

**City of Wabasso
Regular Meeting
Monday, May 8, 2023
5:00 pm**

REGULAR MEETING

1. Call to order
2. EDA Update
 - a. EDA Minutes - No Quorum
 - b. Loan and Checking Balance Report
3. Public Comment *Please limit comments to 3 minutes per person. Items brought before the council will be referred for consideration or action as needed. Council may ask questions for clarification, but no council action or discussion will be held at this time.*
4. Clerk-Treas. /Administrator -
 - a. **Add: Approve Vacation Request**
5. Street Report -
6. Water/Wastewater Report
7. Parks report.
8. Engineer
9. Approve Consent Agenda
10. Unfinished Business
 - a. Bolton and Menk - Plans and Specs Water Filtration Media
 - b. Community Center Improvements Update
 - c. Bethany Bell Tower Cemetery Plans
11. New Business
 - a. Location of Wabasso Rabbit
 - b. Resolution Authorizing Execution of an Advance Agreement and Participation in JPA for USDA RD Sewer Project and Accepting Offer of the MRWA Finance Authority to Purchase Revenue Bond Anticipation Note.
12. Correspondence
 - a. Sheriff's reports
 - b. Certificate of Commendation - MPCA - Jim Jenniges
 - c. Library Minutes
13. Approve Bills
14. Adjourn

CONSENT AGENDA

1. Waive Community Center Fees - Bethany Evangelical Lutheran
2. Approve Council Minutes - April 10, 2023
3. Approve Partial Pay Est. #3 - Water Meter Project
4. Adopt Resolution Approving Sewer Emergency Response Plan
5. Approve Liquor License Applications
 - a. Diane Arends dba Roadhouse - Off Sale, On Sale and Sunday
 - b. Chad Ruprecht dba Babble - Off Sale, On Sale and Sunday
 - c. Lions Club - On Sale and Sunday
6. Approve Cell Phone Reimbursement - Administrative Assistant
7. **Add: Approve 2023/2024 Township Fire Contracts**
8. Approve Building Permits
 - a. Jeff Olson - Grading
 - b. Don Millard - 753 Main St. - Replace Shed and Move Fence
 - c. Ryan Pope - 800 Rose Street - Mailbox

d. Tiffany Eichten – 1000 North St. or 731 Main St. – Concrete Work

e. Add: Sidney Pitzl – 1011 Cedar St – Fence

All items on this agenda will be approved with one motion unless a council member asks to have an item removed for discussion.

**City of Wabasso
Regular Meeting
Monday, May 8, 2023
Agenda Report**

1. **EDA Minutes** – no quorum. **Financial Reports** enclosed
2. **Add: Approve Clerk/Treas./Admin Vacation – June 6-9 and June 13.**
3. **Water filter media plans and specs.** Copy enclosed. Jim has not had the opportunity to review at this time but will report at the meeting.
4. **Restrooms are finished.** Verbal update on exterior at the meeting.
5. **Bethany Bell Tower Plans.** Rod Salfer is preparing final plans which will give the footprint dimensions. Once they are received Jim will meet with Shirley Appel to determine which plots are
6. **Location of Wabasso Rabbit** - The City received a second rabbit sculpture which has been stored at the Sewer Plant. Jeff Olson would like to consider placing on the northeast area of the Community Center.
7. **Resolution – MN Rural Water Association Revenue Bond Anticipation Note** - See attached memo.
8. **Sheriff's Report** attached.
9. **Library Minutes** attached.
10. **Letter of Commendation – MPCA – Jim Jenniges – attached**
11. **Waive Community Center Fees** – Bethany Lutheran Church. Due to a series of miscommunications the Community Center was not cleaned from the prior evening when Shirley Appel arrived to decorate. There is not question that it was a mess. Ms. Appel has asked that her fee of \$45 be waived.
12. **Council minutes** attached.
13. **Approve Water meter pay estimate #3. Attached.** The meters have been installed and staff is still debugging the system. Almost all of the glitches have been resolved and the metering/billing system is operating as advertised.
14. **Sewer Emergency Response Plan** – The USDA RD sewer rehab grant requires the city to adopt a sewer emergency response plan.
15. **Approve Liquor License applications.** I am awaiting the actual applications. They will be the same as the 2022/2023 licenses except for the dates.
16. **Cell Phone Reimbursement – Administrative Assistant** – Joanne is contacted routinely by Jim, Josh and me. In addition, she picks up her city emails and text messages on her cell phone and her name and number is posted on the Community Center door as an emergency contact. It is recommended the city reimburse her \$50/month the same as me, Josh and Jim.
17. **Add Fire Contracts** – Approve annual fire contracts with Vail, Sheridan, New Avon and Waterbury Townships
18. **Building permits** enclosed

