

**City of Wabasso**  
**ECONOMIC DEVELOPMENT AUTHORITY**  
**1429 Front Street P O Box 60**  
Wabasso MN 56293  
Special Meeting  
Monday, February 14, 2022  
5:30 pm

**NOTE: THE MEETING WILL BE CONVENED AT THE WABASSO PUBLIC SCHOOL ACTIVITY CENTER DUE TO ONGOING RENOVATIONS AT THE WABASSO COMMUNITY CENTER.**

CALL TO ORDER:

OLD BUSINESS:

1. Adopt Resolution Approving Eastvail Lot Salet to Matthew and Andrea Samyn,
2. Duplex - Approve Bid Packet
  - a. Plans and Specifications
  - b. Contract Documents
  - c. Fiscal Agent
  - d. Process Overview

ADJOURN:

**City of Wabasso**  
**ECONOMIC DEVELOPMENT AUTHORITY**  
Special Meeting – 2/14/22  
Agenda Report

1. **Eastvail 4<sup>th</sup> Lot Sale** – While the EDA has approved the Eastvail Lot sale to Matt and Andrea Samyn, Matt Novak noted that he would feel more comfortable if the EDA approved the sale by resolution in recordable form. Copy attached.
2. **May Street Lot Sales:**
  - a. **Plans and Specs** – Attached is a final draft of the contract, plans and specifications. I reviewed the final draft with Travis Woodford to clarify some items. One item of note is the grading language. Travis and I agree that the lot is relatively flat, and in order to achieve the first floor elevation minimum of 18” above top of curb, there may need to be some soils correction below the perimeter foundation – perhaps 12 – 18” of compacted crushed rock or gravel. I have added language that would address this issue, but the EDA may wish to change that language. Matt has included a couple of addendums the EDA may wish to add.
  - b. **Contract** – Matt is currently drafting the final language. His uncle passed away and he has been out of the office most of this week. It is hoped that the final draft will be included with the packet, but if not I will forward it as soon as I receive a copy.
  - c. **Fiscal Agent** – I am recommending the City hire Amko Advisors as the fiscal agent for the project. I have the engagement letter on the 2/14/22 Council meeting for approval. I am not sure if the EDA needs to act on this and will clarify. I am meeting with the Fiscal Agent on 2/15/22 to discuss the project.
  - d. **Process Overview** – This item is just to go over the process and schedule just to make sure we are on the same page.

**EDA RESOLUTION**

**APPROVING THE SLAE OF LOT ONE, BLOCK ONE OF  
EASTVAIL ADDITION TO MATTHEW AND ANDREA SAMYN**

WHEREAS, the Wabasso Economic Development Authority (EDA), a subdivision of the City of Wabasso, does hold legal title to the real property contemplated by this resolution

AND WHEREAS, the real property, located in Redwood County, Minnesota, is legally described as follows:

Lot One (1) of Block One (1) of Eastvail Fourth Addition to the City of  
Wabasso, Minnesota;

AND WHEREAS, The EDA does find that the sale and conveyance of this property are in the best interests of the city;

AND WHEREAS, The EDA does find that this transaction furthers its general plan of economic development for the city;

THEREFOR BE IT RESOLVED THAT:

1. The Wabasso Economic Development Authority, a subdivision of the City of Wabasso, does hold legal title to the real property contemplated by this resolution.
2. In recognition of the EDA's mission to promote development within the City, and in recognition of that amount offered constitutes a fair and reasonable purchase price, the Wabasso Economic Development Authority hereby agrees to accept the bid of \$ 56,167.17 from Matthew Samyn and Andrea Samyn, and agrees to sell to Matthew Samyn and Andrea Samyn, the following property in Redwood County, Minnesota, legally described as follows:

Lot One (1) of Block One (1) of Eastvail Fourth Addition to the City of  
Wabasso, Minnesota;

3. The following persons shall be authorized, individually or jointly, to sign any purchase agreement, deed, or any other documents necessary to complete the above described transaction:

Pat Eichten – President of Wabasso Economic Development Authority  
Larry Thompson – City Clerk

Approved this 14<sup>th</sup> day of February, 2022.

BY: \_\_\_\_\_  
Pat Eichten, President

BY: \_\_\_\_\_  
Larry Thompson, City Clerk

State of Minnesota, County of Redwood

This instrument was acknowledged before me on February 14, 2022 by Pat Eichten, President of the Wabasso Economic Development Authority and Larry Thompson, City Clerk of the City of Wabasso.

THIS INSTRUMENT WAS DRAFTED BY:  
Matthew B. Novak  
1224 Oak Street, P O Box 39  
Wabasso, MN 56293

\_\_\_\_\_  
Notary Public

**NOTICE TO BIDDERS**  
**Construction of Duplex Housing Unit**  
**City of Wabasso EDA, Minnesota**

Sealed bids will be received and publicly opened by the City Economic Development Authority of Wabasso, Redwood County, Minnesota, at the office of the City Clerk, 1429 Front Street, Wabasso, Minnesota 56293 (Telephone 507-342-5519) on Tuesday, the 1<sup>st</sup> day of March, 2022 at 10:00 A.M. CST for the furnishing of work and materials for the construction of a duplex located at 1380 May Street, Wabasso, Minnesota.

Plans and specifications may be examined at the office of the City Clerk and copies may be obtained for the contractor's individual use by applying to the City Clerk in writing.

Bids must be made on the basis of cash payment for work and accompanied by a cash deposit, certified check on a responsible bank in the State of Minnesota, or a bidder's bond made payable without conditions to the City of Wabasso, MN, in an amount of not less than 5% of the total amount of the bid.

The successful bidder must be a "responsible contractor." The term "responsible contractor" means a contractor as defined in Minnesota Statutes, section 16C.285, subdivision 3. Any prime contractor, subcontractor, or motor carrier that does not meet the minimum criteria or fails to comply with the verification requirements is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. A prime contractor, subcontractor, or motor carrier that makes a false statement under oath verifying compliance with the minimum criteria will be ineligible to be awarded a construction contract on the project, and the submission of a false statement may result in termination of a contract awarded to a prime contractor, subcontractor, or motor carrier that submits the false statement. A prime contractor shall include in its verification of compliance a list of all of its first-tier subcontractors that it intends to retain for work on the project. Before execution of a construction contract, a prime contractor shall submit a supplemental verification under oath confirming that all subcontractors and motor carriers that the prime contractor intends to use to perform project work have verified to the prime contractor, through a signed statement under oath by an owner or officer, that they meet the minimum criteria for a responsible contractor.

The City Council and Economic Development reserves the right to reject any and all bids and to waive any bids received without explanation. No bid may be withdrawn for a period of thirty (30) days.

By the order of the City Economic Development Authority of the City of Wabasso, Minnesota.

Published in Redwood Gazette on February 17, 2022 and posted on the City Web Site ([www.wabasso.org](http://www.wabasso.org)) and City of Wabasso, MN Facebook page on February 17, 2022.

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Larry J Thompson, City Clerk

# **CONSTRUCTION AGREEMENT CITY OF WABASSO, MINNESOTA**

MAY STREET DUPLEX, 2022

This **AGREEMENT** (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF WABASSO ECONOMIC DEVELOPMENT AUTHORITY** a Minnesota municipal corporation (the "City"), and \_\_\_\_\_, a business organized and existing under the laws of the State of Minnesota, (the "Contractor").

