun, Lecy, Foster, Kelly, Paluch, and Swanson voting in favor. Motion passed unanimously.

**6.2      Memorandum of Understanding – Resource Training & Solutions**

Motion by Becky Paluch, seconded by Jody Bauer, to approve the Memorandum of Understanding between SWWC and Resource Training & Solutions for summer externships for educators as presented. Motion passed unanimously.

**ITEM 7:      MONTHLY ADMINISTRATIVE REPORT**

**7.1      Director of Finance**

Tegan Gillund provided a monthly financial report for the month ending February 28, 2025, with 55.6% of revenues collected and 60.6% expended. Updates were also provided on 25-26 Membership Contracts received to date; Preliminary Budget Planning; Ten (10) New Vehicles being received through Enterprise; and final Federal Special Education allocations released by MDE.

**7.2      Director of Human Resources**

Abby Polzine provided updates on position openings to date; Senior Special Education Director Interviews; 25-26 Staffing Process; HITA Bid Opening; CSA and Program Specialist Negotiations; and presentations scheduled at upcoming Business Conferences.

**7.3      Executive Director**

Cliff Carmody shared good news communications received on SpEd Teacher Pipeline Graduates and the work of Sam Schroeder, School Advocate, and reported on school districts withdrawing or reducing SWWC services, Agency Administration building move in timeline; legislative activities and revised budget forecast and its impact on SWWC services; Marshall ELC incident; and the Creative Writing Ceremony scheduled on April 13.

**ITEM 8: PERSONNEL COMMITTEE REPORT**

**8.1 Resolution Discontinuing & Reducing Educational Programs & Positions**

Motion by Jody Bauer, seconded by Nicole Swanson, to adopt the following resolution:

**WHEREAS** the Board of Directors of the SWWC Service Cooperative adopted a resolution on February 26, 2025, directing the administration to make recommendations for reductions in programs and positions until funding is secured for the 2025-26 school year, and

**WHEREAS** said recommendations have been received and considered by the Board,

**BE IT RESOLVED** by the Board of Directors of the SWWC Service Cooperative as follows:

That the following programs and positions or portions thereof, be discontinued:

- ALC Teacher
- Audiologist
- Coordinator of Tiered Supports
- DAPE Teacher
- Due Process Specialist
- ECSE Coordinator
- ECSE Supervisor
- ECSE Teacher
- Education Consultant
- Elementary Education Teacher
- High School Teacher
- Instructional Coach
- Intake Specialist
- Licensed School Nurse
- Medical Careers Instructor
- Mental Health Consultant
- MnMTSS Regional Lead
- Occupational Therapist
- PE Teacher
- Physical Therapist
- Project Search Teacher
- Regional Equitable Access Specialist
- Regional Literacy Lead
- Regional Literacy Network Coach
- Regional Math Lead
- Regional School Nurse Consultant
- Regional Substitute Teacher
- School Advocate
- School Counselor
- School Nurse
- School Psychologist
- School Social Worker
- Social Skills Teacher
- Special Education Teacher

- Specialist of PHD and TBI
- Speech/Language Pathologist
- Teacher of Deaf and Hard of Hearing
- Teacher of Oral/Aural Deaf Education
- Teacher of the Visually Impaired
- Work Based Learning Coordinator

A roll call vote was taken with Directors Coleman, Bauer, Foster, Lecy, Bothun, Kelly, Paluch, and Swanson voting in favor. Motion passed unanimously.

**8.2 2025-27 Administrator Personnel Policies**

Motion by Jody Bauer, seconded by Amanda Lecy, to approve the 2025-27 Administrator Personnel Policies at 7.74%. Motion passed unanimously.

**ITEM 9: FINANCE COMMITTEE REPORT**

**9.1 2024-25 Revised Budgets**

Motion by Matt Coleman, seconded by Ben Bothun, to approve 2024-25 budget revisions as outlined and approve as final all 2024-25 budgets as follows:

- |                   |              |
|-------------------|--------------|
| • General         | \$67,093,015 |
| • RMIC            | \$1,626,451  |
| • Risk Management | \$43,822,337 |

Motion passed unanimously.