EDA Monthly Payment Schedule
as of 4/30/2023

<u>Name</u>	<u>Pmt Due</u>	<u>Pmt Amt</u>	<u>Int</u>	<u>Prin Amt</u>		<u>Maturity Date</u>	<u>Last Payment</u>	<u>Payment Due</u>
Babble On Bar & Grill	15th	\$ 800.00	3%	\$ 71,922.14	EDA I	11/15/2032	4/11/2023	5/15/2023
Chad Ruprecht	21st	\$ 400.00	3%	\$ 10,083.48	EDA II	5/21/2028	4/10/2023	5/21/2023
DEEM, Inc	21st	\$ 482.80	3%	\$ 15,428.15	EDA I	5/21/2025	4/10/2023	5/21/2023
DEEM, Inc	21st	\$ 357.30	3%	\$ 11,053.05	EDA I	5/21/2025	4/10/2023	5/21/2023
Jenniges Gas & Diesel	14th	\$ 300.00	3%	\$ 10,379.01	EDA I	12/11/2026	4/4/2023	5/14/2023
Jenniges Gas & Diesel	8th	\$ 500.00	1%	\$ 1,797.33	EDA I	12/11/2022	4/4/2023	5/8/2023
Jonti-Craft	25th	\$ 3,886.28	2.5%	\$ 109,254.32	EDA I	9/25/2025	4/17/2023	5/25/2023
Jonti-Craft	25th	\$ 120.19	2.5%	\$ 3,379.40	EDA II	9/25/2025	4/17/2023	5/25/2023
Mid County Ag Services	20th	\$ 242.00	3%	\$ 14,830.72	EDA I	11/20/2028	4/17/2023	5/20/2023
Matt Novak	1st	\$ 362.10	3%	\$ 12,149.08	EDA II	8/4/2026	4/1/2023	5/1/2023
Safe Storage 2	5th	\$ 482.80	3%	\$ 29,596.85	EDA I	10/5/2028	4/1/2023	5/5/2023
Wabasso Eletric Motor LLC	6th	\$ 251.00	3%	\$ 6,133.33	EDAI	8/6/2024	4/25/2023	5/6/2023
Totals		\$ 8,184.47		<u>\$ 296,006.86</u>				

EDAI Daily Savings	\$ 404,081.32	FROM MONTHLY BANK STATEMENTS
EDAI Daily Savings	\$ 129,421.59	FROM MONTHLY BANK STATEMENTS
EDA-WDC	\$ 39,957.92	FROM MONTHLY BANK STATEMENTS
Total Savings	\$ 573,460.83	

EDA General Fund				
Beginning Balance				\$ 137,473.39
Plus Deposits	Outstanding			
	Rev	Interest Earnings		\$ 70.08
	Exp			
Future Checks - Transfer Errors				
				<u>\$ 137,543.47</u>
Ending Balance				
CD # 115009 renewal 12-9-19				\$ 28,446.81
CD #33649				\$ 50,186.34
CD Total				<u>\$ 78,633.15</u>
EDA General Total				<u>\$ 216,176.62</u>

EDA Dewey Street				
Beginning Balance				\$ 59,408.16
Plus Deposits	Rents			\$ 4,620.00
	interest			\$ 10.00
Less Checks /Outstanding				
FUTURE	Deposit from EDA General			
	Payments to General Fund Checking			<u>\$ 64,038.16</u>

EDA Eastvail Sales Account				
Starting Balance				\$ 33,708.76
Interest on investments				\$ -
				<u>\$ 33,708.76</u>

Dewey Street Townhomes Loan	Paid off	\$ -	2.8 % interest
-----------------------------	----------	------	----------------

EDA II 4/30/2023

Balance Sheet

	Balance 3/31/2023	Adj.	Balance 4/30/2023
Assets			
Cash	\$ 128,288.30	1,133.29	\$ 129,421.59
Notes Receivable	\$ 32,798.04	(1,052.75)	\$ 31,745.29
Total Assets	\$ 161,086.34	220.69	\$ 161,166.88
Liabilities			
	\$ -	\$ -	\$ -
Total Liabilities	\$ -	\$ -	\$ -
Assets less Liabilities	\$ 161,086.34		\$ 161,166.88

Principal Payments Monthly

Chad Ruprecht	\$ 373.86
Jonti-Craft	\$ 112.91
Novak Law	\$ 330.90
Wabbasso Electric Motor	235.08
Total Principal Payments	\$ 1,052.75

New Loans

\$ -
\$ -
\$ -

Principal Payments Year to Date

Chad Ruprecht	\$ 1,489.84
Jont-Craft	\$ 450.25
Novak Law	\$ 1,318.65
Wabbasso Electric Motor	\$ 936.80
Total Principal Payments	\$ 4,195.54

Income Statement**Income****Interest on Loans Monthly**

Chad Ruprecht	\$ 26.14
Jonti-Craft	\$ 7.28
Novak Law	\$ 31.20
Wabbasso Electric Motor	\$ 15.92
	\$ -
	\$ -
Total Interest Payments	\$ 80.54

Interest on Loans Monthly

Chad Ruprecht	\$ 110.16
Jont-Craft	\$ 30.51
Novak Law	\$ 129.75
Wabbasso Electric Motor	\$ 67.20
	\$ -
	\$ -
Total Interest Payments	\$ 337.62

Savings Interest

Quarter 1	\$ 140.15
Quarter 2	\$ -
Quarter 3	\$ -
Quarter 4	\$ -
	\$ 140.15

Deposit Error

\$ -

Total Income

\$ 220.69

Expenses

Interest Payment	\$ -
------------------	------

Total Expense

\$ -

Net Income

\$ 220.69

EDA I

4/30/2023

Balance Sheet

	Balance 3/31/2023	Adj.	Balance 4/30/2023
Assets			
Cash	\$ 397,030.14	7,051.18	\$ 404,081.32
Notes Receivable	\$ 270,683.10	(6,421.52)	\$ 264,261.58
Total Assets	\$ 667,713.24	629.66	\$ 668,342.90
Liabilities			
	\$ -	\$ -	\$ -
Total Liabilities	\$ -	\$ -	\$ -
Assets less Liabilities	\$ 668,357.39		\$ 668,342.90

Principal Payments Monthly

Babble On Bar & Grill	\$ 618.65
Deem 1	\$ 443.12
Deem 2	\$ 328.85
Jenniges Gas & Diesel 1	\$ 273.37
Jenniges Gas & Diesel 2	\$ 494.27
Jonti-Craft 1	\$ 3,651.06
Mid Country Ag Services	\$ 204.41
Safe Storage #2	\$ 407.79
Total Principal Payment:	\$ 6,421.52

