<scottcarlson@northmankato.com>; Kevin McCann <KMcCann@northmankato.com>
Subject: RE: Data Center: Non-Disclosure Agreement Prohibition

Thanks for the information Ward. Right now, the draft AUAR is out for comment on the EQB. We have received many comments in opposition to data centers. I suspect that once we have an official proposal for a data center, there will be some level of organized opposition. However, any data center in North Mankato would be much different than the Farmington one which is rezoning property next to neighborhoods. Ours would be well distanced from any residential neighborhoods in an industrial setting,

Mike Fischer
Community Development Director
City of North Mankato
1001 Belgrade Avenue
North Mankato, MN 56003
507-625-4141

From: wardeiness einessstrategies.com <wardeiness@einessstrategies.com>
Sent: Monday, May 5, 2025 5:04 PM
To: Scott Carlson <scottcarlson@northmankato.com>; Kevin McCann <KMcCann@northmankato.com>; Michael Fischer <MichaelF@northmankato.com>
Subject: Data Center: Non-Disclosure Agreement Prohibition

Hello Mayor Carlson, Kevin and Michael;

I hope all is well and that you had an enjoyable weekend.

Last week, Senator Maye-Quade offered an amendment that would have barred local units of government from entering into NDAs for data centers. She represents Farmington where there has been a loud controversy over the siting of a data center development in the community.

During the debate on the Senate floor, Senator Maye-Quade indicated that she was not only working with citizens from her district but had also been contacted by Noth Mankato residents voicing concerns about data center NDAs.

Fortunately, we were able to defeat the amendment on a 32-32 vote. Senator Draheim did a great job on the floor and was able to convince 4 democrats including Frentz to vote against the amendment.

Does North Mankato have organized opposition to siting the data centers in the city? I expect this issue might reemerge before the end of the session.

Thanks folks.

Ward

Seeberger	Weber	Wiklund
Utke	Westlin	Xiong

Pursuant to Rule 40, Senator Kunesh cast the negative vote on behalf of the following Senators: Clark, Frentz, Hawj, Johnson Stewart, Latz, McEwen, Port, and Seeberger.

Pursuant to Rule 40, Senator Jasinski cast the negative vote on behalf of the following Senators: Bahr, Howe, Miller, Utke, and Weber.

The motion did not prevail. So the amendment was not adopted.

Senator Maye Quade moved to amend S.F. No. 3045 as follows (A41):

Page 101, after line 24, insert:

"Sec. 13. **[471.372] NONDISCLOSURE AGREEMENTS.**

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Data center" means a facility comprised of one or more buildings that has a primary purpose of providing for the storage, management, or processing of digital data.

(c) "Municipality" means a county, home rule charter or statutory city, or town.

Subd. 2. **Nondisclosure agreements restricted.** (a) A municipality must not enter into a nondisclosure agreement or other contract restricting local officials or other representatives of the municipality from disclosing information about a potential data center development in the municipality to members of the public.

(b) Any agreement or contract or term of an agreement or contract that violates paragraph (a) is void and unenforceable.

(c) When a contract contains a provision that is void and unenforceable under paragraph (b), that provision must be severed from the other provisions of the contract to the extent that it is void and unenforceable. The fact that the provision is void and unenforceable does not affect the other provisions of the contract.

(d) A municipality must publicly disclose any contract or agreement that it has entered into that violates paragraph (a) by posting the agreement on its website.

Subd. 3. **Applicability.** This section applies to agreements in force on or after August 1, 2025.

EFFECTIVE DATE. This section is effective on August 1, 2025, and applies to contracts in force on or after the effective date."

Renumber the sections in sequence and correct the internal references

Amend the title accordingly

The question was taken on the adoption of the amendment.

The roll was called, and there were yeas 32 and nays 32, as follows:

Those who voted in the affirmative were:

Boldon	Duckworth	Latz	Mohamed	Seeberger
Carlson	Fateh	Limmer	Murphy	Westlin
Champion	Gustafson	Mann	Oumou Verbeten	Wiklund
Clark	Hawj	Marty	Pappas	Xiong
Cwodzinski	Hoffman	Maye Quade	Pha	
Dibble	Johnson Stewart	McEwen	Port	
Drazkowski	Kunesh	Mitchell	Putnam	

Pursuant to Rule 40, Senator Kunesh cast the affirmative vote on behalf of the following Senators: Clark, Hawj, Johnson Stewart, Latz, McEwen, Port, and Seeberger.

Those who voted in the negative were:

Abeler	Farnsworth	Jasinski	Lieske	Rest
Anderson	Frentz	Johnson	Lucero	Utke
Bahr	Green	Klein	Mathews	Weber
Coleman	Gruenhagen	Koran	Miller	Wesenberg
Dahms	Hauschild	Kreun	Pratt	
Dornink	Housley	Kupec	Rarick	
Draheim	Howe	Lang	Rasmusson	

Pursuant to Rule 40, Senator Kunesh cast the negative vote on behalf of the following Senators: Frentz and Hauschild.

Pursuant to Rule 40, Senator Jasinski cast the negative vote on behalf of the following Senators: Anderson, Bahr, Coleman, Howe, Lang, Lieske, Miller, Utke, and Weber.

The motion did not prevail. So the amendment was not adopted.