**9.2 Resolution Authorizing the Issuance of Taxable Bonds – ELC Pipestone**

Motion by Matt Coleman, seconded by Becky Paluch,

BE IT RESOLVED by the Board of Directors (the “Board”) of Southwest West Central Service Cooperative, a public corporation and agency of the State of Minnesota (the “Cooperative”), as follows:

**ARTICLE I  
AUTHORIZATION AND SALE**

**Section 1.01 Authorization and Purpose.** The Board hereby finds and determines that it is necessary and in the best interest of the Cooperative to authorize the issuance of and to sell its Taxable Revenues Bonds in the aggregate principal amount of \$1,730,000 (as more fully described herein, the “Bonds”) to be issued pursuant to Minnesota Statutes, Chapter 475, as amended. Proceeds of the Bonds will be used to (i) finance capital improvements to the Pipestone Facility, in connection with the lease of such facility, to enhance level IV special education services the Cooperative provides to its member districts, (ii) fund capitalized interest and (iii) pay costs of issuance related to the Bonds (collectively, the “Project”).

**Section 1.02 Sale of Bonds.** The Board has determined that this issue shall be privately sold and placed directly to The Huntington National Bank (the “Purchaser”). Robert W. Baird & Co. Incorporated (herein “Baird”) has acted as the Cooperative’s placement agent in connection with the sale and placement of the Bonds to the Purchaser. The Term Sheet dated March 26, 2025 (the “Term Sheet”), including the proposal of the Purchaser to purchase the Bonds at a price of \$1,730,000 (representing the par amount of the Bonds), is hereby accepted and the Chair or the Executive Director are authorized and directed to

execute and accept the Term Sheet and proposal on behalf of the Cooperative. The Term Sheet is attached here as Exhibit A and the terms and conditions thereof are incorporated herein by this reference.

**Section 1.03 Compliance with Law.** All acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to the issuance of the Bonds having been done, having happened and having been performed in regular and due form, time and manner as required by law, the Board hereby finds and determines that it is necessary for this Board to provide for the issuance, sale and deliver of the Bonds, to establish the form and terms of the Bonds and to provide for the payment and the security thereof.

## **ARTICLE II AUTHORIZATION; BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY**

**Section 2.01 Authorization and Designation.** In accordance with the laws of the State of Minnesota, the Board hereby authorizes the issuance of the Bonds in the aggregate principal amount of \$1,730,000 to be used to finance the Project. Such Bonds, which have been sold on this date to the Purchaser, shall be designated as "Taxable Revenue Bonds, Series 2025A".

**Section 2.02 Maturities, Interest Rates and Denominations.** The Bonds shall be originally dated their date of original issue and delivery (April 22, 2025), shall be issued and sold in denominations of \$5,000 or any integral multiple thereof within a single maturity. The Bonds shall mature on February 1 in the years and amounts set forth below and shall bear interest at the rates per annum set forth below opposite such years and amounts from their date of original issue or from the most recent Interest Payment Date to which interest has been paid or duly provided for until paid or duly called for redemption (if any), as follows:

<b><u>Maturity Date</u></b> <b><u>(February 1)</u></b>	<b><u>Principal Amount</u></b>	<b><u>Interest Rate</u></b>
2034*	\$1,730,000	5.530%
*Term Bond		

The Bonds shall be issuable only in fully registered form. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest thereon and the principal amount thereof, shall be paid by check or draft issued by the Registrar described herein. The Treasurer shall authenticate and deliver the Bonds to the Purchaser, as the registered owner and the Bonds shall not be subject to the Book-Entry System.

The Bonds shall contain a legend indicating that the transferability of such Bond is subject to the restrictions set forth in the Resolution. Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.06 hereof.

**Section 2.03 Dates and Interest Payments.** Upon initial delivery of the Bonds pursuant to Section 2.07 hereof and upon any subsequent transfer or exchange pursuant to Section 2.06 hereof, the date of authentication shall be noted on the Bond so delivered, exchanged or transferred. The interest on the Bonds shall be

payable on February 1 and August 1 (each, an “**Interest Payment Date**”), commencing February 1, 2026, to the Purchaser.

If the date for payment of the principal of or the interest on the Bonds shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city in which the principal corporate office of the Registrar or the Purchaser is located are authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal payment date.

#### **Section 2.04. Redemption.**

**(a) Optional Redemption.** The Bonds are subject to optional redemption and payment prior to maturity at the option of the Cooperative on any date, at a price of par plus accrued interest to the date of redemption. Redemption may be in whole or in part and if in part at the option of the Cooperative and in such manner as the Cooperative shall determine.

The Bonds subject to redemption shall be redeemed in whole multiples of \$5,000. If any Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any whole multiple thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bonds there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this Resolution. If less than all Bonds of any maturity are to be called for redemption pursuant to this Resolution, the Registrar shall select the particular Bonds of such maturity to be redeemed by lot.