Principal Payments Year to Date

Babble On Bar & Grill	\$ 2,465.36
Deem 1	\$ 1,766.79
Deem 2	\$ 1,310.39
Jenniges Gas & Diesel 1	\$ 1,089.40
Jenniges Gas & Diesel 2	\$ 1,969.70
Jonti-Craft 1	\$ 14,558.77
Mid Country Ag Services	\$ 814.59
Safe Storage #2	\$ 1,625.07
Total Principal Payments	\$ 25,600.07

New Loans

\$ -
\$ -
\$ -

Income Statement

Income

Interest on Loans Monthly

Babble On Bar & Grill	\$ 181.35
Deem 1	\$ 39.68
Deem 2	\$ 28.45
Jenniges Gas & Diesel 1	\$ 26.63
Jenniges Gas & Diesel 2	\$ 5.73
Jonti-Craft 1	\$ 235.22
Mid Country Ag Services	\$ 37.59
Safe Storage #2	\$ 75.01
Total Interest Payments	\$ 629.66

Interest on Loans Year to Date

Babble On Bar & Grill	\$ 734.64
Deem 1	\$ 165.34
Deem 2	\$ 118.72
Jenniges Gas & Diesel 2	\$ 110.60
Jenniges Gas & Diesel 1	\$ 30.30
Jonti-Craft 1	\$ 986.35
Mid Country Ag Services	\$ 153.41
Safe Storage #2	\$ 306.13
Total Interest Payments	\$ 2,605.49

Savings Interest

Quarter 1	\$ 242.00
Quarter 2	\$ -
Quarter 3	\$ -
Quarter 4	\$ -
Total Interest Payments	\$ 242.00

Deposit Error	\$ -
----------------------	-------------

Total Income	\$ 871.66
---------------------	------------------

Expenses

Interest Payment	\$ -
------------------	------

Total Expense	\$ -
----------------------	-------------

Net Income	\$ 871.66
-------------------	------------------


To: Mayor and Council

From: Larry Thompson, City Clerk/Treas./Administrator

RE: Vacation

Date: May 8, 2023

I hereby request the council approve my vacations for June 6-9, 2023 and June 13, 2023. I will attend the June 12th Council Meeting.



Larry J Thompson

**CITY OF WABASSO, MINNESOTA
PROPOSAL FOR MEDIA REPLACEMENT**

I. DESCRIPTION OF PROJECT

1. The City of Wabasso is requesting proposals from licensed contractors to:
 - a. Remove and replace media in its steel gravity filter at the existing water treatment facility.
2. PROPOSAL SUBMISSION DATE: Mail or E-mail Proposals to Bolton & Menk, Inc.
by **12:00 Noon on May 12, 2023.**
3. PROPOSAL MAIL LABEL/EMAIL: John Graupman, P.E.
Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 56001
John.Graupman@bolton-menk.com
4. PROJECT QUESTIONS: Address inquiries to:
John Graupman, P.E., 507-380-0433

II. COMPLETION DATE:

Media replacement with facility operational completed by **August 31, 2023**

III. BACKGROUND INFORMATION

The existing Tonka gravity filter has dimensions of 8-ft by 12-ft. Project will remove existing media and support gravel and replace with new material as specified.

IV. INSURANCE

1. **Contractor's Liability Insurance**
 - a. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by a Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
 - i. Claims under workers or workmen's compensation, disability benefits and other similar employee benefit acts;

- ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
 - iii. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
 - iv. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;
 - v. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from;
 - vi. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
 - vii. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- b. The CONTRACTOR shall purchase and maintain workers compensation insurance providing limits of \$100,000/500,000/100,000 or the limits required by Statute, whichever are greater.
 - c. The CONTRACTOR shall purchase and maintain general liability insurance including completed operations and contractual liability coverages, with limits of at least six hundred thousand dollars (\$600,000) per occurrence. All insurance shall remain in effect until final payment.

2. Insurance Certificates

Before commencement of any work, the CONTRACTOR shall submit written evidence to the City that all required insurance policies have been obtained. The certificates shall contain a provision that the coverages will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been provided to the City.

3. Additional Insureds

All liability and property insurances shall name the City of Wabasso and Bolton & Menk, Inc. as an Additional Insured, which shall automatically include the City's agents.

4. Errors and Omissions Coverage

Any insurance agent who signs the certificate of insurance shall furnish with it a certificate that the agent has Errors and Omissions coverage with limits of at least \$600,000 per occurrence.

V. BONDS

1. Performance Bond - None required.
2. Payment Bond - None required.

VI. WORK PROVIDED BY CITY

In developing the proposal, it should be assumed by the CONTRACTOR that the CITY will provide the following:

1. Legal and physical access to the Water Treatment Plant.
2. Payment will be made upon issuance of an invoice after completion of media replacement, and the recommendations of the Engineer.

VII. WORK BY THE CONTRACTOR

1. See attached specification Sections 46 61 03 and 46 61 13.

VIII. WORK BY THE PROPERTY OWNER

1. None

IX. BID PROPOSAL

Total Project Bid Price: \$ _____

Communications concerning this Proposal shall be addressed to:

CONTRACTOR: _____

ADDRESS: _____

CITY & STATE: _____

TELEPHONE: _____

SIGNATURE: _____

SECTION 46 61 03 – STEEL FILTER RENOVATION

PART 1 -- GENERAL

1.1 THE REQUIREMENTS

A. Scope of Work

1. The intent of the renovation is to renovate the existing filter and make necessary repairs. Renovation work is to consist of:
 - (a) Removal and disposal of the existing filter media and filter support gravels.
 - (b) Pressure wash the interior of the filter.
 - (c) Furnish and install new air wash grid piping above support gravel, including new support angles and hardware.
 - (d) Supply and install new filter support gravel and filter media.
 - (e) Sterilization of filter and appurtenances.