Senator Westlin moved to amend S.F. No. 3045 as follows (A86):

Page 107, after line 2, insert:

"(7) a finance professional subject to Security Exchange Commission regulation who works with a registered lobbyist and a principal to the extent the finance professional is participating in conduit financing through a political subdivision;"

Renumber the clauses in sequence

Page 107, after line 23, insert:

"Sec. 8. Minnesota Statutes 2024, section 10A.01, subdivision 22, is amended to read:

Subd. 22. **Local official.** "Local official" means a person who holds elective office in a political subdivision or who is appointed to or employed in a public position in a political subdivision in which the person has:

(1) the authority to make~~, to recommend,~~ major decisions regarding the expenditure or investment of public money;

EDITOR'S PICK

NDAs, code names and shell companies: How Minnesota officials support data center secrecy

Governments are signing non-disclosure agreements and concealing basic information about potential data centers.

By **Walker Orenstein, Jana Hollingsworth and Eva Herscowitz**
The Minnesota Star Tribune

DECEMBER 18, 2025 AT 6:00AM

Zoie Soder, 21, of Duluth, second from left, holds a sign while Kassie Gibbons, 35, of Duluth, chants during a protest organized by "Stop the Hermantown Data Center" in Duluth in November. Opponents have criticized the city's decision to sign a non-disclosure agreement with the construction company developing the project. (Erica Dischino/For the Minnesota Star Tribune)

As the development firm Oppidan explored building a large-scale data center in North Mankato, they emailed a request: "Can the city sign an NDA?"

Five minutes later, North Mankato said yes.

The city's community development director signed the non-disclosure agreement, which meant neither he or anyone else in the city could talk publicly about much of what Oppidan was planning, like the name of a tech giant that might use the data center.

This kind of secrecy has spread in Minnesota as the tech industry sprints to build data centers for cloud infrastructure and artificial intelligence products.

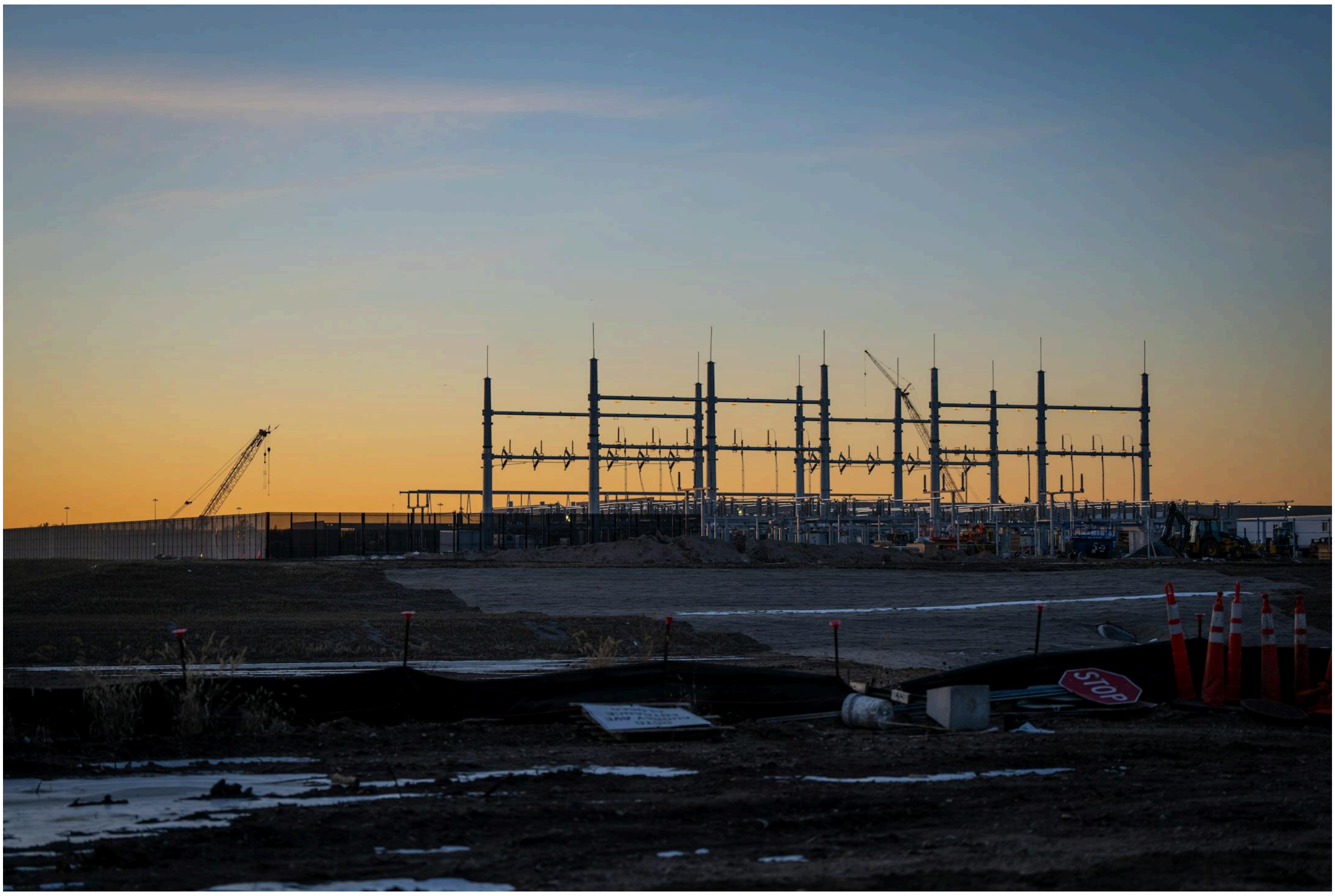
Eight Minnesota cities, two counties and at least one state agency and school district have signed non-disclosure agreements. Many local officials also work with companies in other ways to conceal information – at least initially – about the projects.