## **IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:**

**1. CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement.
- B. Project Description, Specifications, or Proposal.
- C. General Conditions.
- D. Change Orders (which may be issued after the effective date of this Agreement).
- E. Contractor's Bid

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts.

**2. OBLIGATIONS OF THE CONTRACTOR.** The Contractor shall perform the Work in accordance with the Contract Documents. The Work includes all labor, materials, equipment, services, operating costs, business costs, employment costs, taxes, Social Security contributions, disability insurance, unemployment taxes, and any other costs that may or may not be in connection with the services provided by Contractor, as well as all documentation necessary to construct the project. The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for maintaining and supervising all safety precautions and programs in connection with the Work.

**3. CHANGE ORDERS.** Without invalidating this Agreement, the City may from time to time, order additions, deletions, or revisions to the Work. The Contractor and the City shall execute a Change Order changing the Work and agreeing upon a price for the changes.

**4. TIME OF PERFORMANCE.** The Contractor shall substantially complete the Work on or before \_\_\_\_\_, 20\_\_\_\_. Substantial completion is that date when the project is fit for occupancy and ready to be used for its intended purpose.

**5. LIQUIDATED DAMAGES.** The Contractor and the City recognize that time is of the essence in the performance of this Agreement and that the City will incur damages if the Contractor does not substantially complete the Work by the date listed in Paragraph 4. Because such damages for delay would be difficult and costly to determine, the Contractor and the City agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$50.00 for each day that expires after the time for substantial completion; provided the delay was caused by the actions/inactions of the Contractor. Liquidated damages shall be subject to a maximum of 10% of the initial contract price. Liquidated damages shall not be considered an exclusive remedy, and the City does not waive any additional remedy.

**6. PAYMENT.** The City shall pay the Contractor the total sum of \$\_\_\_\_\_ inclusive of sales tax. The City shall make payment in the following manner:

A) 30% of the contract price shall be paid no later than 14 days after the award of the contract.

B) 30% of the contract price shall be paid upon completion of the framing.

C) 35% shall be completed upon completion of all sheet rocking.

D) Five percent (5%) of the amount owed to the Contractor will be retained by the City until after substantial completion of all the Work in an acceptable manner. Final payment shall be made not later than sixty (60) days after certification of substantial completion and invoicing by contractor.

**7. PROMPT PAYMENT TO SUBCONTRACTORS.** Pursuant to Minnesota Statutes, section 337.10, subd. 3, the Contractor shall promptly pay all subcontractors and material suppliers.

**8. INDEPENDENT CONTRACTOR RELATIONSHIP.** It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the Work is performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment, and tools required to perform the Work

contemplated by this Agreement. The City shall not supervise, direct, or have control or authority over, nor be responsible for Contractor's methods of construction, or the Contractor's safety precautions and programs. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the parties.

**9. INSURANCE.** The Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- A. General Liability. The Contractor shall maintain Commercial General Liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insureds.
- B. Workers' Compensation. The Contractor agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry Employer's Liability insurance with minimum limits as follows:
  - \$500,000 – Bodily Injury by Disease per employee
  - \$500,000 – Bodily Injury by Disease aggregate
  - \$500,000 – Bodily Injury by Accident
- C. Additional Insurance Conditions.

The Contractor shall, prior to commencing the Work, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

The insurance requirements may be met through any combination of primary and umbrella/excess insurance. The city must be endorsed as an additional insured on any umbrella/excess policy.

The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement.



The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.

**10. WAIVER OF SUBROGATION.** The City and the Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant Paragraph 9.

**12. INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

**13. WARRANTY.** The Contractor warrants and guarantees that all Work will be in accordance with the Contract Documents and will not be defective. If within one year after the date of substantial completion, any Work is found to be defective, the Contractor shall promptly and without cost to the City, correct such defective Work.

**14. PERFORMANCE AND PAYMENT BONDS.** Prior to commencement of work, the Contractor shall furnish the City performance and payment bonds satisfying the requirements of Minnesota Statutes, section 574.26 each in the amount of the contract price.

**15. PERMITS AND LICENSES; RIGHTS-OF-WAY AND EASEMENTS.** The Contractor shall procure all permits and licenses, pay all charges and fees therefore, and give all notices necessary and incidental to the construction and completion of the Work. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement. The City will, at its expense, obtain all necessary rights-of-way and easements.

**16. FEDERAL AND STATE TAXES.** Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other

federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; Make federal or state unemployment compensation contributions on the Contractor's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

**17. UNEMPLOYMENT COMPENSATION.** The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

**18. DATA PRACTICES/RECORDS.** All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and any other state or federal laws, rules, or regulations related to data privacy. The Contractor agrees to abide by all applicable data privacy laws and other applicable rules and regulations pertaining to privacy or confidentiality. All books, records, documents, and accounting procedures and practices of the Contractor and its subcontractors, if any, relative to this Agreement are subject to examination by the City.

**19. WAIVER.** If either party shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Agreement by either party, whether of the same or any other covenant, condition, or obligation.

**20. ASSIGNMENT.** Neither party may assign, sublet, or transfer any interest or obligation in this Agreement without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

**21. FORCE MAJEURE.** Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that party's performance is prevented by reason of force majeure. "Force majeure" includes war, an act of terrorism, a pandemic or epidemic, fire, earthquake, flood and other circumstances which are beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent.

**22. NO PARTNERSHIP.** This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the

Contractor shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

**23. DISPUTE RESOLUTION.** The parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The parties agree to act in good faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally, the parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Redwood County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the Contractor and shall continue in that order until one name remains. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the parties may pursue any legal remedy.

**24. GOVERNING LAW.** The laws of the State of Minnesota govern the interpretation of this Agreement. Any action related to this Agreement shall be brought in Redwood County, Minnesota

**25. SEVERABILITY.** If any provision, term, or condition of this Agreement is found to be or becomes unenforceable or invalid, it shall not affect the remaining provisions, terms, and conditions of this Agreement, unless such invalid or unenforceable provision, term, or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Agreement shall continue in full force and effect and shall continue to operate as the parties' entire contract.

**26. ENTIRE AGREEMENT.** This Agreement, including the addendums and attachments identified in Paragraph 1, represents the entire agreement of the parties and is a final, complete, and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings, or written or verbal representations made between the parties with respect thereto.

**WABASSO EDA, Minnesota**

BY: \_\_\_\_\_  
EDA President

BY: \_\_\_\_\_  
EDA Vice President

\_\_\_\_\_  
**CONTRACTOR**

BY: \_\_\_\_\_  
Its

**WABASSO EDC**  
**SCHEDULE OF UNIT PRICES - BID FORM**

May Street Duplex  
Wabasso, MN

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:  
NOTE: BIDS shall include sales tax and all applicable taxes and fees.  
BIDDER must fill in unit prices in numerals, make extension for each item, and total.