B. Existing Conditions

1. The existing iron removal filter is a gravity filter manufactured by Tonka Equipment Company. The filter unit has nominal dimensions of 8'-0" wide by 12'-0" long by 10'-0" high and is divided into four equal cells.
2. The existing filter incorporates a concrete underdrain designed with diffuser nozzles located on approximate 12" centers. The filter is internally structurally reinforced with structural members located at calculated stress points throughout the height of the filter side shell. There are three partition walls within the filter which divide the filter into four cells. There are also two round bottom backwash troughs.

1.2 RELATED SECTIONS

A. Section 46 61 13 - Filter Media

1.3 SUBMITTALS

- A. The CONTRACTOR shall submit complete shop drawings of the equipment, filter media and gravel, materials of construction, and construction procedures, including the work plan and all other information as required for a complete review by the ENGINEER.
- B. Six (6) sets of shop drawings shall be submitted to the Engineer prior to proceeding with fabrication. As-built drawings shall be submitted as a part of the operation and maintenance instruction manual.

1.4 QUALITY ASSURANCE

A. Manufacturers or Equal

1. WesTech
2. Kurita

1.5 EQUIPMENT MANUFACTURERS' RESPONSIBILITY

- A. It is the intent of this specification to have the original equipment manufacturer of filter equipment supervise all the interior renovation work on the filter. This will hold the equipment manufacturer responsible for the design, assembly, and renovation of the treatment unit.
- B. Equipment manufacturer must supervise all renovation work on the interior of the existing filter. Manufacturers' representatives will not be allowed to perform the supervision work on behalf of the manufacturer. The manufacturer will work directly with the contractor to perform the renovation work on the interior of the filter.
- C. Filter manufacturer shall provide instructions to the contractor on the installation of the new underdrain system, the air wash grid system at the interface of graded gravel and the filter media, the inlet distributor, the drain down siphon, and the filter level control system.
- D. After the filter work is completed and the filter media installed, the filter can be started up and put into operation. The filter manufacturer shall make all necessary adjustments to ensure filter performance.
- E. The equipment manufacturer shall instruct the owner on the operation and adjustment of the air followed by the water backwash system. The field supervisor shall be an employee of the filter manufacturer experienced in the installation of this type of equipment.

PART 2 -- PRODUCTS

2.1 VESSEL MISCELLANEOUS COMPONENTS

- A. Pipe nozzles shall be of the size shown in the drawings and shall consist of Sch. 40 steel pipe, projecting and terminating in a flange 12" or a distance to avoid conflict with the existing valve and nest operators from the outside face of the side shell. Flanges shall be standard ANSI pattern, welded on split centers, and be true and plumb.

2.2 AIR WASH SYSTEM

- A. Grid
 - 1. The air wash system shall be a header/lateral system located at the media/gravel interface for the complete scouring of filtration media. Vertical penetrations through the media shall be avoided. Air header pipes shall generally enter the filter cells at the media/gravel interface elevation.
 - 2. Materials. The system construction shall be Sch. 80 PVC pipe and fittings with headers being supported at no greater than 4 ft. intervals using stainless steel U-bolts, angles, and anchorage. Laterals shall be shop fabricated from Sch. 80 PVC, minimum 3/4" diameter, and solvent welded in place by the installing contractor. Laterals shall be evenly spaced at no more than 12" lateral-to-lateral spacing along the entire length of the header, each side. Laterals shall be supported at no greater than 2' intervals using stainless steel angles, vertical supports, base plates, and anchorage. Supports shall be adjustable in two directions.
 - 3. Lateral Design. Each lateral shall be secured using a double wrap at each support with polypropylene ties, two required per lateral. Each lateral shall be fitted with an end cap and a specially machined Sch. 80 male adapter for screwing or solvent welding into the air wash header. Specially sized air metering control orifices shall be placed at 6" intervals along each lateral. Each orifice shall be recessed to achieve full orifice effect and shall be protected by two screens to prevent media entrance into the lateral. The inner screen shall be virgin polypropylene construction with a mesh size chosen to prevent media entrance and allow free air movement.

The second structural or outer screen shall be a one-piece (1/8" thick) construction, slid over the lateral and inner screen during the fabrication process. Systems are not allowed that use clamping or other friction-type fits. The double-screened orifice assembly shall be heat-welded along its perimeter and bonded to the parent Sch. 80 PVC lateral prior to shipment. Each orifice shall be installed at a 45° angle, alternating from the vertical axis of the installed air wash lateral.

4. Configuration. The system used shall be the Tonka air wash grid or engineer-approved equal. Substitute systems shall be of rigid pipe construction. Systems utilizing multiple penetrations into the filter cells will not be acceptable. Systems utilizing flexible piping or hoses (rubber, polyethylene, polypropylene, etc.) will be prohibited. Calculations verifying adequate air distribution design, including orifice headloss calculations, shall be submitted to the engineer for approval upon request.

PART 3 -- EXECUTION

3.1 DISPOSAL OF EXISTING FILTER MEDIA

- A. Contractor shall dispose of the existing filter media in an approved landfill site. The Contractor shall obtain the necessary permits for disposal at a landfill site.

3.2 STERILIZATION

- A. The interior of the structure shall be thoroughly power-washed and sterilized in accordance with the requirements of the Minnesota Department of Health and AWWA C652-86, Section 4.2: Chlorination Method 2. Sterilized water shall be disposed of in accordance with 1560.4. Sterilization shall be the responsibility of the Contractor and shall be performed at the Contractor's expense.

