

## MEETING MINUTES

### Riley-Purgatory-Bluff Creek Watershed District

#### June 8, 2022, Continuance of June 2, 2022, RPBCWD Board of Managers Special Meeting

PRESENT:

Managers:

Jill Crafton, Treasurer  
Larry Koch, Vice President  
Dorothy Pedersen, Secretary  
David Ziegler, President

Staff:

Amy Bakkum, Administrative Assistant  
Zach Dickhausen, Water Resources Technician II  
Terry Jeffery, Interim District Administrator  
Josh Maxwell, Water Resources Coordinator  
Louis Smith, Attorney, Smith Partners  
Scott Sobiech, Engineer, Barr Engineering Company

Other Attendees:

Mark Casey

*Note: This meeting was held remotely via meeting platform Zoom in abidance with the District's procedures in response to state COVID-19 actions, mandates, and guidance.*

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### 1. Continuation of Special Meeting

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President Ziegler continued the June 2, 2022, Board of Managers Special Meeting at 7:00 p.m. on Wednesday, June 8, 2022. He said there is one topic to discuss and that is the Personnel Committee's Recommendation of an Offer Letter.

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Manager Koch said that is not an item on the agenda for this meeting continuation. He moved to table this meeting to a time to be determined pending a response from the Executive Committee at the Minnesota Board of Water and Soil Resource regarding an email he sent to the Executive Committee on Monday regarding the processes that have taken place so far with regard to this matter. He reported he received a voice message from BWSR saying they were taking this under advisement.

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The motion died due to lack of a second.

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Manager Koch said at the last meeting Mr. Casey and Mr. Smith were to provide an offer letter regarding an offer of employment. Manager Koch said there was no discussion regarding the Personnel Committee. Manager Koch said he received the draft of an agreement, not an offer letter, from Mr. Smith. Manager Koch said he had to mark that letter up extensively and returned it to Mr. Smith.

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17 Manager Koch moved to table this continuation until the managers have had a chance to receive  
18 Mr. Smith's comments and have had a chance to see Manager Koch's proposed changes.  
19 Attorney Smith said he received comments from Manager Koch and reviewed them and is  
20 available to review them with the Board if that is the Board's request.

21 Manager Koch moved to table this continuation until all the managers have had an opportunity to  
22 review his mark ups and comments on the agreement. The motion died due to lack of a second.

23 Manager Koch said he has requested through the Minnesota Data Practices Act all of the  
24 recordings and data pertaining to the selection. He said he has not received even an  
25 acknowledgement of those requests, nor has he received any response of those requests.

26 Manager Koch moved that this continuation be tabled until a response to those have been  
27 completed. The motion died due to lack of a second.

## **2. Selection of Candidate to Whom to Extend Offer for RPBCWD District Administrator and Discuss Offer Letter**

28 Manager Pedersen reported Mr. Casey worked with Attorney Smith to draft an employment  
29 agreement. Manager Pedersen said the information she had collected regarding salary surveys and  
30 ranges she provided to Attorney Smith, who distributed it to the managers.

31 Manager Koch moved to table this meeting, this discussion, this determination until the vacancy  
32 on the Board of Managers has been filled and Manager Ziegler's position has been filled. The  
33 motion died due to lack of a second.

34 Attorney Smith said one of the key terms is the compensation, and it might be helpful to have the  
35 Board review that first.

36 Manager Pedersen said the grade level for the District Administrator position is 9, and she said  
37 she has shared the District's minimum, mid-point, and maximum for that grade level as it stands  
38 right now. She said the minimum is \$95,000 the mid-point is \$118, 500, and the maximum is  
39 \$142,000. Manager Pedersen said in the past the District has considered 0-5 years of service  
40 aligns with the minimum of the salary range, 6-10 years of service aligns with the mid-point of  
41 the salary range, and greater than 10 years of service aligns with the maximum of the salary  
42 range. Manager Pedersen said the minimum salary level is for people who are new to the job and  
43 are still acquiring the experience needed to perform all of the areas they are accountable for. She  
44 said the mid-point salary is for someone who is doing the entire scope of the job and is effective  
45 at their position. Manager Pedersen said the maximum salary is for outstanding performance.

46 Manager Pedersen said the Minnehaha Creek Watershed District shared its salary information  
47 with the RPBCWD last December. She reported the Minnehaha Creek Watershed District's  
48 minimum salary for the District Administrator is \$98,509, it's mid-point is \$118,211, and it's  
49 maximum salary is \$137,913. Manager Pedersen reported the District was part of the salary  
50 survey for Forest Comfort Lake, and she listed the minimum, mid-point, and maximum salary  
51 provided in that report.