BID ITEM NO.	ITEM DESCRIPTION	EST. QNTY.	UNIT	BID UNIT PRICE	BID AMOUNT
TREE REM					
1	Construct Duplex Per Bid Documents	1	Duplex		
TOTAL AMOUNT BID					

Yes/No Bid includes Bid Bond of 5% of the amount Bid or cash equivalent

(Circle one)

Notes:

- Contractor is required to obtain all permits and fees for the disposal of the materials
- Contractor shall protect existing improvements from damage
- Performance Bond and Payment Bond shall be delivered to city prior to contract being signed
- Bid includes \$5,000 appliance allowance
- Amount bid shall include all labor to complete project.
- All work shall be completed by \_\_\_\_\_.
- Contractor shall carry contractor general liability insurance and present it to the City prior to award

**Bidder Signature**

**Bidder Name**

**Bid Date:**

## **WABASSO DUPLEX BIDDING**

**\*ALL PRODUCTS TO BE USED WILL MEET SPECS OR BETTER**

**\*ALL WORK TO BE COMPLETED WILL BE DONE PER CODE OR BETTER**

### **FOUNDATION**

- Block or Pour
- 1<sup>ST</sup> Floor elevation to be minimum of 18" above top of curb
- 2" Foam inside of the outside wall
- 6 mil poly under floor
- 3/4" Foam thermo break
- 4" Driveway and patios with thicken edge
- 3/4" max lip in slab sloped away

### **DIRT WORK**

- Remove black dirt inside building area
- Class 5 base under patio and driveway - compacted
- 8" min. class 5 base on driveway
- Last 12" inside of foundation of living space 3/4" washed rock for radon mitigation
- Pre-back fill – back fill when foundation is complete prior to final grading.
- Final finish grading
- 1" water line brought into mechanical room
- 4" sewer line brought inside building
- Clean out inside and outside of building
- Water shut off valve
- Extra fill hauled out
- 6" of fall in first 10 feet
- Mechanical grass seeding with mulch cover

**NOTE: ASSUMES 2' OF BLACK DIRT WILL NEED TO BE REMOVED FOR FOUNDATION. OWNER WILL APPROVE CHANGE ORDER IF ADDITIONAL COMPACTED FILL IS NEEDED FOR FOUNDATION BASE TO MEET 18" ABOVE TOP OF CURB SPECIFICATION**

### **EXTERIOR**

- 8" LP Siding — Diamond Kote
- 4" trim around front door with windows
- LP Siding installed per vendor specifications
- Color to match composite starter
- 4" LP corners
- Versetta stone
- Entex Edco soffit and fascia
- Seamless gutter installed
- Steel jambs

## EXTERIOR

- Steel Exterior 2 panel prefinished Door with full View sidelight — painted rabbit
- Clad framed
- 2 panel fire door prefinished door and frame
- R-18 Over Head Door Long panel -no windows
- 1/2 HP Garage door openers with 2 remotes
- Gerkin black casement windows
- Gerkin frosted window bathroom
- Aluminum column in front
- Timberline LT shingles
- Vented ridge
- Synthetic felt
- 2 rolls Winterguard
- Colored valleys
- Attic chute foamed
- Ductwork foamed min R-8
- 3" foam exterior wall
- R-21 batt insulation in house to garage wall
- R-13 Sound insulation batts inside walls
- Azek 4" on side of garage door
- Inside top of overhead door fill with Azek
- 4" vinyl base in garage
- Access scuttle chute tight
- R-60 blown in insulation attic
- Gerkin windows meet test specs or better of Air infiltration .04, Water 6.0, Structural and smission class 28, Triple seal weatherstripping, Multi point lock
- Tape seams
- Minimum 4 mil poly ceiling
- Top plate caulked
- 5/8" sheetrock ceiling and garage
- 1/2" sheetrock wall remainder of walls
- House wrap
- 2 panel oak door stain — standard color
- White jamb prefinished — poplar
- 238A Poplar prefinished base
- 156A Poplar prefinished casing
- Poplar prefinished window jambs
- Floor specs per ATTACHMENT A
- Grab Bar installed in master bathroom
- Grab Bar installed in shower
- Laminate wood shelving with rod 1 row per area
- Copy of all products used in mechanical room
- Copy of all subcontractors used in mechanical room

### **CABINETS**

- Fieldstone cabinets
- Flat panel oak stained full overlay
- Dove tailed drawers
- Min of 4 roll outs
- Knob/pull allowance
- Kitchen top laminate with undermount sink
- Marbled cultured top with color (Bathroom)
- Island top 12" off of 3 sides
- Shoe around cabinets

### **APPLIANCES –**

- \$5,000.00 allowance to be included in bid.

## **HVAC SPECS**

### **EQUIPMENT SUMMARY**

#### **NOTE: HVAC CONTRACTOR TO SUPPLY HEAT LOSS CALCS FOR EQUIPMENT SIZING**

- **FURNACE** — COMFORTAIRE GUH95C07OB3M 70,000 BTU OR EQUAL
- **AIR CONDITIONER** - RSGI324SIM 2.0TON 13 SEER A/C CONDENSER R410A 240V/1 OR EQUAL
- **COIL**- COMFORTAIRE MCGZ43OPBSP 2-2.5T CASED MULTI-POISE COIL OR EQUAL
- **HRV OR ERV**— FANTECH VHR150R OR EQUAL
- **BATHFANS**- BROAN AESOS MOISTURE SENSING FAN OR EQUAL
- **GARAGE EXHAUST FAN**- BROAN AE110S MOISTURE SENSING FAN OR EQUAL
- **RETURN REGISTERS** — 6X14 1050 SERIES SHOEMAKER OR EQUAL
- **CEILING REGISTERS** — EASYAIR EAG6CPU 6" CEILING GRILL OR EQUAL
- **FILTER** — TRION 455602-125 AIR BEAR SUPREME WHITE 1400 MERV 8 16X25X5 OR EQUAL
- **DRYER VENT**- DUCTWORK DVB425 4-1/2" DEEP DRYER BOX FOR UPWARD EXHAUST
- **DRYER VENT ROOF CAP** - BROAN 636 BLACK 3" OR 4" ROUND STEEL ROOF CAP WITH NO BIRD SCREEN OR EQUAL
- **BATHFAN AND GARAGE EXHAUST FAN ROOF CAP**- BROAN 636 BLACK 3" OR 4" ROUND STEEL ROOF CAP OR EQUAL

### **DUCT WORK SPECS**

- EACH ROOM OTHER THAN BATHROOMS AND LAUNDRY ROOMS WILL HAVE ADEQUATE RETURN AIR REGISTERS HARD PIPED TO ATTIC THEN R-8 FLEX TO RETURN AIR TRUNK LINE. TYPICAL - 14X6X7" OVAL REGISTER HEAD, 7" OVAL PIPE TO ATTIC
- EACH ROOM WILL HAVE ADEQUATE SUPPLY AIR RUNS, USING R-8 INSULATION IN THE ATTIC FROM TRUNK LINE TO REGISTER HEAD IN THE CEILING
- GENERAL CONTRACTOR TO SUPPLY 2" FOAM BOARD AND SPRAY FOAM FOR TRUNK LINES
- ALL DUCT WORK JOINTS THAT IS NOT SPRAY FOAMED IN THE WALLS AND MECHANICAL ROOM WILL BE DUCT SEALED OR TAPED WILL UL LISTED MATERIAL.