3.3 FACTORY SERVICES AND START-UP

- A. Installation Supervision. The contractor shall coordinate with the treatment equipment manufacturer to provide factory supervision (as outlined on the Equipment Schedule) or direction during critical phases of installation. Critical phases will include the setting of equipment, installation of internals, installation of controls, wiring instrumentation, and other components critical to the successful operation of the system.
- B. Media Installation. Installation of support gravels and filter media shall be under the direct supervision of an employee of the filter manufacturer experienced in this procedure.
- C. System Start-Up and Training
 1. The contractor will verify, in writing, that the project is ready for manufacturers' field services. Copies of written verification shall be given to the manufacturer, engineer, and owner prior to scheduling field services.
 2. The contractor shall provide the services of a factory representative during the start-up of the treatment equipment. The contractor shall provide the number of days on-site for start-up supervision as outlined in the contract documents. At a minimum, the equipment manufacturer's technician shall perform the following start-up functions:
 - (a) Inspect the final installation to ensure proper installation, connection, and wiring of all equipment of the manufacturer's supply.
 - (b) Start-up of the equipment in the presence of the Contractor and Owner's operating personnel.

Method 2. Sterilized water shall be disposed of in accordance with 1560.4. Sterilization shall be the responsibility of the Contractor and shall be performed at the Contractor's expense.

3.3 FACTORY SERVICES AND START-UP

- A. Installation Supervision. The contractor shall coordinate with the treatment equipment manufacturer to provide factory supervision (as outlined on the Equipment Schedule) or direction during critical phases of installation. Critical phases will include the setting of equipment, installation of internals, installation of controls, wiring instrumentation, and other components critical to the successful operation of the system.
- B. Media Installation. Installation of support gravels and filter media shall be under the direct supervision of an employee of the filter manufacturer experienced in this procedure.
- C. System Start-Up and Training
 - 1. The contractor will verify, in writing, that the project is ready for manufacturers' field services. Copies of written verification shall be given to the manufacturer, engineer, and owner prior to scheduling field services.
 - 2. The contractor shall provide the services of a factory representative during the start-up of the treatment equipment. The contractor shall provide the number of days on-site for start-up supervision as outlined in the contract documents. At a minimum, the equipment manufacturer's technician shall perform the following start-up functions:
 - (a) Inspect the final installation to ensure proper installation, connection, and wiring of all equipment of the manufacturer's supply.
 - (b) Start-up of the equipment in the presence of the Contractor and Owner's operating personnel.
 - (c) Training of Owner's operating personnel in proper operation and maintenance procedures, startup/shutdown procedures, response to emergency conditions, and troubleshooting. The responsibility of the Contractor and the factory service representative with regard to start-up shall be fulfilled when the start-up is complete, the equipment is functioning properly, operating personnel have been trained, and the equipment has been accepted by the Owner.
- D. Post-Start-Up Activities
 - 1. Upon completion of his work, the manufacturer's field technician shall submit to the Engineer six (6) copies of a written report outlining the equipment start-up, names of owner personnel trained, and a listing of any deficiencies of equipment or materials as a result of his inspection, adjustments, corrections, repairs, and start-up. The report shall include descriptions of the inspection, adjustments, corrections, and repairs made and shall certify that the equipment:
 - (a) Has been installed per manufacturer's requirements.
 - (b) Has been started and placed online.
 - (c) Has been tested per manufacturer's instructions.
 - (d) Operator personnel have been instructed and trained.

**** END OF SECTION ****

SECTION 46 61 13 - FILTER MEDIA

PART 1 – GENERAL

1.1 THE REQUIREMENTS

- A. The CONTRACTOR shall furnish, install and test filter media for all filters as shown on the plans and as described in the specifications. The filter media shall be NSF 61 certified.
- B. The filter media for each filter shall consist of 16-inches of support gravel, 18-inches of greensand media, and 12-inches of anthracite.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01 33 00 - Submittals
- B. Section 01 45 00 - Tests and Inspections

1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Commercial Standards
 - 1. AWWA B100 - "Standard for Filtering Material"
 - 2. ASTM E11 - Specifications for wire cloth sieves for testing purposes.

1.4 CONTRACTOR SUBMITTALS

- A. The CONTRACTOR shall obtain written certification from the designated single supplier, addressed to the OWNER, stating that the material supplied will meet these specifications. All submittals shall include the following information as a minimum and shall be in conformance with Section 01 33 00 "Submittals".
 - 1. Supplier's name
 - 2. Gradation of each media type
 - (a) Date of sampling/lot number
 - (b) Complete sieve analysis of representative samples
 - 3. Material quantities
 - 4. Media loading procedure

PART 2 – PRODUCTS

2.1 SUPPORT GRAVEL

- A. The support gravel shall consist of hard, rounded stones with an average specific gravity of not less than 2.5. It shall not contain more than 2% of the weight of pieces in which the length is three times the width. The gravel shall be free of shale, mica, clay, sand, dirt, and organic impurities.

- B. The support gravel shall be placed in the tank as follows:

Layer	Depth	Size
Bottom	4"	0.5 to 0.75"
Second	4"	1/4 to 1/2"
Third	4"	1/8 to 1/4"
Top	4"	0.8-2.0 mm torpedo sand

- C. The support gravel shall be obtained from a manufacturer who complies with AWWA-B100 standards.