52 Manager Pedersen reminded the Board that it hasn't made salary adjustments since it put that  
53 process on hold in 2020, during the pandemic. She said compensation adjustments typically have

54 been approximately 3% to 3.5% but she is seeing information that because of inflation,  
55 compensation adjustments might be 7.0% to 7.5% this year.

56 Manager Pedersen said she felt from her review of the data that the District's pay grade of grade 9  
57 for the District Administrator position is pretty right on for the market. She said she looked at the  
58 fact that Terry Jeffery isn't new to the job, as he has been on the job for 14 or 15 months, and he  
59 hasn't mastered everything the job entails. Manager Pedersen said she feels a fair starting point is  
60 50% between the minimum and mid-point of the job, which is \$106,750 with a review in six  
61 months and some development work. She said Terry Jeffery has expressed an interest in  
62 coursework in public administration and is taking a course in finance currently. She said she  
63 thinks it would be helpful for him to have coaching in HR and benefits and to have an  
64 administrative plan. Manager Pedersen said he could include in his work plan items in which he  
65 wants to develop his skills and bring the plan to the Board by August to discuss. She said she  
66 tried to look at the data and recommend what is fair to the District and fair to Terry Jeffery.

67 Manager Koch asked the amount of Terry Jeffery's current salary. Manager Pedersen said  
68 \$86,320 plus as the Interim Administrator, an additional \$1,500 a month. Manager Koch said  
69 since March 2021 Terry Jeffery has received two written letters of reprimand that are public.  
70 Manager Koch said since then, Terry Jeffery in this position has failed to comply with the  
71 Minnesota Data Practices Act. Manager Koch said during that time, presentation regarding the  
72 rules at the last monthly meeting was mediocre at best. Manager Koch said on that basis, I can't  
73 see paying him any more than what he is being paid now.

74 Manager Koch recommended maintaining Terry Jeffery's salary where it is, at which time the  
75 Board would take a look at his performance. Manager Koch said Terry Jeffery is at the lowest  
76 level of time on the job and you can't equate other work in the work force. Manager Koch said  
77 Terry Jeffery doesn't have that seniority in the position of District Administrator, and he has a  
78 number of issues. Manager Koch said if Terry Jeffery is approved and hired, then a review in  
79 December would make sense. Manager Koch said the District needs to have a budget that takes  
80 into account possible increases.

81 Manager Koch said he can't see giving much if any of a raise at the end of this year unless  
82 performance has dramatically improved.

83 Manager Crafton supported Manager Pedersen's recommendation of \$106,750 because he has  
84 done a lot of new projects, sought out new partnerships, and has been doing the work. She said  
85 she thinks he has earned the \$106,750. President Ziegler said percentage wise the difference  
86 between \$104,000 and \$106,000 is only 2%. President Ziegler noted inflation pressure and lack  
87 of enough workers in the workplace.

88 Manager Pedersen moved to offer Mr. Terry Jeffery \$106,750 a year starting at the next pay  
89 period and with a six-month review. Manager Koch moved to lay this item over until the Board  
90 has heard from Attorney Smith regarding the terms of the employment letter.

91 Manager Koch asked if all managers need to be visible during the meeting. President Ziegler said  
92 the managers are visible on screen. Manager Koch said Manager Crafton at times has not been on  
93 camera. Attorney Smith said the District is still operating under the pandemic conditions per

94 declaration of the president of the Board, so that provision does not require all members be  
95 visible.

96 Attorney Smith said he believes it is appropriate for the managers to consider the motions on the  
97 two key terms of the offer of salary and the six-month review period. He said once this salary  
98 piece is clear, we can move on to the agreement.

99 Manager Koch moved to amend the motion to round the number down to the nearest \$1,000, so  
100 to \$106,000. The motion died due to lack of a second.

101 Manager Crafton seconded Manager Pedersen's motion.

102 Manager Koch said Terry Jeffery has only been in the job for a short period of time, and in that  
103 time he has received two letters of reprimand for the same thing within a 12-month period.