**NOTE: NO MORE THAN 25' OF FLEXABLE DUCT SHALL BE RAN TO EACH REGISTER OR RETURN AIR**

- DRYER VENT TO BE HARD PIPED WITH 4" 30 GAUGE METAL PIPE THROUGH THE CEILING, EXTENDING THROUGH THE ROOF WITH NO 90 DEGREE ANGLES AND INSULATED WITH R-8 FLEX TO INSULATE IN ATTIC

**NOTE: NO RANGE HOOD VENTING**

## **PLUMBING SPECIFICATIONS**

### **FIXTURES**

**WATER CLOSET-** AMERICAN STANDARD AMSTD 215AA.004.020 CADET PRO 2—PIECE ELONGATED RIGHT HEIGHT TOILET 12" ROUGH-IN 1.6GPF— OR EQUAL

**TOILET SEAT-** CHURCH SSSEC—000 MOLDED WOOD ELONGATED TOILET SEAT, CLOSED FRONT WITH COVER & EASY CLEAN HINGE, WHITE - OR EQUAL

**LAV FAUCET** — DELTA SZO-MPU-DST CLASSIC SINGLE HANDLE CENTERSET LAVATORY FAUCET, WITH METAL POP-UP, DIAMOND SEAL TECH, CHROME - OR EQUAL (NOTE COUNTER TOPS BY OTHERS)

**SHOWER**— AKER 141033-R-000-002 SHRS-48 ACRYLX 1-PIECE GELCOAT SHOWER RH-SEAT, CENTER DRAIN  
TWO—LEVEL CORNER SHELVES 48"X36"X77" WHITE (WITH FACTORY INSTALLED BACKING) — OR EQUAL

**SHOWER FAUCET**— DELTA T13220 MONITOR 13 SERIES SHOWER TRIM, WITH CARTRIDGE, FITS MULTI CHOICE VALVE METAL LEV HANDLE, TOUCH-CLEAN SHOWERHEAD, CHROME — OR EQUAL

### **MAIN BATHROOM**

**WATER CLOSET** - AMSTD 215CA.004.020 CADET PRO 2-PIECE ELONGATED TOILET 12"RI 1.6GPF WHITE OR EQUAL

**TOILET SEAT**— CHURCH 585EC—000 WOOD ELONGATED TOILET SEAT, CLOSED FRONT WITH COVER 8L EASY CLEAN HINGE, WHITE — OR EQUAL

**BATH BAY-** AKER 141000-AFR/L-000-002 CM-60-ABF LEFT 1 PIECE ACRYLX BATHBAY ABOVE FLOOR ROUGH LH OR RH-DRAIN 60"X31.5"X72"-73.75" WHITE - OR EQUAL

**BATH FAUCET** - DELTA T13420—PD MONITOR 13 TUB & SHOWER TRIM KIT W/PULL DOWN TUB SPOUT CHROME ~'OR EQUAL

**LAV FAUCET** - DELTA 520-MPU-DST CLASSIC SINGLE HANDLE CENTERSET LAVATORY FAUCET, WITH METAL POP-UP, DIAMOND SEAL TECH, CHROME-OR EQUAL.

**NOTE: WATER SOFTENER TO BE SUPPLIED BY CITY EDA.**

## **KITCHEN**

**FAUCET** - DELTA 9178-DST LELAND SINGLE HANDLE PULL-DOWN KITCHEN FAUCET CHROME - OR EQUAL

**DISPOSAL** — INSINK BADGER 5 W/CORD DISPOSER 1/2 HP CONT FEED 2YR WARRANTY —OR EQUAL

**SINK BASKET** - DEARBORN 18 SS W/SNAP-IN BASKET SINK STRAINER OR EQUAL

## **MECHANICAL ROOM**

**WATER SOFTNER** — ROUGHED IN FOR WATER SOFTENER — SOFTENER TO BE PROVIDED BY OWNER

**WATER HEATER** - STATE EN6-50-DORS SELECT 6YR SHORT SOG 240 45/45W - OR EQUAL

## **GARAGE DRAIN**

**GARAGE DRAIN** — 5" Pro Series Channel Drain Kit -OR EQUAL 3' SECTION DISCHARGED INTO CITY SEWER

LINE. LOCATION WILL BE ON PLAN. HEIGHT WILL BE DETERMINED BY CONCRETE CONTRACTOR.

## **WATER LINES**

WATER LINES WILL BE PEX OR COPPER RAN UNDERGROUND WITH THE HOT LINE INSULATED FROM MECHANICAL ROOM TO FIXTURES.

A CIRCULATION LINE WILL BE RAN UNDER GROUND TO THE KITCHEN SINK AND THE MAIN BATHROOM INSULATED FROM THE MECHANICAL ROOM TO THE FURTHEST FIXTURE

A 1/2" PEX LINE WILL BE RAN UNDER GROUND TO THE KITCHEN SINK AND THE FRIDGE WALL FOR A REVESE OSMOSIS

MAIN WATER LINE- POLYPIPE CE BLUE 250 CTS 1X100 OR EQUAL . STUB THE WATER LINE OUT FROM THE MECHANICAL ROOM TO THE OUTSIDE OF THE BUILDING LEAVING THE REST OF THE ROLL FOR THE SEWER AND WATER CONTRACTOR TO TIE ON.

## **DWV SYSTEM**

**PIPING & FITTINGS** - SCH 40 ASTM D 1785 PIPE & ASTM D 2466 FITTINGS - NOTE: NO ABS OR FOAM CORE

THE 4" SEWER MAIN WILL BE STUBBED OUT OF THE BUILDING 5' PROVIDING A 4" PVC WYE COMBO 45 CLEANOUT.

**RADON** -SPFAN PRF-IOO 4" INLINE RADON FAN 120V/1, 150CFM —OR EQUAL

## **ELECTRICAL SPECIFICATIONS**

### **Noted on electrical drawings**

(The remainder of this page left blank intentionally)

## ATTACHMENT A

### FLOORING SPECS:

NOTE: SUBSTITUTE PRODUCTS TO MEET SPECS BELOW OR BETTER

#### Carpet

- Shaw Brand
- Style: Within Reach

#### Hard surface

- Shaw Brand
- Style: Floorte
- SPC pad plank

#### Carpet Pad

- 7/16 Rubi pad type

Optional Clauses:

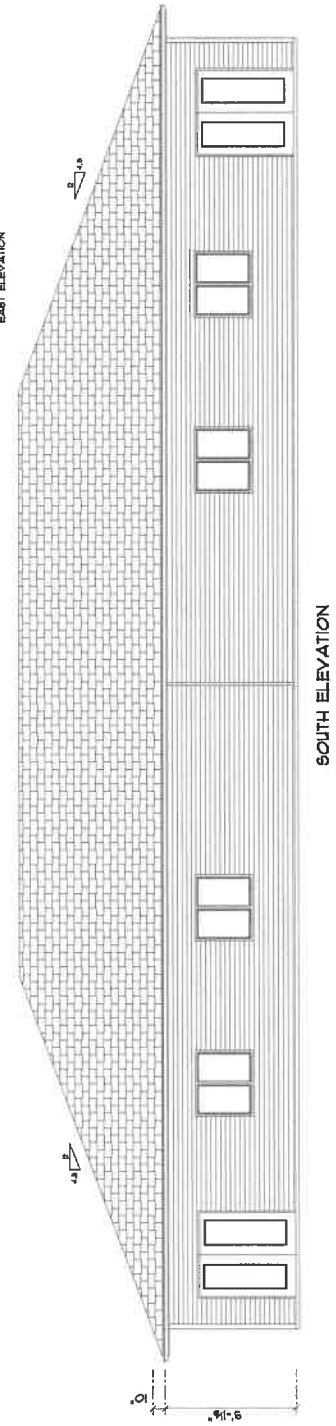
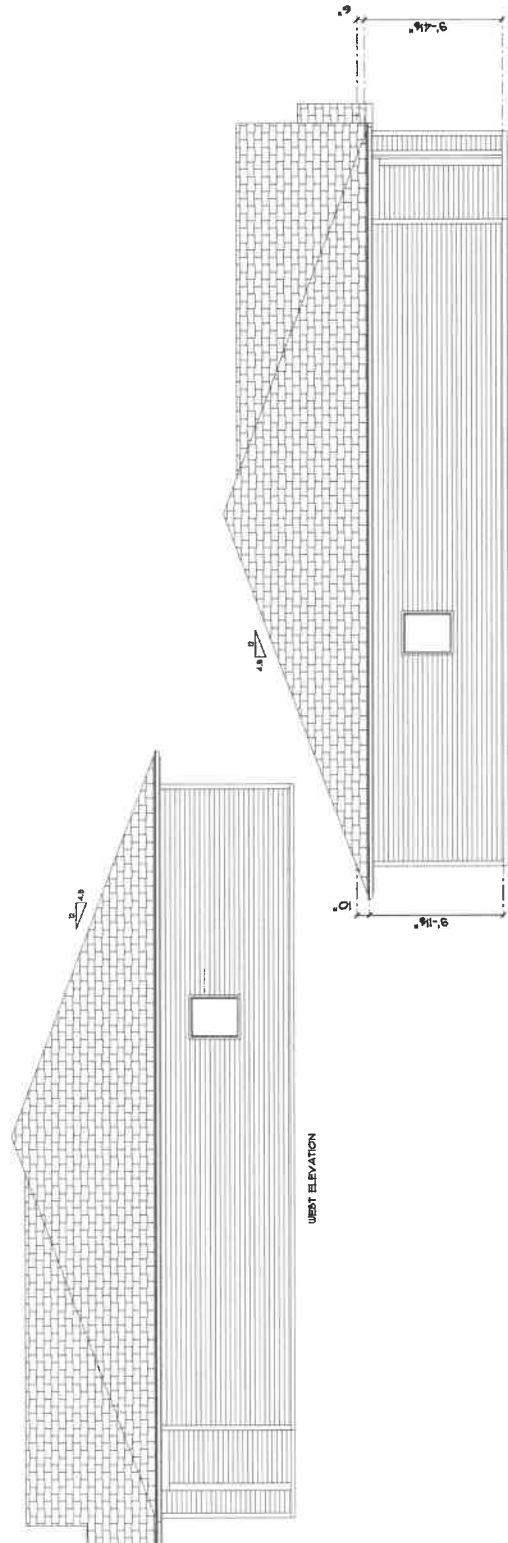
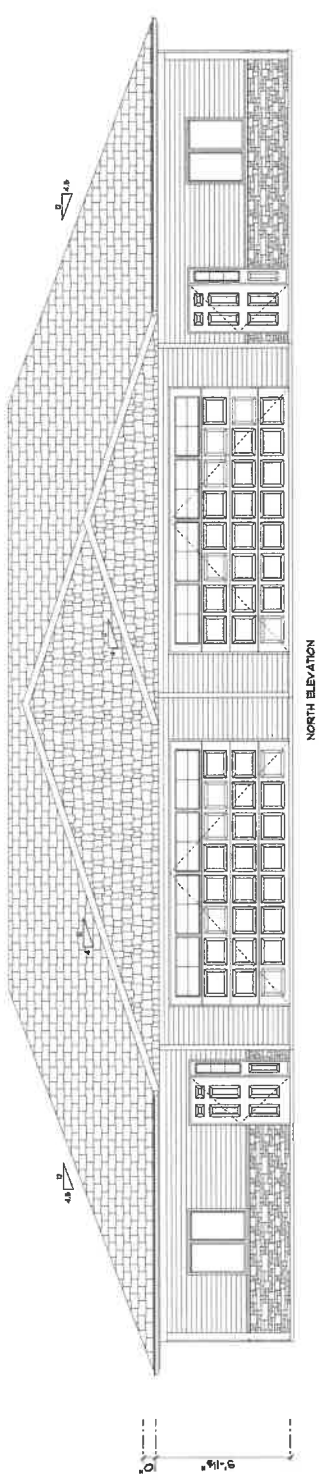
1. Auto Liability:

- A. Automobile Liability. Contractor shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence

2. Property Insurance:

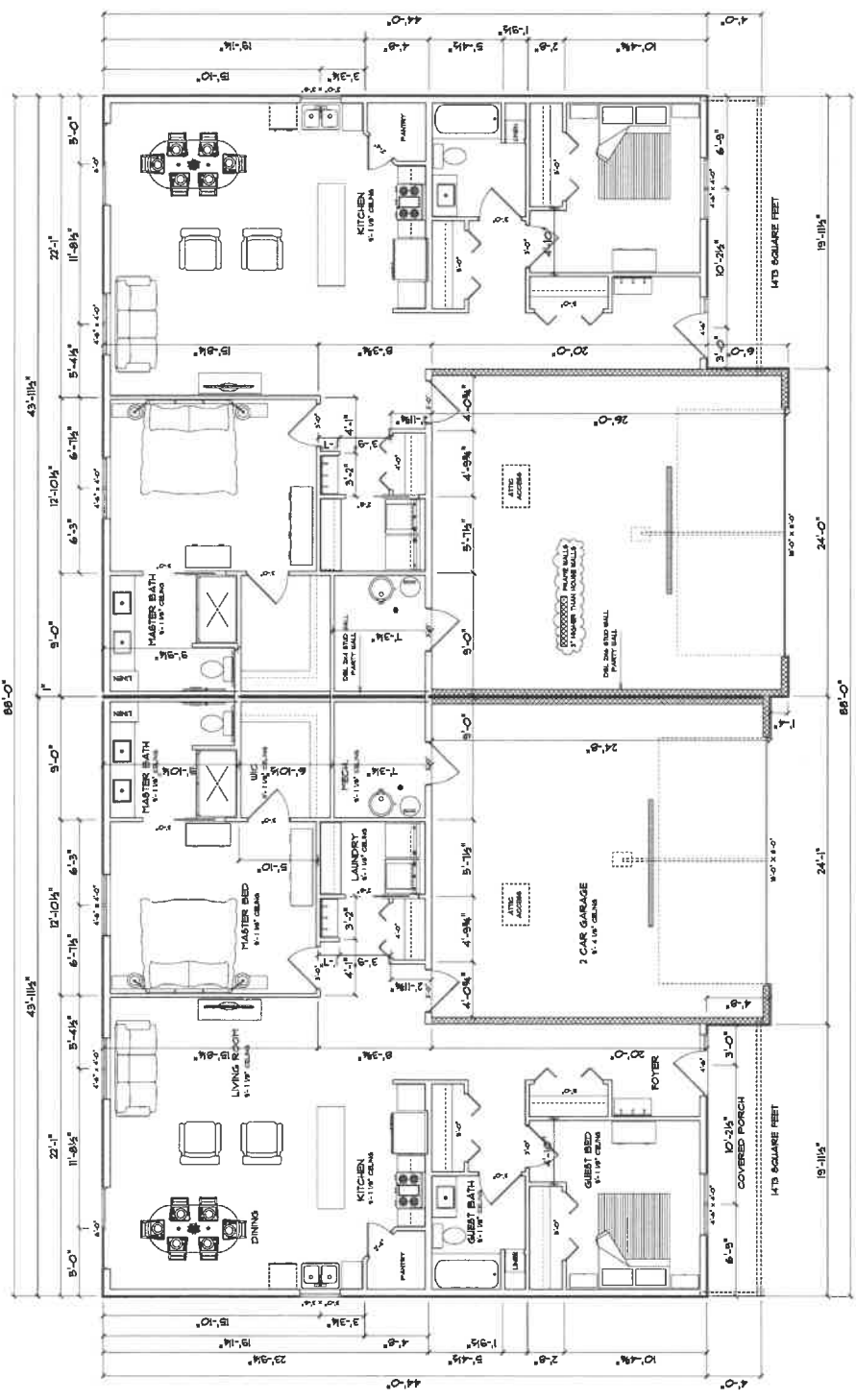
**BUILDERS RISK (PROPERTY) INSURANCE.** The City shall maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire project at the site on a replacement cost basis.