**(b) Mandatory Sinking Fund Redemption.** The Bonds maturing on February 1, 2034 (the “**Term Bond**”) is subject to mandatory redemption prior to maturity from sinking fund payments at a redemption price equal to the principal amount of the Bonds to be so redeemed plus accrued interest thereon to the date fixed for redemption, on February 1 in years and principal amounts set forth below, respectively:

#### **February 1, 2034 Term Bond**

<u>Mandatory Redemption</u>	<u>Date Principal Amount</u>
February 1, 2027	\$180,000
February 1, 2028	\$185,000
February 1, 2029	\$200,000
February 1, 2030	\$210,000
February 1, 2031	\$220,000
February 1, 2032	\$230,000
February 1, 2033	\$245,000
February 1, 2034*	\$260,000

\*Final Maturity

The Registrar (as defined herein) shall select by lot the portions of the above-described Bonds (the “**Term Bonds**”) to be redeemed on each sinking fund redemption date (each, a “**Sinking Fund Redemption Date**”). If the Term Bonds



are redeemed at the option of the Cooperative pursuant to Section 2.04(a) above, the Term Bonds so optionally redeemed may, at the option of the Cooperative, be applied as a credit against any subsequent sinking fund redemption with respect to Term Bonds otherwise to be redeemed thereby, such credit to be equal to the principal amount of such Term Bonds redeemed pursuant to Section 2.04(a), provided that the Cooperative shall have delivered to the Registrar not less than 45 days prior to such Sinking Fund Redemption Date a Cooperative certificate stating its election to apply such Term Bonds as such a credit. In such case, the Registrar shall reduce the amount of Term Bonds to be redeemed on the Sinking Fund Redemption Date specified in such Cooperative certificate by the principal amount of Term Bonds so redeemed. Any credit given to sinking fund redemptions pursuant to Section 2.04(a) shall not affect any subsequent sinking fund redemptions, which shall remain payable as otherwise provided in this subsection, unless and until another credit is given in accordance with the provisions hereof.

**(c) Notice of Redemption.** Notice of redemption of Bonds stating their designation, date, maturity, principal amounts and the redemption date shall be given by the Registrar by mailing such notice by first class mail, postage prepaid, not less than 30 days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then registered owner of the Bonds) to the registered owners at their most recent addresses appearing upon the books of the Registrar. Failure to give notice to any particular registered owner or any defect in the notice given to such owner shall not affect the validity of the proceedings calling the Bonds or the redemption of any Bonds for which proper notice has been given. Notice of redemption need not be given to the holder of any Bonds, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption to whom such notice has not been given as provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date. The Cooperative shall give written notice to the Registrar of its election to redeem Bonds at least 45 days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the Cooperative with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as aforesaid no later than the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called; such Bonds shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption and shall continue to be protected by this Bond Resolution and entitled to the benefits and security hereof.

**Section 2.05. Appointment of Initial Registrar and Paying Agent.** The Cooperative hereby appoints the Treasurer, as the initial bond registrar, transfer agent and paying agent (the "Registrar"). The Registrar shall have only such duties and obligations as are expressly specified by this Resolution and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the Cooperative and a successor Registrar, if any.

**Section 2.06. Registration.** The effect of registration and the rights and duties of the Cooperative and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal 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 fifteen days prior to any Interest Payment Date and until the immediately succeeding Interest Payment Date.

Notwithstanding the foregoing, the Bonds may only be transferred to: (i) an affiliate of the Purchaser; (ii) a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the "Securities Act"); (iii) an "Accredited Investor" as defined in Regulation D under the Securities Act; or (iv) a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act.

(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 Cooperative.

(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 Cooperative 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 such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, 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 such 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 such 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 reasonably satisfactory to it, in which both the Cooperative 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 Cooperative. 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.

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

**Section 2.07. Execution; Authentication and Delivery.** The Bonds shall be prepared under the direction of the Clerk of the Board and shall be executed on behalf of the Cooperative by the manual or facsimile signatures of the Chair and the Clerk of the Board, provided that all 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 such Bond has been duly executed by the manual signature of the Registrar. 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 so executed and authenticated, they shall be delivered by the Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed.

### **ARTICLE III FORM OF BONDS**

**The Bonds shall be issued in substantially the form of bond attached as Exhibit B hereto.**

### **ARTICLE IV CREATION OF FUNDS; PLEDGE AND COVENANTS; INVESTMENTS**

**Section 4.01. Revenues Pledged; Security.** The Cooperative receives lease revenue from each of its members in connection with such member's applicable proportionate share of rent payments and capital improvements to be paid in connection with the Pipestone Facility and all other leased facilities, which revenues, less applicable expenses for the operation and maintenance of the facilities, are herein referred to as the "Cooperative Revenues." The Cooperative hereby pledges Cooperative Revenues to the repayment of principal of and interest on the Bonds.