104 Manager Koch said Terry Jeffery's testing scores show he is below average in attention to detail,  
105 and that was demonstrated at the last meeting, and as late as today, when Manager Koch emailed  
106 Terry Jeffery to say the recent treatment on Lotus Lake didn't seem to have any effect on  
107 Eurasian Milfoil, contrary to the information on the web regarding diquat. Manager Koch  
108 described Terry Jeffery's response. Manager Koch said he is sorry, but he can't see the Board  
109 offering something to someone who is not going to pay more attention to the detail and someone  
110 who is not going to follow the rules or is below average in following the rules. Manager Koch  
111 said he already mentioned the Minnesota Data Practices Act, those failures as recently as of this  
112 last week. Manager Koch said regarding recordings requests it should take about 30 seconds to  
113 respond to those. Manager Koch said he has received nothing regarding those, not even an  
114 acknowledgement of receipt. Manager Koch said this goes way back, and at the last meeting of  
115 the Board of Managers, Terry Jeffery showed his reticent to follow rules, in regard to Mr. Smith  
116 saying multiple permits were needed on that project. Manager Koch said Terry Jeffery was  
117 basically arguing against following the rules. Manager Koch said he doesn't think we should have  
118 somebody and shouldn't be paying them this money if they are not willing to follow the rules.

119 Manager Koch said Terry Jeffery has been in charge of permitting. Manager Koch said he  
120 brought three sites on Lotus Lake to Terry Jeffery's attention and Terry Jeffery has done nothing.  
121 Manager Koch said at the last Board meeting Mr. Smith said they would bring something to the  
122 Board, and we'll see if that happens, but that's just another example. Manager Koch said Terry  
123 Jeffery isn't a bad person but he's not the person to be running our organization if he doesn't pay  
124 attention to details and follow the rules. Manager Koch said what concerned him the most was  
125 Terry Jeffery's unwillingness to mention the two letters of reprimand when he was asked if he  
126 had done anything wrong and thought he should have done something different and how did it  
127 turn out. Manager Koch said he never even mentioned those during the interviews. Manager  
128 Koch said he thinks that it is telling. Manager Koch said Terry Jeffery never apologized or said he  
129 was going to correct the conduct after the last letter of reprimand, so Manager Koch can't see the  
130 Board approving paying compensation to a person Manager Koch doesn't think should be our  
131 administrator.

132 Attorney Smith said he is expecting Ms. Wolfe to dial in, but he will proceed regarding the  
133 discussion of terms. Attorney Smith said the first section of the draft agreement details the two  
134 parties. Manager Koch interrupted Attorney Smith to make a point of order. Manager Koch asked  
135 for a copy of the agreement to be put up on the screen. Ms. Bakkum shared on the screen the

136 agreement Attorney Smith emailed her after Manager Koch asked for the agreement to be  
137 displayed on the screen. Attorney Smith said one of the issues the Board briefly discussed is the  
138 starting date for this position and salary and the offer letter has a blank. He said the date is a good  
139 thing for the Board to set this evening. Manager Pedersen suggested the next pay period, which  
140 starts on June 15. Manager Koch said he thinks because the Board doesn't know when or if it is  
141 going to be signed, it would be better to have the effective date July 1, because then it is a six-  
142 month period and it is easier to deal with.

143 Manager Koch asked if Attorney Smith has Manager Koch's mark up. Attorney Smith said yes,  
144 he could email that to Ms. Bakkum now. Attorney Smith emailed Manager Koch's version of the  
145 offer letter to Ms. Bakkum. Manager Koch requested to have all of the recordings of the meetings  
146 including this one so he can forward to the appropriate people at the Minnesota Board of Water  
147 and Soil Resources. Manager Koch directed Ms. Bakkum regarding what part of his marked-up  
148 agreement to display on the screen. Manager Koch said he doesn't want to [continue to] speak out  
149 of order, and he directed President Ziegler to decide how to go back and forth.

150 President Ziegler said he would like Attorney Smith to go through the agreement with discussion  
151 of any questions at the time.

152 Attorney Smith went through the agreement he drafted and noted Manager Koch's recommended  
153 changes, such as inserting the effective date in the first paragraph. Attorney Smith said he doesn't  
154 have a problem with Manager Koch's suggested to insert the effective date into the first  
155 paragraph. Attorney Smith said it sounded like the Board agreed the effective date would be June  
156 15. Manager Koch interrupted Attorney Smith and commented he doesn't know we actually  
157 agreed to June 15 and there was a discussion about June 15 but he [Manager Koch] mentioned  
158 July 1 as a nice, neat start date because we don't know when this is going to be signed or if it is  
159 going to be or if it's going to be done by the 15<sup>th</sup>. Manager Koch said he wanted to point this out  
160 that we've had a discussion but it's an open issue and we haven't voted on it.