TIMBERMAN DRAFTING & DESIGN 601 CADILLAC RD. MARSHALL, MN. tdd@tchd.com 507-537-1612		PROJECT OWNERS:  CONTRACTOR:	TITLE SHEET: EXTERIOR ELEVATIONS PROJECT DESCRIPTION: TWIN HOME SPRING 2022
DRAWN BY: MGT	PLAN DATE: 11.29.21	PRINTED DATE: 02.09.22	PROJECT *
SHEET : 1 OF 7			



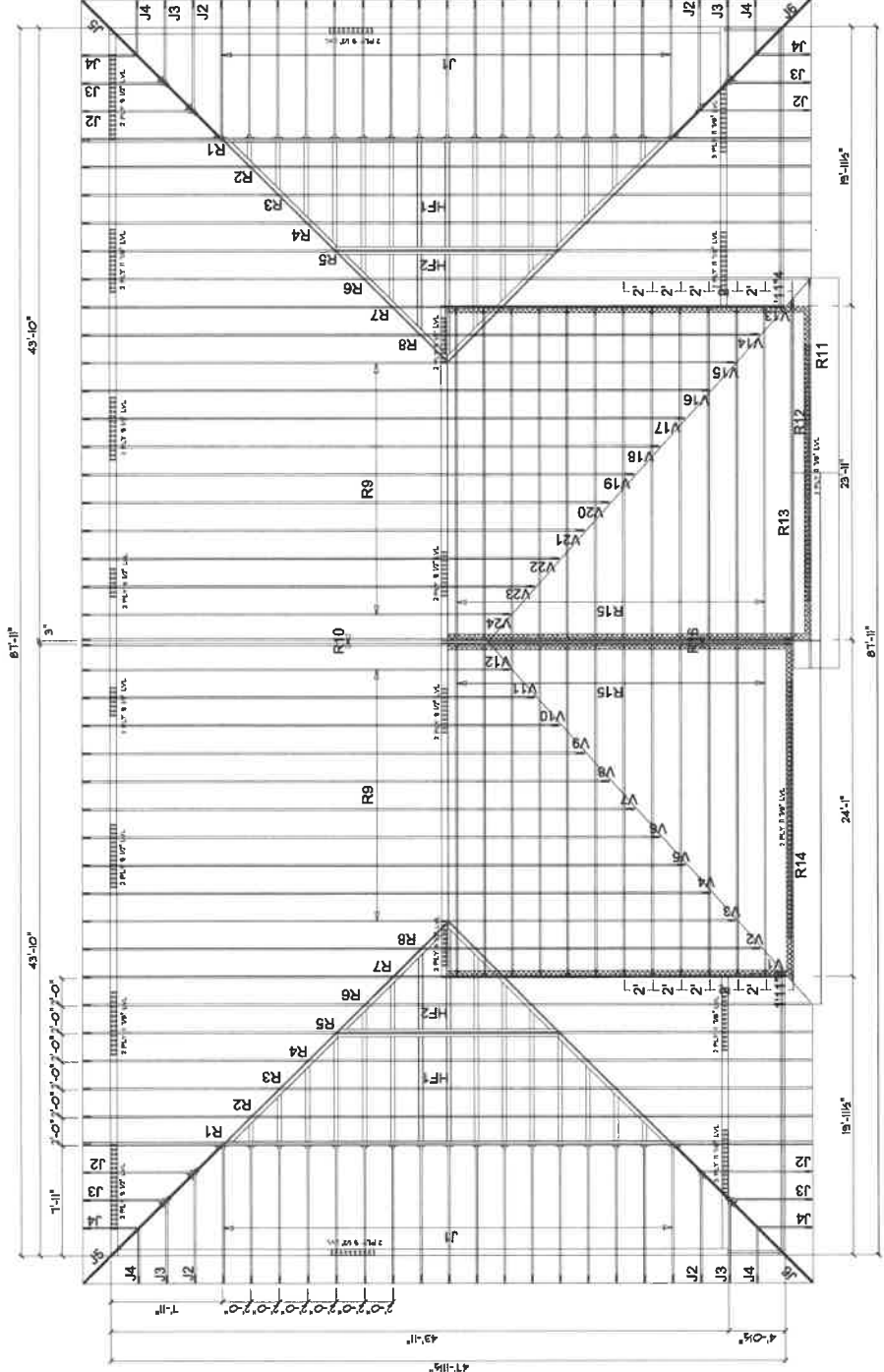


SHEET : 3 OF 7	PROJECT •	PRINTED DATE: 02.09.22	PLAN DATE: 11.26.21	DRAWN BY: MGT	PROJECT DESCRIPTION: MAIN FLOOR PLAN PRODUCTION SHELTER	PROJECT OWNERS: CONTRACTOR:	TIMBERMAN DRAFTING • DESIGN 601 CADILLAC RD. MARSHALL, MN. tcd@ch2mhill.com 507-537-1612
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TIMBERMAN DRAFTING & DESIGN 601 CADILLAC RD. MARSHALL, MN. tidd@ttdm.com 601-531-1612		PROJECT OWNER:  CONTRACTOR:	TITLE SHEET: ROOF FRAMING PROJECT DESCRIPTION: PRODUCTION SHELTER	DRAWN BY: MGT	PLAN DATE: 11.26.21	PRINTED DATE: 02.09.22	PROJECT •	SHEET : 6 OF 7
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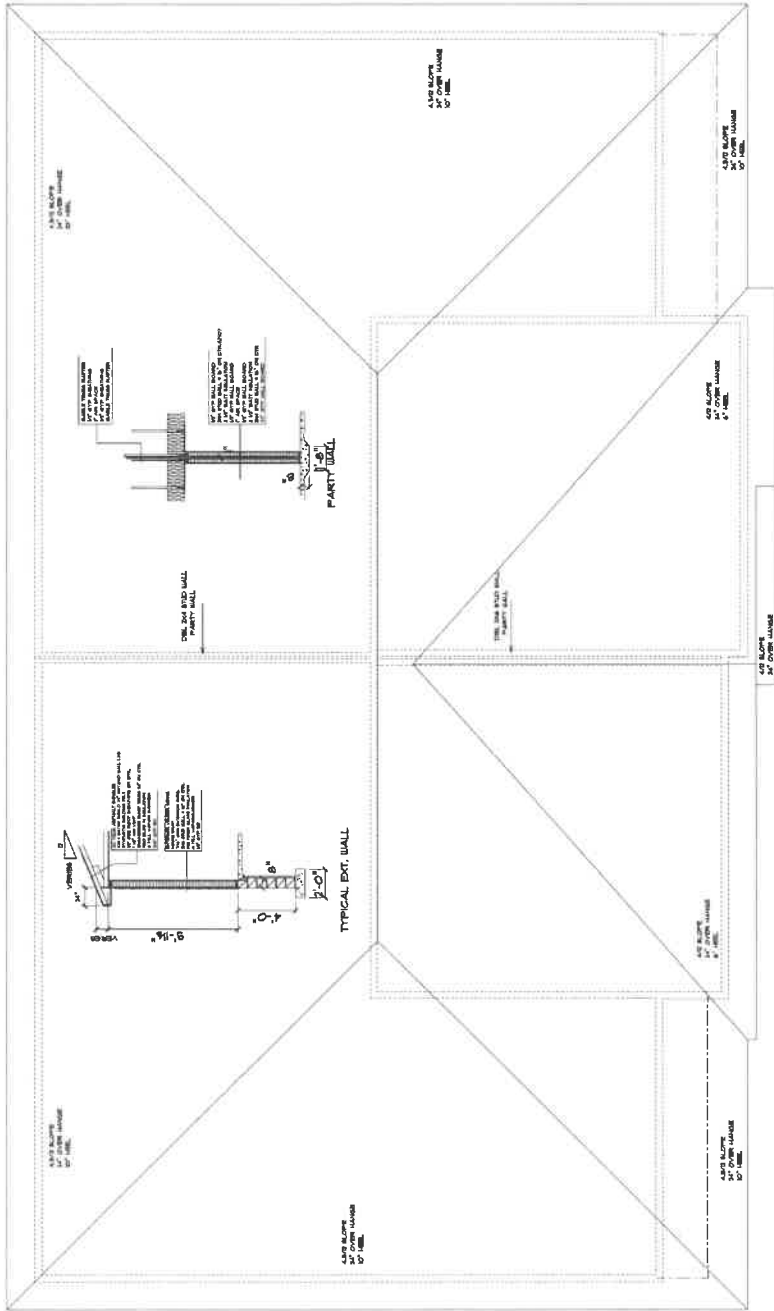