The data center industry and some city officials say companies want privacy to workshop designs that will better fit a community, safeguard business plans in a white-hot competitive market and prevent speculation about a project before its details are finalized and eventually released.

"The technological innovation that you have gives you an edge over other competitors in a highly competitive marketplace," said Dan Diorio, vice president of state policy for the industry trade group Data Center Coalition. "So you certainly want to do what you can to protect that."

At the same time, the scarcity of information is driving some Minnesotans to form community groups, pack council chambers, file lawsuits and protest on street corners in furious opposition to these projects. A state lawmaker tried to ban these NDAs because of a Rosemount data center, while an outcry in Hermantown made a county official regret signing one.

"[Hermantown] has been really trying to obscure this and say, 'Oh, there's nothing to see here. Go on with your business. We've got this under control,'" said John Gustafson, who lives near the potential data center. "And that's really been unhelpful for the community."



The construction site of the data center in Rosemount on January 7, 2025. (Renée Jones Schneider/The Minnesota Star Tribune)

Project Bigfoot starts a trend

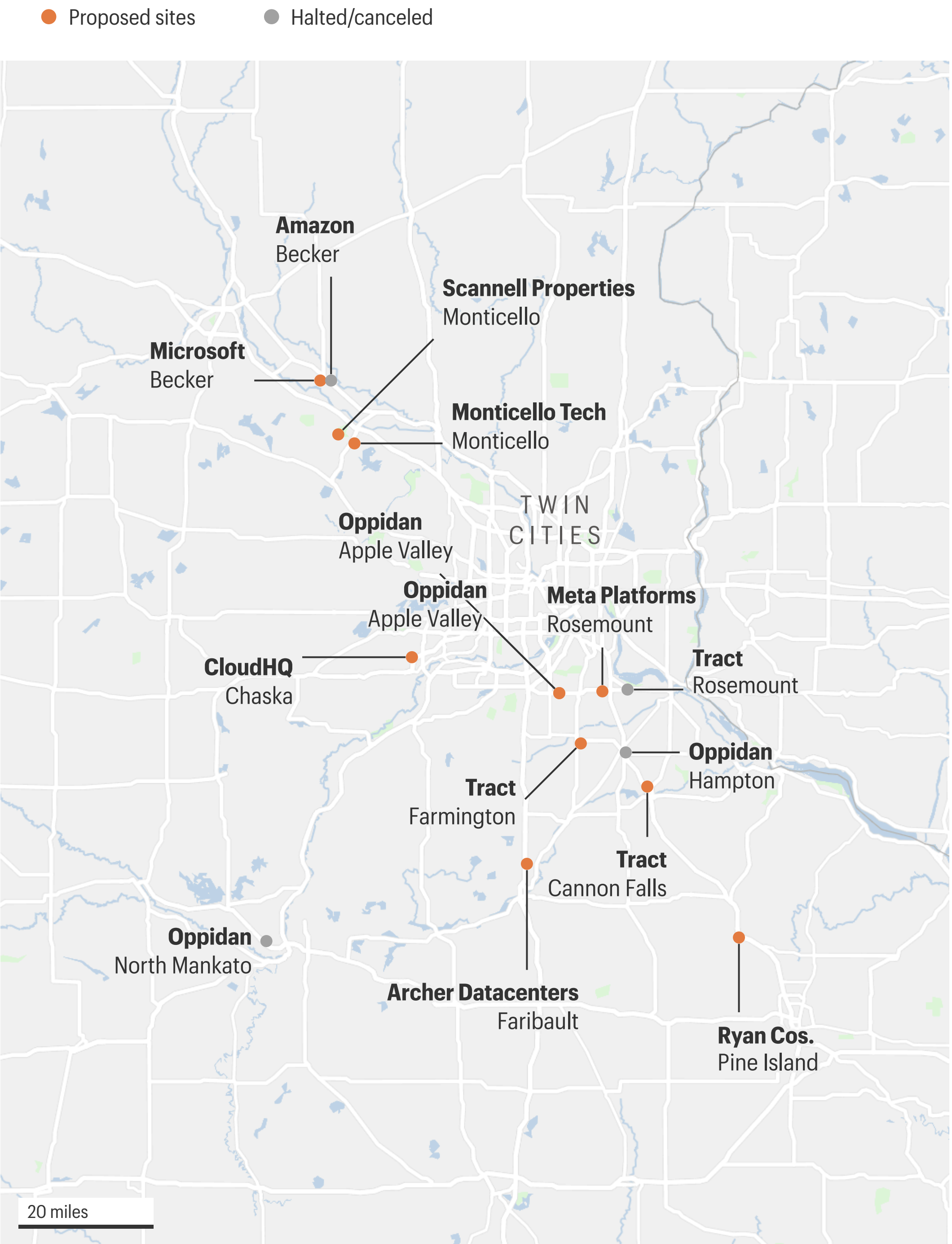
In Rosemount, the blank walls of Minnesota's first large-scale data center are under construction next to farm fields and small university research buildings.

The owner of the project is Meta Platforms, the parent company of Facebook and Instagram.

Potential data centers

There are at least 11 potential data centers in development in the metro area, as well as one in Hermantown, near Duluth, and one in Nobles County in southwestern Minnesota. Many of the proposed data centers would consume over 100 megawatts of power or the equivalent of 100,000 households. For comparison, St. Paul has around 123,000 households.