161 Manager Crafton asked to be recognized by President Ziegler, and President Ziegler recognized  
162 her to speak. Manager Crafton asked if we could have Attorney Smith go through the whole  
163 agreement and then come back and discuss any discrepancies or anything we want to discuss.  
164 President Ziegler said that seems like a reasonable request, we can do comments at the end.

165 Attorney Smith said the drafted offer agreement was developed based on the template commonly  
166 used by the League of Minnesota Cities and is also consistent with employment agreements that  
167 Ms. Wolfe drafted as well as ones Smith Partners uses and the one Mr. Casey provided, so the  
168 drafter offer agreement is all consistent, so that is the background.

169 Attorney Smith said the first paragraph of the agreement identifies the position of District  
170 Administrator and that the employee is agreeing to serve in that position in accordance with state  
171 statute, the District's Governance Manual, District Rules, Board policies, and to perform such  
172 other legally permissible and proper duties and functions that the Board from time to time  
173 assigns. Attorney Smith summarized the next section of the agreement, which is regarding the  
174 PERA, or pension plan. He went through the section regarding the annual salary and performance  
175 reviews. He said the annual salary the Board identified is \$106,750, and the agreement provides  
176 for an initial six-month performance review and then conducted annually thereafter. Attorney  
177 Smith said the employer agrees to consider an increase after the six-month period but it not

178 obligated to. Attorney Smith went through next section of the agreement, noting the section is  
179 regarding seniority for purposes of benefits and that Terry Jeffery would continue with the same  
180 existing credit for years' service he has with the organization. Attorney Smith went through the  
181 section of the agreements regarding sick leave, the section regarding vacations, the section  
182 regarding holidays, the section recognizing insurance benefits, section 9 regarding dues and  
183 subscriptions, section 10, which provides for professional development. Attorney Smith went  
184 through section 11 regarding general expenses reimbursed, section 12 regarding hours of work,  
185 section 13 regarding general conditions of employment, and then stating the final piece of the  
186 agreement provides for execution by both parties.

187 Manager Koch went through his recommended revisions to the agreement presented by Attorney  
188 Smith to make it a much better agreement. Manager Koch said irrespective of the sources of the  
189 original agreement, he has been dealing with employment agreements for a long time, and this  
190 agreement needs all the work he put into it plus it could probably use some more. Manager Koch  
191 asked Ms. Bakkum to display a section of the agreement that he had recommended be deleted  
192 regarding the employee will use good judgement in outside activities. He said he recommends  
193 leaving it in, noting the District Administrator should be coming to the Board with a professional  
194 development plan and these activities shouldn't be left up to the desires of the employee.  
195 Manager Koch said the job description needs to be attached as an appendix so there's no  
196 argument over what the employee is supposed to be doing, make sure we can change it at any  
197 time. Manager Koch continued speaking about his recommended changes.

198 Manager Koch stated he recommends his changes to the original agreement submitted by  
199 Attorney Smith to better cover the various issues as Manager Koch described. Manager Crafton  
200 said she finds this too restrictive, it deviates from what the District had in place with the previous  
201 District Administrator, and she would like to stick with the agreement Counsel Smith brought  
202 forward. Manager Koch said with all due respect, this is exactly what we should be doing. He  
203 said just because we did something wrong or inappropriately or not in accordance with best  
204 practices in the past is no reason to continue.

205 Manager Koch said this is not overly restrictive, it calls for accountability. He said we should  
206 require this of every employee, this kind of accountability. Manager Koch said he hopes we don't  
207 just let employees show up one day and say, "I'm going to be gone for two or three weeks, bye,  
208 I'm out of here." Manager Koch said he thinks we should expect the same of Mr. Jeffery because  
209 the District Administrator position is no different than any other position and especially given the  
210 issues that Manager Koch has raised.

211 Manager Crafton said she doesn't see it the same way as Manager Koch because of the nature of  
212 the work. She said the Administrator needs the flexibility to make judgments based on what's  
213 happening, and she doesn't see that as not following best practice. Manager Crafton said she sees  
214 that flexibility is crucial to making sure a person is able to do their job and do it well.