ENGINEERED ROOF TRUSS SYSTEM  
 35# T.C.L.L. 10# T.C.L. 10# B.O.L.

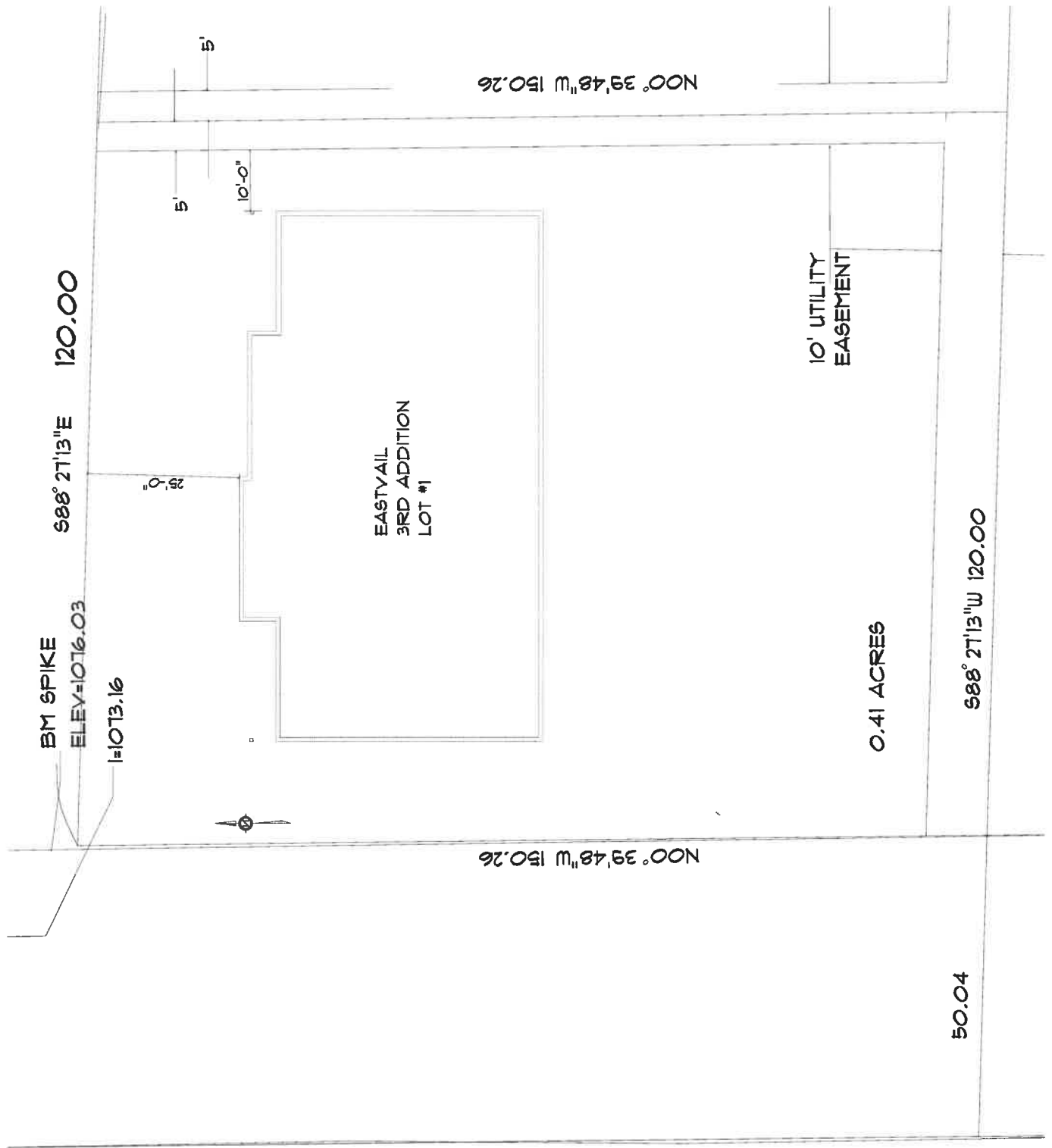
Roof Plans Sheathing Area = 5195 sq. ft.  
 Gable Sheathing Area = 105 sq. ft.  
 Total Sheathing Area = 5300 sq. ft.  
 Ridge Cap Material = 72 linear ft.  
 Ridge Cap Material = 57 linear ft.  
 Hip Ridge Material = 152 linear ft.

9'-1 1/8" WALL HEIGHT  
 9'-4 1/8" WALL HEIGHT

TITLE SHEET:		PROJECT SHEET:		PROJECT DESCRIPTION:		CONTRACTOR:		PROJECT OWNERS:	
DRAIN BY:		MGT		PLAN DATE:		11.26.21		PRINTED DATE:	
02.09.22		PROJECT:		SHEET:		5 OF 7		TIMBERMAN DRAFTING	
601 CADILLAC RD.		MARSHALL, MN.		507-537-1612		tdd@charltonm.com		507-537-1612	



COUNTY STATE AID HIGHWAY NO.6







[1] Mithun 46 389-41-2000-577  
 [2] Sugar is an example of a carbohydrate  
 [3] "For" meaning under the for Oak Residue  
 D. No. Mithun-46 389-41-2000-577

Smallmouth Bass

Date	Time	Location	Remarks
Aug 10, 1968	10:00 AM	Little Rock Creek	Spawning
Aug 11, 1968	10:00 AM	Little Rock Creek	Spawning

57 \*



February 4, 2022

City of Wabasso  
P.O. Box 60  
Wabasso, MN 56293

AMKO Advisors ("AMKO") appreciates the opportunity to serve as municipal advisor to the City of Wabasso, MN ("Client"). Upon your acceptance, this engagement letter (the "Agreement") will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by Client (the "Effective Date").