Data center companies, locations



Source: Public records, company announcements and interviews, U.S. Census Bureau • Map source: OpenStreetMap • Mark Boswell, The Minnesota Star Tribune

Meta revealed its involvement in 2023, but, before that, the company asked Rosemount to sign an NDA while planning its data center and negotiating with the city over aspects of the project.

For more than a year, local officials referred to the data center in city documents and public meetings as "Project Bigfoot." The mayor said the NDA, signed when Meta was vetting multiple sites, blocked Rosemount from revealing Meta's identity. The city approved a development plan and rezoning for the project without publicly saying it was a data center. Meta worked through a front company called Jimnist LLC, masking its involvement.

At one point, a Meta representative emailed with the University of Minnesota using the alias "Ken Confidential," according to reporting and records obtained by Public Records Media, a nonprofit that advocates for government transparency.

Since then, many – but not all – data center developers planning more than a dozen major projects have followed Meta's lead. They commonly use code names for data centers, work through front companies, and constrict government with non-disclosure agreements.

The Minnesota Star Tribune asked every city with a known data center proposal whether anyone in government had signed an NDA. Of the 12 cities contacted, only four never signed any.

Data center non-disclosure agreements

Cities and counties often sign NDAs with companies considering or building data centers in Minnesota that conceal details of a projects in their municipalities.

CITY OR COUNTY	PROJECT	DATA CENTER NDA?
Apple Valley	Oppidan	Yes
Becker	Elk River Technologies (defunct project)	Yes
Becker	Microsoft	Yes
Becker	Google (defunct project)	Yes
Cannon Falls	Tract	No
Carver Co.	CloudHQ	No
Chaska	CloudHQ	No
Dakota Co.	Oppidan	No
Dakota Co.	Tract (Cannon Falls)	No
Dakota Co.	Tract (Farmington)	No
Dakota Co.	Oppidan (Hampton) (defunct project)	No
Dakota Co.	Meta Platforms	No
Dakota Co.	Tract (Rosemount)	No
Faribault	Archer Datacenters	No
Farmington	Tract	Yes
Goodhue Co.	Ryan Cos.	No
Hampton	Oppidan (defunct project)	Yes
Hermantown	Mortenson	Yes
Monticello	Scannell Properties	No
Monticello	Monticello Tech	No
Nicollet	Oppidan	No
North Mankato	Oppidan (defunct project)	Yes
Pine Island	Ryan Cos.	Yes
Rice Co.	Archer Datacenters	No
Rosemount	Meta Platforms	Yes
Rosemount	Tract	No
Sherburne Co.	Amazon (defunct project)	Yes
Sherburne Co.	Microsoft	No
Sherburne Co.	Google (defunct project)	Yes
St. Louis Co.	Mortenson	Yes
Wright Co.	Scannell Properties	No
Wright Co.	Monticello Tech	No

Source: Star Tribune research • Eva Herscowitz, Walker Orenstein and Mark Boswell, The Minnesota Star Tribune

Outrage in Hermantown

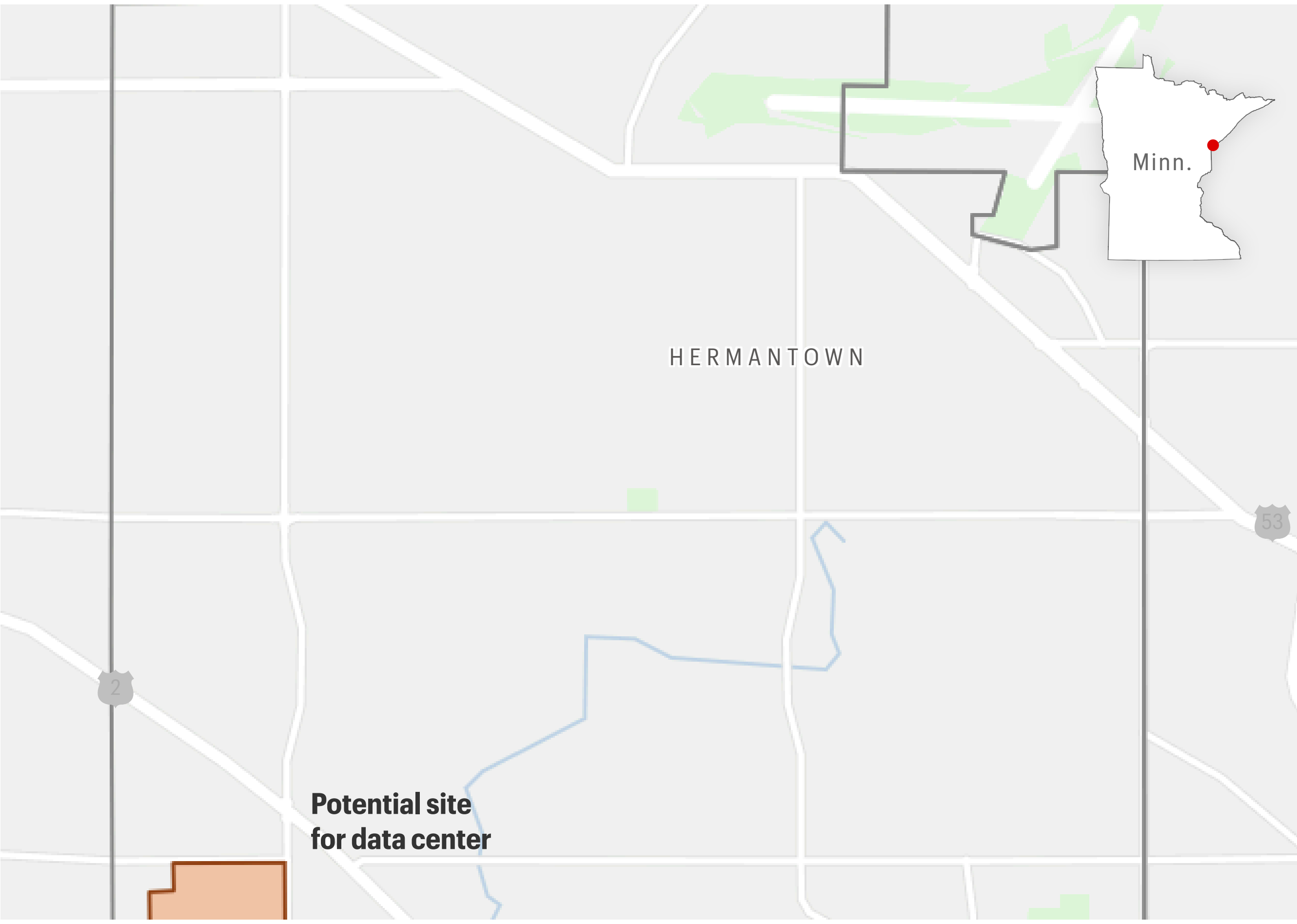
These practices have sparked anger in many cities and towns, such as Hampton and Farmington. Environmental nonprofits, which are critical of the energy and water demands of data centers, have sued cities over the secrecy actions.