215 Manager Pedersen agreed with Manager Crafton that the revisions Manager Koch proposed are  
216 too restrictive. Manager Koch said he doesn't know what Manager Crafton is reading because his  
217 revised agreement isn't restrictive at all on performance, and in fact it's requiring performance.  
218 Manager Koch said this is why he said before, and he is a little irritated, that we should be tabling  
219 this and giving everyone a chance to actually read it and understand it. Manager Koch said other

220 than the fact that we want people to be accountable for their time, there is no restriction under his  
221 proposed revised agreement. Manager Koch said none of the examples of restrictiveness Manager  
222 Pedersen mentioned are covered the proposed revised language. Manager Koch said this is not an  
223 8-hour-a-day, 40-hour-a-week job, and we need to know when the people are working and when  
224 not. He said we don't need people showing up all the sudden saying I'm going to take a leave of  
225 absence or I'm going to take a vacation. Manager Koch said this is a typical provision in an  
226 agreement with an executive. He said he is sorry if the League of Cities or whoever put this  
227 agreement together doesn't have the experience to incorporate standard procedures on reasonable  
228 notice and reasonable approvals, and he is sorry, he can't help that, but that doesn't mean we  
229 make the same mistake.

230 Manager Ziegler said his experience in the business world is that once the position is at the  
231 director and VP level, vacation policies are often written in terms of vacation as required. He said  
232 people are given more flexibility, not less, the higher the position in the organization. Manager  
233 Ziegler said he agrees with Manager Crafton that Manager Koch's revisions seem overly  
234 restrictive.

235 Manager Ziegler asked if there are any motions. Manager Pedersen said she would like  
236 to...Manager Koch interrupted Manager Pedersen. Manager Koch said he had a comment to  
237 address President Ziegler's comment. Manager Koch said maybe President Ziegler has a different  
238 definition of restrictive. Manager Koch said he is just talking about accountability. Manager Koch  
239 said he has drafted many, many executive employment agreements. He said his proposed  
240 provisions are what you see. Manager Koch said there are no directors or presidents who are just  
241 going to let their people decide one day they are going to take a vacation and instead there is a  
242 plan for people taking time off. Manager Koch said if we have experience, that's one thing, but  
243 we don't have experience. Manager Koch said he believes all these changes are best practices,  
244 particularly the references to the policies by which these decisions are going to be made.

245 Manager Koch said if you are going to go with what was presented, we don't even know what the  
246 policies are. He said in fact, one of his requests was please send me or make available to me all of  
247 our policies, and he said he hasn't received a response to that. Manager Koch said if his  
248 recollection serves him correctly, Terry Jeffery responded back something like I'd like to know  
249 where they are all at as well. Manager Koch said the question is where all our policies are and  
250 what are all our policies. He said at a minimum these should always refer to our policies, always  
251 reserve the right to change our policies, and that is just a best practice. Manager Koch said  
252 something needs to be in the agreement regarding notice and accountability.

253 Manager Pedersen moved to accept the employment agreement as drafted by Attorney Louis  
254 Smith. Manager Crafton seconded the motion. Manager Koch said the agreement as presented is,  
255 in his opinion, a very poorly draft agreement. He said he doesn't hold it against Mr. Smith and is  
256 sure it was probably taken out of the League of Cities. Manager Koch said based on all the things  
257 Manager Koch sees coming out of some of these organizations, they're not based on best  
258 practices, they're not what a competent company or organization would have. Manager Koch said  
259 it's inadequate not to address the issues that he has raised in his draft.

260 President Ziegler said the Board could have Mr. Smith take a second look at the agreement with  
261 his HR people and if there needs to be anything adjusted, they can make the required adjustments,

262 or we could leave the motion and second as it stands. Manager Pedersen said she is fine with the  
 263 friendly amendment authorizing Attorney Smith and Julie to make changes if they feel it is  
 264 necessary. Manager Crafton said she doesn't want to get this held up. Manager Pedersen said she  
 265 is saying the friendly amendment is to authorize legal counsel to make the minor changes.  
 266 Manager Crafton said she is fine with that, but she does not want more restrictive language added  
 267 but she is fine with legal counsel reviewing it and making any minor changes. Attorney Smith  
 268 said he understands the direction.