2.2 GREENSAND FILTER MEDIA

- A. The filter sand shall be "Greensand Plus" filter media supplied by Inversand Company of Clayton, New Jersey.
- B. The filter sand shall have an effective size between 0.30 mm and 0.35 mm with a uniformity coefficient of 1.6 or less and specific gravity of 2.4. The final depth of the sand media shall be 18 inches after backwashing and skimming off fines. A minimum of 1.5 inches of sand shall be removed by skimming.

2.3 FILTER ANTHRACITE

- A. Filter anthracite shall be composed of hard, durable grains and shall have a hardness greater than 2.7 on the Mohs scale and a specific gravity of not less than 1.55 nor more than 1.70. It shall be free of iron sulfides, clay, shale, or extraneous dirt. Its solubility shall be negligible in 40 percent HCl and less than 2 percent by weight in 1 percent hot (190°F) sodium hydroxide solution.
- B. The filter anthracite shall not have more than 2 percent by weight flat and sliver (elongated) like (combined) particles and shall be in accordance with AWWA B100.
- C. The filter anthracite shall have an effective size between 0.9 mm and 1.0 mm with a uniformity coefficient of 1.35 or less. The final depth of the anthracite media shall be 12 inches after backwashing and skimming off fines. A minimum of 1.5 inches of anthracite shall be removed by skimming.

PART 3 -- EXECUTION

3.1 FILTER SAND

- A. Placing: Special care shall be taken in transporting and placing the sand to avoid contamination with dirt or organic matter. Any sand which may have become dirty, either before or after it has been placed in the filter, shall be either washed or removed and replaced by clean sand. All sand that has been contaminated by organic matter and soil will be rejected. In placing the sand in the filters, extreme care shall be taken to avoid disturbing the upper layer of support gravel.
- B. Washing and Testing: After the sand has been placed, it shall be washed, with the ENGINEER present, at least three times by backwashing. Each of these separate and distinct washings shall consist of at least 5 minutes duration at the specified minimum wash rate. To obtain the maximum wash water rate, the CONTRACTOR shall temporarily increase the weir height by blocking the opening with 2" x 4" boards. The boards shall be removed after the skimming operation is complete.

- C. The washwater shall be applied at the start at a rate not to exceed 5 gallons per minute per square foot of filter area and shall be gradually increased to approximately 18 gallons per minute per square foot. The expanded sand shall be allowed to compact by closing the washwater supply valve slowly.
- D. Cleaning: The fine-grained materials which accumulate at the surface of the bed shall be scraped off and removed by the CONTRACTOR at the end of each period of backwash. The fines shall be scraped at least twice. Each scraping removes approximately 0.75 inches of fines.
- E. Each filter cell shall be washed and tested one at a time. Water for the initial backwash and testing shall be City water.

3.2 FILTER ANTHRACITE

- A. Anthracite shall be transported and placed carefully to prevent contamination of any sort, and anthracite made dirty before or after placing shall be replaced with clean anthracite. Anthracite filter media shall not be placed in any filter cell until the filter sand in that cell has been skimmed, and the final grain size distribution has been accepted by the ENGINEER. Anthracite shall be placed in the filter so as not to disturb the top layer of sand and shall be finished off smooth and leveled to the specified elevation after backwashing and cleaning. Workmen shall not walk directly upon the anthracite but upon plywood panels (minimum 1/2-inch thick and 2-foot square), which will sustain the weight of the workmen without displacing the anthracite.
- B. Washing and Testing: After the anthracite has been placed, it shall be washed at least 3 times, with the ENGINEER present, by backwashing. Each of these separate and distinct washings shall be of at least 5 minutes duration at the specified maximum wash rate.
- C. The washwater shall be applied at the start at a rate not to exceed 5 gallons per minute per square foot of filter area and shall be gradually increased to approximately 18 gallons per minute per square foot. The expanded filter media shall be allowed to compact by closing the washwater supply valve slowly.
- D. Cleaning: The fine-grained materials which accumulate at the surface of the bed shall be scraped off and removed by the CONTRACTOR at the end of each period of backwash. Anthracite shall be scraped at least twice and at each scraping, remove 0.75 inches of fine anthracite media.
- E. Each filter cell shall be washed and tested one at a time. Water for initial backwashing and testing shall be City water.

3.3 INITIAL CONDITIONING

- A. After disinfecting the filter before use, the greensand media shall be conditioned with potassium permanganate. Greensand shall be regenerated with 2 ounces of KMnO_4 per cubic foot of filter media. The regenerating solution shall be in contact with the media for a period of no less than 4 hours. A concentrated solution of potassium permanganate shall be introduced into each cell (dry KMnO_4 shall not be used) and drawn through the filter media until the effluent shows pink color.

3.4 DISPOSAL OF EXISTING FILTER MEDIA

- A. Contractor shall dispose of the existing filter media in an approved landfill site. The Contractor shall obtain the necessary permits for disposal at a landfill site.

3.5 DISINFECTION FILTER MEDIA BEFORE PUTTING INTO SERVICE

- A. Filter and the filter media shall be disinfected as per AWWA Standard C653 as described in Section 01 45 00 "Tests and Inspections", Paragraph 1.10 C.