Local opposition has erupted most notably in Hermantown, near Duluth.

A meeting of the "Stop the Hermantown Data Center" group in Solway Township, Minn. in November. (Erica Dischino/For the Minnesota Star Tribune)

Hermantown leaders, including the mayor, discussed initial details of the potential data center in private as early as September 2024. Yet the city refused to tell the public that a mystery development was a data center until a year later.

In the meantime, Hermantown changed land use plans, carried out preliminary environmental review on the land where the server farm would go, and turned away questions from nearby residents about whether the project was a data center.



The Star Tribune first reported that the development, code named “Project Loon,” will be a data center by obtaining public records.

Even now, Hermantown won’t say who the company behind Project Loon is or if they know who it is, calling it a Fortune 50 business working through the Minneapolis construction firm Mortenson. Hermantown also signed an NDA with Mortenson.

Once it was widely known that Project Loon would be a data center, a citizen group mobilized to stop it. It filed petitions and joined a lawsuit. The group has held in-person meetings, created a website and social media accounts, and knocked on doors to spread the word.

The most polarizing debate in Hermantown usually centers on its powerhouse high school boys hockey team moving into a tougher competitive class.

Yet before a fiery October council meeting, hundreds rallied with signs and matching red shirts near City Hall. They spent hours telling elected officials they did not want a data center. Many focused on the secrecy of the proposal.

Hermantown resident Katie Hawkins accused city staff of holding “back door” meetings with developers, businesses and elected officials to pave the way for the project, “without the public recognizing what has hit us.”

The 200-plus acre land proposed for the Hermantown data center is seen along Midway Road in Hermantown in November. (Erica Dischino/For the Minnesota Star Tribune)

Why cities sign NDAs

In Hermantown, St. Louis County Board chair Annie Harala said she considered an NDA part of "the early dance of conversations" around economic development when companies are exploring a project they haven't committed to.

She said she signed one to learn more about the project in the hopes of promoting growth in a region where it can be hard to do business.

That's a common refrain from local officials, who view data centers as a rare opportunity for more tax revenue and other community benefits, such as an influx of construction workers.

Officials say information is revealed eventually, and that they are following land use regulations and state public records laws. Many say NDAs are not limited to the data center industry.

Hermantown's economic development director, Chad Ronchetti, has said the city gives the same level of privacy and confidentiality to all developers evaluating projects there, regardless of whether an NDA is signed.

But without that secrecy agreement on the front end, many believe no data center would be possible.

"The developer simply was unable to discuss potential end-user details without such agreement," said Elizabeth Howard, the city administrator in southern Minnesota's Pine Island, in an email.

Some reject NDAs

Chaska had a different response when a data center developer came to town.

When CloudHQ presented Chaska with an NDA to sign, the city declined. It didn't halt conversations with CloudHQ, which has preliminary city approval for a 1.5 million square foot data center on farm land next to a suburban neighborhood.

City Administrator Matt Podhradsky said Chaska has an informal policy against NDAs for any project. The city believes the practice conflicts with state public records laws meant to promote transparency.

Other cities and counties eyed for data centers haven't signed NDAs either. Some weren't asked.

At least one developer has rejected the secrecy contracts. Blake Nixon is president and CEO of Geronimo Power, a company known for building clean power projects that has also proposed a massive data center in southwest Minnesota.

Nixon said Geronimo is not asking local governments to sign NDAs, in part after seeing negative reaction in the wind farm industry when companies insist on them.

"If you can't talk openly about what you're trying to do, that says bad things," he said. "It causes people not to trust what's going on."

Harala of St. Louis County now thinks differently about NDAs after her experience with the Hermantown project. She said they pit counties against each other in competition for projects, and that she'd probably not sign another one.

"I have some heartache from very dear friends who felt like I was hiding something," Harala said.

Not every data center company follows the same blueprint for releasing information. Becker signed an NDA with Microsoft, but early on the Seattle tech giant revealed its interest in a data center when buying land under its own name and not using a front company to conceal its intentions.