**1. Scope of Services.**

- a) ***Services to be provided.*** AMKO is engaged by Client as its municipal advisor to provide the services with respect to the issuances of municipal securities ("Issues") set forth in **Appendix A** (the "Scope of Services").
- b) ***Limitations on Scope of Services.*** The Scope of Services is subject to the following limitations:
  - (i) The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.
  - (ii) Unless otherwise provided in the Scope of Services described herein, AMKO is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about AMKO provided by AMKO for inclusion in such documents.
  - (iii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.
- (c) ***Amendment to Scope of Services.*** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

**2. AMKO's Regulatory Duties When Servicing Client.** Municipal Securities Rulemaking Board ("MSRB") Rule G-42 requires that AMKO make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action on or that form the basis for and advice provided by AMKO to Client. The rule also requires that AMKO undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. AMKO is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with AMKO in carrying out these regulatory duties, including providing to AMKO accurate and complete information and reasonable access

to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have AMKO provide advice with regard to any recommendation made by a third party, Client will provide to AMKO written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. **Term of this Engagement.** The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, at the close of business on the settlement date for the Issue. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

4. **Compensation.**

(a) ***Fees and expenses.*** The fees due to AMKO hereunder shall be, and expenses incurred by AMKO in connection with any services provided hereunder shall be reimbursed, as set forth below:

- i. Client will pay an advising fee of Ten Thousand and 00/100 (\$10,000.00) in connection with the issuance of the Client's General Obligation Tax Abatement Bonds, Series 2022. ***The advising fee will only be paid by the client at the time the bids for the Issues are accepted by the Client.***
- ii. Client will pay a Closing Agent fee of Two-hundred, Fifty and 00/100 (\$250.00) in connection with the issuance of the Client's General Obligation Tax Abatement Bonds, Series 2022. This is to disburse funds for the Costs of Issuance, funded by the Bonds, after closing and will only be paid by the client at the time the bid for the Issue is accepted and if the Client agrees to AMKO providing this service. In lieu of this service, the Client agrees to be responsible for paying all costs of issuance.

**Please initial here if you choose NOT to have AMKO Bond Services act as Closing Agent for the Issue represented in this Municipal Advisor Agreement.** \_\_\_\_\_

- iii. Client will pay directly, any publication costs, printing of the obligations, fees for election, printing and distribution of the Disclosure Document(s) and other incidental costs not funded by the Bonds, and thus not included in the Costs of Issuance in (ii) above.

(b) ***Limitation of liability.*** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of AMKO or any of its associated persons, AMKO and its associated persons shall have no liability to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by AMKO to Client. No recourse shall be had against AMKO for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of AMKO's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

5. **Required Disclosures.** MSRB Rule G-42 requires that AMKO provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in AMKO's Disclosure Statement delivered to Client together with this Agreement.

6. **Binding Arbitration.** The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys and other agents), whether in tort, contract or otherwise in any way arising out of or relating to this Agreement.

7. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the state in which the Client is organized.

8. **Binding Effect: Assignment.** This Agreement shall be binding upon and inure to the benefit of Client and AMKO, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

9. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

10. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

11. **No Third-Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

*[Remainder of page intentionally left blank]*



12. **Authority.** The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct AMKO's performance of its activities under this Agreement:

Mayor: Carol Atkins

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

**AMKO ADVISORS and AMKO BOND SERVICES**



\_\_\_\_\_  
Mark Deraney, Vice President/Advisor

Date: February 4, 2022

**ACCEPTED AND AGREED:**

**CITY OF WABASSO, MN**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A – SCOPE OF SERVICES**

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to the planned issuance of Client's GENERAL OBLIGATION TAX ABAATEMENT BONDS, SERIES 2022.

### **Activities**

AMKO shall provide all necessary and appropriate municipal advisory services to Client with respect to Client's issuance of the Issue(s).

**New Issues.** Provide some or all of the following services with respect to Client's new Issue(s):

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Review recommendations made by other parties to Client with respect to the new Issue.
3. Review financial and other information regarding Client, the proposed Issue and any source of repayment of or security for the Issue.
4. Consult with and/or advise Client on actual or potential changes in market-place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans.
5. Assist Client in establishing a plan of financing.
6. Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue.
7. Prepare the financing schedule.
8. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum, other than through cash or in-kind contributions with respect to such referendum.
9. Consult and meet with representatives of Client and its agents or consultants with respect to the Issue.
10. Attend meetings of Client's governing body, as requested.
11. Advise Client on the manner of sale of the Issue.
12. Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement.
13. If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter. In preparing the preliminary and final official statement, AMKO will rely on information provided by the Client and will not be responsible for the accuracy or completeness of any preliminary or final official statement.
14. If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement.
15. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue.
16. Advise Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent.
17. In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client's selection of a winning bidder.
18. In a negotiated sale, assist Client in the selection of underwriters.
19. At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients.
20. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase.
21. Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters.
22. Review required underwriter disclosures to Client.

**APPENDIX A –  
SCOPE OF SERVICES (continued)**

- 23.** Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue.
- 24.** Respond to questions from bidders, underwriters or potential investors.
- 25.** Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers.
- 26.** Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue.
- 27.** Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds.
- 28.** Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the use and investment of bond proceeds or other Client funds and the payment of debt service.
- 29.** Disburse Costs of Issuance (as Closing Agent), including but not necessarily limited to advising fees, Bond Counsel fees, rating agency fees, bond marketing fees, paying agent fees and any additional costs funded by the Bonds.
- 30.** Provide advice to Client regarding payment options for municipal services.
- 31.** Provide such other usual and customary financial advisory services as may be requested by Client.

## DISCLOSURE STATEMENT OF AMKO ADVISORS

This Disclosure Statement is provided by AMKO Advisors ("AMKO") to the City of Wabasso, MN (the "Client") in connection with the AMKO Engagement Letter dated the date hereof (the "Agreement"). This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of AMKO required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

### **PART A – Disclosures of Conflicts of Interest**

MSRB Rule G-42 requires that municipal advisors provide to their clients' disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

***Material Conflicts of Interest*** – AMKO makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how AMKO addresses or intends to manage or mitigate each conflict.

***General Mitigations*** – As general mitigations of AMKO's conflicts, with respect to all of the conflicts disclosed below, AMKO mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates AMKO to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to AMKO's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

***Compensation-Based Conflicts.*** The fees due under this Agreement will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for AMKO to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

***Affiliate-Based Conflicts.*** AMKO Bond Services, LLC ("AMKO Bond Services") is an affiliate of AMKO Advisors, LLC, and may provide services to the client, such as, but not limited to, acting as Closing Agent, Paying Agent and/or Dissemination Agent. AMKO Bond Services is compensated for such services, which could create a potential conflict of interest. This conflict of interest is mitigated by separate agreements executed between the Client and AMKO Bond Services, along with the general mitigations described above.

***Other Municipal Advisor Relationships.*** AMKO serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, AMKO serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, AMKO could potentially face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair AMKO's ability to fulfill its regulatory duties to Client.

## **PART B – Disclosures of Information Regarding Legal Events and Disciplinary History**

MSRB Rule G-42 requires that municipal advisors provide to their clients' certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, AMKO sets out below required disclosures and related information in connection with such disclosures.

**I. No Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to Client's evaluation of AMKO or the integrity of AMKO's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

**a. How to Access Form MA and Form MA-I Filings.** AMKO's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at: <https://www.sec.gov/cgi-bin/browse-edgar?company=amko+advisors&owner>

**II. No Legal or Disciplinary Event Disclosure.** AMKO has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

## **PART C – Future Supplemental Disclosures**

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of AMKO. AMKO will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

**Dated: February 4, 2022**