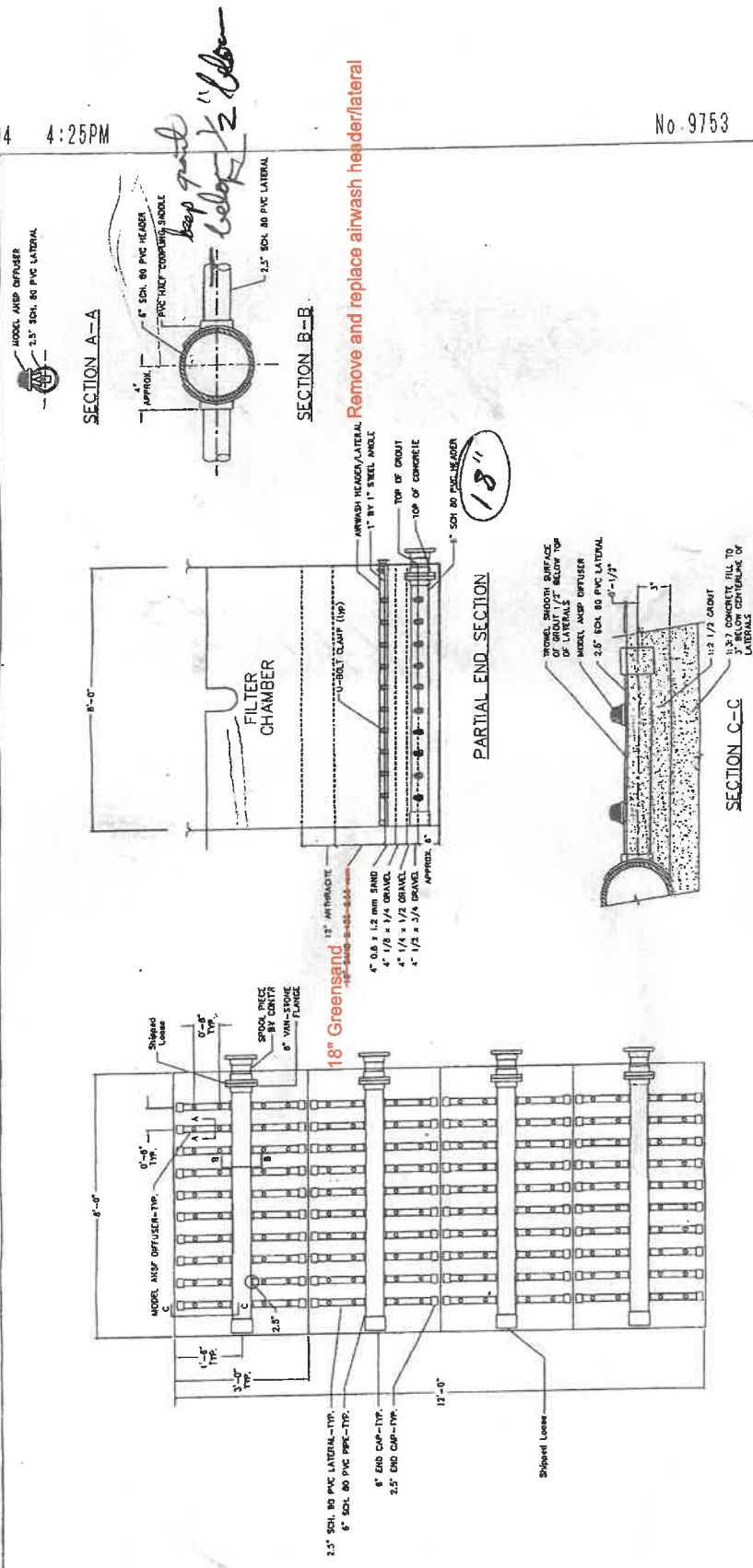
****** END OF SECTION ******

APPENDIX A

PLAN SHEETS FOR WATER FILTER MEDIA REPLACEMENT (FOR REFERENCE ONLY)

Aug. 9. 2004 4:25PM

No. 9753 P.7



DATE	REVISION	DATE	DATE
07/20/04	1	07/20/04	1
07/20/04	2	07/20/04	2
07/20/04	3	07/20/04	3
07/20/04	4	07/20/04	4
07/20/04	5	07/20/04	5
07/20/04	6	07/20/04	6
07/20/04	7	07/20/04	7
07/20/04	8	07/20/04	8
07/20/04	9	07/20/04	9
07/20/04	10	07/20/04	10
07/20/04	11	07/20/04	11
07/20/04	12	07/20/04	12
07/20/04	13	07/20/04	13
07/20/04	14	07/20/04	14
07/20/04	15	07/20/04	15
07/20/04	16	07/20/04	16
07/20/04	17	07/20/04	17
07/20/04	18	07/20/04	18
07/20/04	19	07/20/04	19
07/20/04	20	07/20/04	20
07/20/04	21	07/20/04	21
07/20/04	22	07/20/04	22
07/20/04	23	07/20/04	23
07/20/04	24	07/20/04	24
07/20/04	25	07/20/04	25
07/20/04	26	07/20/04	26
07/20/04	27	07/20/04	27
07/20/04	28	07/20/04	28
07/20/04	29	07/20/04	29
07/20/04	30	07/20/04	30
07/20/04	31	07/20/04	31
07/20/04	32	07/20/04	32
07/20/04	33	07/20/04	33
07/20/04	34	07/20/04	34
07/20/04	35	07/20/04	35
07/20/04	36	07/20/04	36
07/20/04	37	07/20/04	37
07/20/04	38	07/20/04	38
07/20/04	39	07/20/04	39
07/20/04	40	07/20/04	40
07/20/04	41	07/20/04	41
07/20/04	42	07/20/04	42
07/20/04	43	07/20/04	43
07/20/04	44	07/20/04	44
07/20/04	45	07/20/04	45
07/20/04	46	07/20/04	46
07/20/04	47	07/20/04	47
07/20/04	48	07/20/04	48
07/20/04	49	07/20/04	49
07/20/04	50	07/20/04	50
07/20/04	51	07/20/04	51
07/20/04	52	07/20/04	52
07/20/04	53	07/20/04	53
07/20/04	54	07/20/04	54
07/20/04	55	07/20/04	55
07/20/04	56	07/20/04	56
07/20/04	57	07/20/04	57
07/20/04	58	07/20/04	58
07/20/04	59	07/20/04	59
07/20/04	60	07/20/04	60
07/20/04	61	07/20/04	61
07/20/04	62	07/20/04	62
07/20/04	63	07/20/04	63
07/20/04	64	07/20/04	64
07/20/04	65	07/20/04	65
07/20/04	66	07/20/04	66
07/20/04	67	07/20/04	67
07/20/04	68	07/20/04	68
07/20/04	69	07/20/04	69
07/20/04	70	07/20/04	70
07/20/04	71	07/20/04	71
07/20/04	72	07/20/04	72
07/20/04	73	07/20/04	73
07/20/04	74	07/20/04	74
07/20/04	75	07/20/04	75
07/20/04	76	07/20/04	76
07/20/04	77	07/20/04	77
07/20/04	78	07/20/04	78
07/20/04	79	07/20/04	79
07/20/04	80	07/20/04	80
07/20/04	81	07/20/04	81
07/20/04	82	07/20/04	82
07/20/04	83	07/20/04	83
07/20/04	84	07/20/04	84
07/20/04	85	07/20/04	85
07/20/04	86	07/20/04	86
07/20/04	87	07/20/04	87
07/20/04	88	07/20/04	88
07/20/04	89	07/20/04	89
07/20/04	90	07/20/04	90
07/20/04	91	07/20/04	91
07/20/04	92	07/20/04	92
07/20/04	93	07/20/04	93
07/20/04	94	07/20/04	94
07/20/04	95	07/20/04	95
07/20/04	96	07/20/04	96
07/20/04	97	07/20/04	97
07/20/04	98	07/20/04	98
07/20/04	99	07/20/04	99
07/20/04	100	07/20/04	100