The developer Oppidan has disclosed its involvement in a planned data center in Apple Valley, as well as projects in Hampton and North Mankato that have since been halted. Oppidan has also released other key details, like estimates of how much energy and water each facility would use.

Sen. Erin Maye Quade, DFL-Apple Valley, introduced legislation late in the 2025 session that would ban local governments from signing NDAs with data center developers. (Glen Stubbe/The Minnesota Star Tribune)

NDA ban fails at state Capitol

State Sen. Erin Maye Quade, DFL-Apple Valley, watched as Meta's project unfolded near her hometown, a process she called "incredibly alarming."

While the data center will be just outside of her district, Maye Quade represents most of Rosemount. "I was floored that elected officials could sign NDAs to keep secret projects from their constituents," she said.

Late in the 2025 session, Maye Quade introduced legislation that would ban local governments from signing NDAs with data center developers.

The issue did not fall cleanly along partisan lines. Three Republicans voted for the ban in the Senate, while five Democrats voted against it.

At least five Senators who voted against the ban had known data center proposals in their districts.

As legislators debated the measure on the floor of the state Senate, some said it would make Minnesota less competitive. A ban could drive away companies who say NDAs are essential to shield trade secrets and to hide promising sites from competitors while they do early legwork on a project's viability, like whether a city or utility can meet its infrastructure needs.

Sen. Rich Draheim, a Republican from Madison Lake near North Mankato, said in an interview he favors some regulations and disclosure for data centers. But he said it should be up to local governments to decide whether to use NDAs.

DFL State Senator Grant Hauschild voted against banning local governments from signing NDAs with data center developers. (Richard Tsong-Taatarii/The Minnesota Star Tribune)

DFL Sen. Grant Hauschild of Hermantown voted against the ban, and had also sponsored bills to extend tax incentives for data centers. At the time of the vote, Hermantown had not disclosed the NDA – or the potential data center – to the public.

Hauschild would not say if he knew about the Hermantown data center before the vote. The Star Tribune asked seven times for an interview and Hauschild declined.

In a statement, Hauschild said he “did not know the details of the Hermantown project or how NDAs were being used locally.”

He said he voted against the legislation in part because it had not been fully vetted by a legislative committee.

Another crucial vote was Republican Sen. Bill Lieske of Lonsdale. The Meta data center and two other active projects are in his district, along with two more data centers that have since been halted.
Lieske opposes government use of NDAs, and said residents in his cities, like Farmington, think they can’t get proper answers on whether the projects will deplete local water sources or raise electric bills.

“I think almost everybody in my communities are upset about NDAs,” Lieske said. “I’m not seeing anybody that’s like, ‘Oh yeah we really like that you’re keeping secrets from us.’”

Still, Lieske voted against Maye Quade’s ban. He wanted a broader NDA prohibition and said the legislation would have singled out one industry. The legislation failed on a tie, 32-32.

Protestors from the "Stop the Hermantown Data Center" gathered in Duluth in November. (Erica Dischino/For the Minnesota Star Tribune)

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS AGREEMENT is given this 28th day of July, 2023, by the City of North Mankato (the "Recipient").

WHEREAS, Oppidan, Incorporated ("Company") and Recipient are about to engage in discussions for the purpose of evaluating a financial business arrangement; and

WHEREAS, during the course of such discussions, Company will provide certain confidential and inside information to Recipient; and

WHEREAS, Company requires receipt from Recipient and any other interested individuals a covenant not to disclose certain confidential and inside information.

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Recipient, intending legally to be bound, hereby agrees as follows:

1. Nondisclosure of Confidential Information. Unless granted written permission by Company, Recipient agrees, directly or indirectly, not to disclose Confidential Information or Inside Information (both as hereinafter defined).

2. Confidential Information. Confidential Information is information that Recipient learns or develops during the course of its discussions or business arrangement with Company that derives independent economic value from not being generally known, or readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use. It includes but is not limited to trade secrets and may relate to such matters as research and development, profit or loss margins, costs, marketing processes, existing or prospective client lists and any other information which Company treats as confidential or proprietary.

3. Inside Information. Inside Information means information or compilations concerning Company which is not generally known to the public and which would affect the market of Company's business endeavors, or would affect relations between Company and its employees or independent contractors. Inside Information includes: Company's reports which have not yet been released to third parties, performance, termination of opportunities, financial information of any type, other contemplated and ongoing negotiations and discussion on matters not authorized for release to others and any other information deemed by Company to be Inside Information.

4. Documents and Tangible Items. All documents and tangible items which contain or deal in any manner with Confidential or Inside Information are the property of Company and shall remain the exclusive property of Company along with all copies, recording, abstracts, notes or information they contain.

5. Return of Documents and Property. It is the responsibility of Recipient to return all documents together with all copies and other property provided to Recipient with regard to its

prospective business arrangement with Company upon termination of negotiations or discussion relative to such prospective business arrangement.

6. Restriction of Access to Confidential Information. Recipient agrees to restrict access to Confidential Information to those employees and partners who are engaged in the actual evaluation of the potential business arrangement between Company and Recipient on a "need to know" basis, and will require all such potential partners to agree to maintain the Confidential Information and Inside Information in confidence.