269 Manager Koch asked Mr. Smith if there is anything illegal or plain outright wrong with any of  
 270 Manager Koch's proposed changes. Attorney Smith said he is not aware of any of the proposed  
 271 changes that would be considered illegal. Attorney Smith said that in general our review of your  
 272 suggested changes is we did find them overly restrictive. Manager Koch interrupted to ask  
 273 Attorney Smith to repeat that. Attorney Smith said he thinks that many of Manager Koch's  
 274 suggested changes on things like taking vacation, leave and those things we found overly  
 275 restrictive and unnecessarily complicating the agreement. Attorney Smith said but defining the  
 276 salary at an annual rate and clarifying at will employment means one could be discharged for no  
 277 reason, seem like reasonable adjustments. Manager Koch interrupted to ask if Attorney Smith  
 278 would agree or disagree that it would be a good idea to actually refer to the policies that govern  
 279 those various areas such as vacations or holidays so as to remove any doubt as to what benefits  
 280 the person would have. Attorney Smith responded he thinks in general the idea of having any  
 281 employee receive the employee handbook and sign and acknowledge that they've received it,  
 282 then it is not required in the agreement. Attorney Smith said legal counsel can review that again  
 283 but he thinks that in general it is covered by having employees sign and acknowledge the  
 284 handbook. Manager Koch interrupted, saying none of that was proposed and that is one of the  
 285 purposes of the acknowledgement section. Manager Koch continued asking Attorney Smith  
 286 questions, such as if he has an issue with putting that section in the agreement. Attorney Smith  
 287 responded yes, he thinks it unnecessarily complicates the agreement and the law is what it is and  
 288 he doesn't think further defining it with that language is necessary. Manager Koch responded he  
 289 will refer Attorney Smith to recent Minnesota Supreme Court on those issues, in particular, to the  
 290 effect that basically even a well-drafted policy may not be enforceable so why would we leave it  
 291 wide open. Manager Koch stated with all due respect he would expect it better.

292 By roll call vote, the motion carried 3-1.

293

<i>Manager</i>	<i>Action</i>
Crafton	Yes
Koch	No
Pedersen	Yes
Ziegler	Yes

294

295 President Ziegler asked if there should be a separate motion on the effective date. Manager Koch  
 296 said he had a point of order. President Ziegler acknowledged Manager Koch to proceed. Manager  
 297 Koch said the agreement approved had a blank for the effective date. Manager Koch said without  
 298 a motion or an amendment there is no separate effective date. Manager Koch said usually the  
 299 effective date would be the date the last party signs the agreement. Manager Crafton said she  
 300 thinks June 15 seems very reasonable. Manager Pedersen seconded Manager Crafton’s comment.  
 301 Manager Crafton said she moves that June 15, 2022, is the effective date, which Manager  
 302 Pedersen seconded. President Ziegler said he assumes this date will be documented and added to  
 303 the agreement. Attorney Smith said yes. By roll call vote, the motion carried 3-1.

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<i>Manager</i>	<i>Action</i>
Crafton	Yes
Koch	No
Pedersen	Yes
Ziegler	Yes

305

306 Attorney Smith said legal counsel will review the agreement and will get it and the other  
 307 necessary documents to Terry Jeffery. Manager Koch said does he take it from the comments of  
 308 Mr. Smith that we do not have any conditions to the employment whether they be testing, no  
 309 changes, etc., etc., which is often included in the offers of employment that Manager Koch has  
 310 been involved in drafting. Manager Koch said what the Board approved was to put together an  
 311 offer letter and the Board didn’t approve putting together the employment agreement. Manager  
 312 Koch said that is what he understands is a better practice, which is to put together an offer letter  
 313 saying here’s the proposed employment agreement, here’s where you can find all of the policies,  
 314 this offer is subject to XYZ conditions, and often communicating it’s not binding until it’s been  
 315 duly executed by both parties, so he takes it we are not going to be doing it like that. Manager  
 316 Koch asked if he is correct. Manager Ziegler asked Attorney Smith to respond. Attorney Smith  
 317 stated yes, he is ready to proceed as the Board has authorized.

318

**3. Adjournment**

319 Manager Pedersen moved to adjourn the special meeting. Manager Crafton seconded the  
 320 motion. Manager Koch stated, and noting he will follow this up in writing, his Minnesota Data  
 321 Practices Act request for a copy of the recording of this meeting and the documents and any  
 322 evidence the documents presented and discussed were appropriately posted to the District’s  
 323 website. Upon a roll call vote, the motion carried 3-1.

324

<i>Manager</i>	<i>Action</i>
Crafton	Yes
Koch	No
Pedersen	Yes
Ziegler	Yes

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The meeting adjourned at 8:18 p.m.

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Respectfully submitted,

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Dorothy Pedersen, Secretary