To the extent permitted by law, each member of the Cooperative is authorized, but not obligated, to raise revenue for its proportionate share of rent payments to be paid in connection with the Pipestone Facility and all other leased facilities through a lease levy in accordance with Minnesota Statutes, Section 126C.40, as amended.

The Bonds are not a general obligation of the Cooperative and the Cooperative has no taxing power. No lien is created upon the Project or any other property of the Cooperative as a result of the issuance of the Bonds. The Bonds shall be payable only from (a) any proceeds of the Bonds set aside for payment of interest on the Bonds as it becomes due and (b) Cooperative Revenues.

**Section 4.02. Debt Service Fund.** The principal of and the interest on the Bonds shall be paid from a separate Taxable Revenue Bonds (SWWC Service Cooperative), Series 2025A Debt Service Fund (the "Debt Service Fund") which shall be created and maintained (by the Treasurer) on the books of the Cooperative as a separate debt redemption fund until the Bonds, and all interest thereon, are fully paid.

There shall be deposited in the Debt Service Fund: (a) the Cooperative Revenues, which are hereby irrevocably appropriated and pledged to the payment of principal of and interest on the Bonds, which shall be periodically deposited in the Debt Service Fund in such amounts sufficient to provide payment of all interest and principal when due on the Bonds; (b) investment earnings on funds in the Debt Service Fund; and (c) any and all other moneys which are properly available and are appropriated by the Cooperative to the Debt Service Fund. If any payment of principal or interest on the Bonds will become due when there is not sufficient money in the Debt Service Fund to pay the same, the Treasurer will pay such principal or interest from the general fund of the Cooperative, and the general fund will be reimbursed for such advances out of available Cooperative Revenues, when collected.

**Section 4.03. Project Fund.** There is hereby created a "Taxable Revenue Bonds (SWWC Service Cooperative), Series 2025A Project Fund" (the "Project Fund"), to which there shall be credited \$1,603,581.52 of the proceeds of the Bonds. The funds in the Project Fund shall be used solely to pay costs of the Project.

**Section 4.04. Investments.** Moneys in each of the funds and accounts created and established by this Resolution shall be deposited, invested and secured in accordance with State law. Moneys held in such funds and accounts may be invested by the Cooperative or at its direction in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds. All money held in the funds created by this Resolution shall be kept separate and apart from all other funds of the Cooperative so that

there shall be no commingling of such funds with any other funds of the Cooperative.

**Section 4.05. Reporting of Financial Information.** The Cooperative shall provide Purchaser as soon as is available, but in no event later than 12 months after the end of each fiscal year, its annual financial statement for the most recent year ended.

## **ARTICLE V AUTHORIZATION OF OFFICERS**

The Chair and Executive Director and other officers of the Cooperative are authorized and directed to prepare and furnish to the Purchaser and Bond Counsel, certified copies of all proceedings and records of the Cooperative relating to the Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Cooperative as to the truth of all statements contained therein.

Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each officer, employee and agent of the Cooperative to carry out, or cause to be carried out, and to perform such obligations of the Cooperative and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Resolution and the issuance, sale, and delivery of the Bonds, including, without limitation and whenever applicable, the execution and delivery thereof and of all other related documents, instruments, certificates, and opinions; and (b) delegates to each such officer, employee and agent the right, power, and authority to exercise her or his own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by any such officer, employee or agent of the Cooperative of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the Cooperative's and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the Cooperative and the authorization, approval, and ratification by the Cooperative of the documents, instruments, certifications, and opinions so executed and the action so taken.

A roll call vote was taken with Directors Coleman, Bauer, Lecy, Bothun, Foster, Kelly, Paluch, and Swanson voting in favor. Motion passed unanimously.

**ITEM 10:     MHC/MSC BOARD MEETING UPDATE**

Updates from recent MHC/MSC Board meetings were provided on health carrier RFP results, Joint Powers with MDE, financial reports, and MSC Board Conference.

**ITEM 11:     OPEN FORUM/CLOSING REMARKS**

No comments were made.

**ITEM 12:     OTHER**

Chair Coleman adjourned the meeting at 7:35 pm. The next meeting of the SWWC Board of Directors is scheduled on Wednesday, April 23, 2025, beginning at 6:30 pm at SWWC - Marshall, MN.