7. City Disclosure/Public Records Law Demand. The Parties acknowledge that as a municipal corporation, the Recipient is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. In the event the Recipient receives from a third person or entity any request under the Minnesota Government Data Practices Act for the disclosure of the Confidential Information or Inside Information of Company, Recipient shall promptly notify Company, so that Company has a reasonable opportunity to prevent disclosure of the Confidential Information or Inside Information. Company is exclusively responsible for defending its position concerning the confidentiality of the requested information. Recipient may, but is not required to, assist Company in opposing disclosure of the Confidential Information or Inside Information.

8. Governing Law and Jurisdiction. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Minnesota, and should litigation arise, the same shall be judicated in the courts in and for the State of Minnesota.

IN WITNESS WHEREOF, Recipient has caused this Agreement to be executed the day and year first written above.

RECIPIENT

Mark Frank
City of North Mankato

Cc: Trisha.Sieh@kimley-horn.com
Subject: RE: North Mankato sites

Michael,

Attached is an NDA.

Thanks -Drew

From: Michael Fischer <MichaelF@northmankato.com>
Sent: Wednesday, July 26, 2023 3:08 PM
To: Drew Johnson <Drew@oppidan.com>
Cc: Trisha.Sieh@kimley-horn.com
Subject: RE: North Mankato sites

CAUTION: EXTERNAL

Drew,

Yes, we could certainly do this in phases. However, it would be important to know what property(s) would be part of the first phase.

Yes, we can sign an NDA. Please forward one for review.

Mike

From: Drew Johnson <Drew@oppidan.com>
Sent: Wednesday, July 26, 2023 3:03 PM
To: Michael Fischer <MichaelF@northmankato.com>
Cc: Trisha.Sieh@kimley-horn.com
Subject: RE: North Mankato sites

Hi Mike,

Does the annexation have to match the full-build scenario? Could we start an annexation of, say 200 acres, and get plat, zoning and site plan approval for the first phase? Practically, we'll only build likely 2-3 buildings in the first phase, and then we'll be waiting for the substation.

Let me work on the phase I site plan, and I will send. Can the city sign an NDA? I know you're subject to FOIA laws, but we prefer to have NDAs in place.

-Drew

From: Michael Fischer <MichaelF@northmankato.com>
Sent: Wednesday, July 26, 2023 1:50 PM
To: Drew Johnson <Drew@oppidan.com>
Cc: Trisha.Sieh@kimley-horn.com
Subject: RE: North Mankato sites

Confidential

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Agreement**") is made and entered into between Mortenson Development, Inc. ("**Company**"), and "City of Hermantown" identified below ("**Participant**"). The parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): (a) to evaluate whether to enter into a contemplated business transaction ("**Transaction**"); and (b) if the parties enter into an agreement related to such Transaction, to fulfill each party's confidentiality obligations to the extent the terms set forth below are incorporated therein (the "**Purpose**"). The parties enter into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. **The Effective Date of this Agreement is the date the last party below signs.**

2. Company has been engaged as an agent by a third-party client (the "**Client**") to act on the Client's behalf in connection with the Transaction, which Client intends to participate in the Transaction. The Participant acknowledges and agrees that the Client, even though unnamed in this Agreement for confidentiality purposes, is a third-party beneficiary to this Agreement and shall have the joint and several right to enforce the terms hereof against the Participant.

3. In connection with the Purpose, a party or Client may disclose certain information it considers confidential and/or proprietary ("**Confidential Information**") to the other party, including, but not limited to, tangible, intangible, oral, visual, electronic present, and/or future information, however and whenever acquired, including, but not limited to, by post, fax, e-mail, text message (SMS) and/or visual inspection during any tours of the Discloser's or its affiliates' facilities or premises; such information to include, without limitation: (a) trade secrets (whether or not subject to or protected by copyright, patent, or trademark (registered or unregistered); (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; and/or (e) the terms of any agreement entered into between the parties and the discussions, negotiations and proposals related thereto.

4. The party receiving Confidential Information (a "**Recipient**") will have a duty to protect Confidential Information disclosed to it by the other party ("**Discloser**") only: (a) if it is clearly and conspicuously marked as "confidential" or with a similar designation; (b) if it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or (c) if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.

5. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent: (a) any use of Confidential Information in violation of this agreement; and/or (b) communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to Client and to employees, officers or directors of Recipient with a need to know and who have first signed an agreement with either of the parties containing confidentiality provisions substantially similar to those set forth herein (collectively, "**Authorized Personnel**"). A Recipient will be liable as primary obligor for any breaches of this Agreement notwithstanding that such breaches were committed by Authorized Personnel (with or without Recipient's knowledge).

6. Each party will not do the following, except with the advanced review and written approval of the other party: (a) issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the parties) or mentioning or implying the name of the other party; or (b) make copies of documents containing Confidential Information.

7. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that: (a) the Recipient can demonstrate was already in the Recipient's actual possession or knowledge and which the Recipient lawfully acquired other than from the Discloser was; (b) is or becomes publicly available through no fault, action, omission or intervention of the Recipient; (c) is received by the Recipient from a third party without a duty of confidentiality (express or implied) owed to the Discloser; (d) is independently developed by the Recipient without a breach of this Agreement; (e) is disclosed by the Recipient with the Discloser's prior written approval; or (f) is required to be disclosed by operation of law, court order or other governmental demand ("**Process**"); provided that (i) the Recipient will immediately notify the Discloser of such Process; and (ii) the Recipient will not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.

8. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".

9. This Agreement will remain in effect until it is terminated by either party with thirty (30) days prior written notice. Notwithstanding the foregoing, this Agreement will survive with respect to Confidential Information that is disclosed before the effective date of termination.

10. Unless the parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires five (5) years from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.

11. This Agreement imposes no obligation on a party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license, transfer or otherwise make use of any technology, services or products.

12. No party acquires any intellectual property rights under this Agreement (including, but not limited to, patent, copyright, and trademark rights) except the limited rights necessary to carry out the Purpose in accordance with this Agreement. Each party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.

13. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of Company. Company may assign or transfer this Agreement in its sole discretion.

Confidential

14. This Agreement may be executed in two or more identical counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.

15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the parties. Any failure to enforce a provision of this Agreement will not constitute a waiver thereof or of any other provision.

16. As noted above, the Client is a third-party beneficiary to this Agreement and accordingly is entitled to the rights and benefits under this Agreement, and may enforce the provisions of this Agreement as if it were a party.

17. This Agreement is governed by the laws of the State of Minnesota, without reference to conflict of laws principles. The exclusive venue for any dispute relating to this Agreement will be in the state or federal courts within Minneapolis, MN

COMPANY	PARTICIPANT
Signature:	Signature:
Name: Nathan Goodson	Name: JOE WICKLUND
Title: VP	Title: Asst. City Administrator
Date: 6/3/24	Date 5/21/24

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Agreement**") is made and entered into between Mortenson Development, Inc. ("**Company**"), and "Saint Louis County, Minnesota" identified below ("**Participant**"). The parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): (a) to evaluate whether to enter into a contemplated business transaction ("**Transaction**"); and (b) if the parties enter into an agreement related to such Transaction, to fulfill each party's confidentiality obligations to the extent the terms set forth below are incorporated therein (the "**Purpose**"). The parties enter into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is the date the last party below signs.

2. Company has been engaged as an agent by a third-party client (the "**Client**") to act on the Client's behalf in connection with the Transaction, which Client intends to participate in the Transaction. The Participant acknowledges and agrees that the Client, even though unnamed in this Agreement for confidentiality purposes, is a third-party beneficiary to this Agreement and shall have the joint and several right to enforce the terms hereof against the Participant.

3. In connection with the Purpose, a party or Client may disclose certain information it considers confidential and/or proprietary ("**Confidential Information**") to the other party, including, but not limited to, tangible, intangible, oral, visual, electronic present, and/or future information, however and whenever acquired, including, but not limited to, by post, fax, e-mail, text message (SMS) and/or visual inspection during any tours of the Discloser's or its affiliates' facilities or premises; such information to include, without limitation: (a) trade secrets (whether or not subject to or protected by copyright, patent, or trademark (registered or unregistered); (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; and/or (e) the terms of any agreement entered into between the parties and the discussions, negotiations and proposals related thereto.

4. The party receiving Confidential Information (a "**Recipient**") will have a duty to protect Confidential Information disclosed to it by the other party ("**Discloser**") only: (a) if it is clearly and conspicuously marked as "confidential" or with a similar designation; (b) if it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or (c) if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.

5. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent: (a) any use of Confidential Information in violation of this agreement; and/or (b) communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to Client and to employees, officers or directors of Recipient with a need to know and who have first signed an agreement with either of the parties containing confidentiality provisions substantially similar to those set forth herein (collectively, "**Authorized Personnel**"). A Recipient will be liable as primary obligor for any breaches of this Agreement notwithstanding that such breaches were committed by Authorized Personnel (with or without Recipient's knowledge).

6. Each party will not do the following, except with the advanced review and written approval of the other party: (a) issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the parties) or mentioning or implying the name of the other party; or (b) make copies of documents containing Confidential Information.

7. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that: (a) the Recipient can demonstrate was already in the Recipient's actual possession or knowledge and which the Recipient lawfully acquired other than from the Discloser was; (b) is or becomes publicly available through no fault, action, omission or intervention of the Recipient; (c) is received by the Recipient from a third party without a duty of confidentiality (express or implied) owed to the Discloser; (d) is independently developed by the Recipient without a breach of this Agreement; (e) is disclosed by the Recipient with the Discloser's prior written approval; or (f) is required to be disclosed by operation of law, court order or other governmental demand ("**Process**"); provided that (i) the Recipient will immediately notify the Discloser of such Process; and (ii) the Recipient will not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process. Notwithstanding anything to the contrary in this Agreement, Recipient may disclose Confidential Information to any person who makes a written request for access to the Confidential Information if Recipient reasonably determines that the disclosure is required under the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, or other applicable law.

8. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".

9. This Agreement will remain in effect until it is terminated by either party with thirty (30) days prior written notice. Notwithstanding the foregoing, this Agreement will survive with respect to Confidential Information that is disclosed before the effective date of termination.

10. Unless the parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires five (5) years from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.

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14. This Agreement may be executed in two or more identical counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.

15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the parties. Any failure to enforce a provision of this Agreement will not constitute a waiver thereof or of any other provision.

16. As noted above, the Client is a third-party beneficiary to this Agreement and accordingly is entitled to the rights and benefits under this Agreement, and may enforce the provisions of this Agreement as if it were a party.

17. This Agreement is governed by the laws of the State of Minnesota, without reference to conflict of laws principles. The exclusive venue for any dispute relating to this Agreement will be in the state district court in Duluth or federal district court in Minnesota.

COMPANY: Mortenson Development Inc.	**PARTICIPANT: Saint Louis County, Minnesota**
Signature:	Signature: Darr Jablonsky
Name: Nathan L. Gundrum	Name: Darren Jablonsky
Title: Vice President	Title: Director, St. Louis County Economic & Community Development
Date: 10/21/2024	Date 10/21/2024