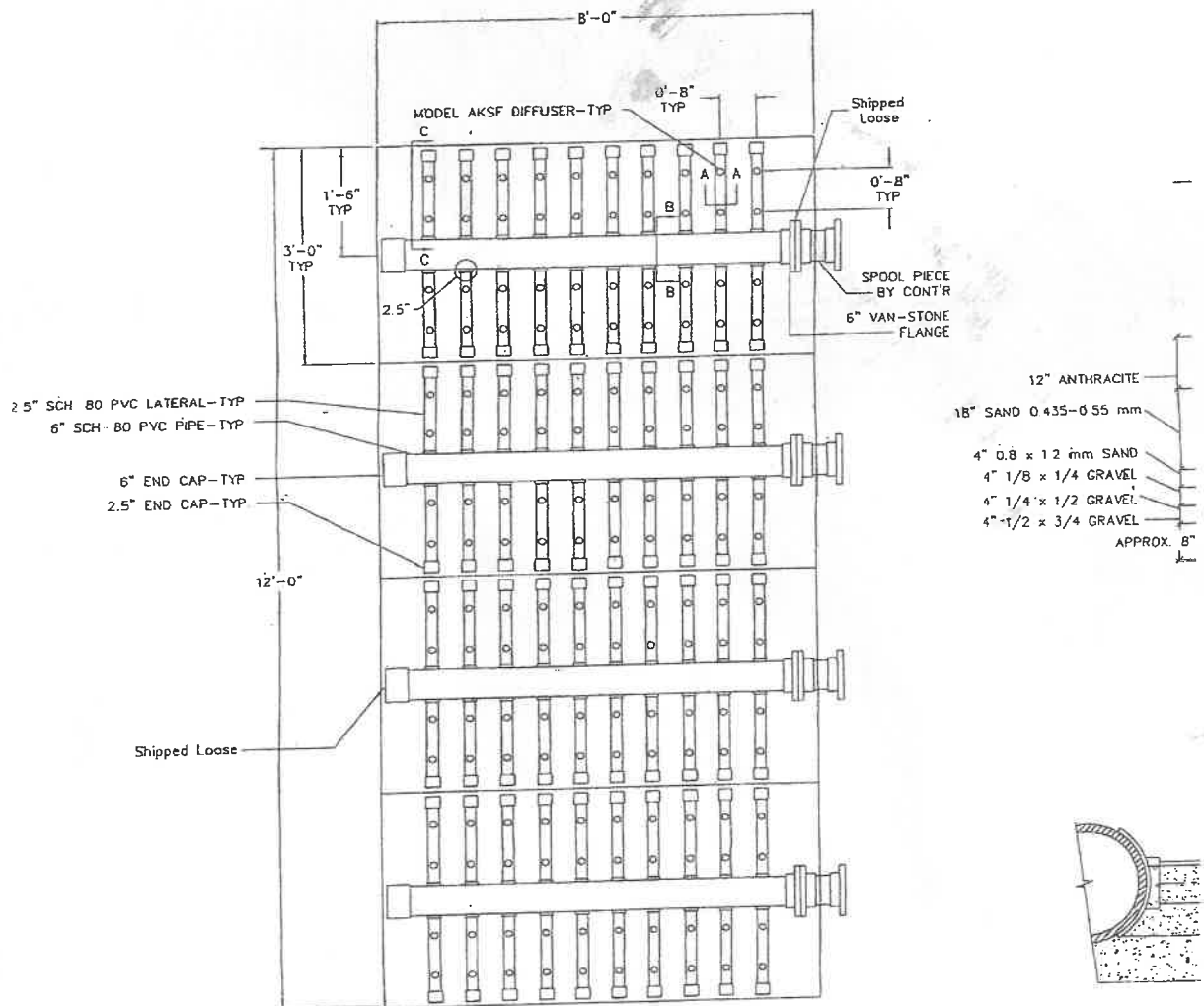
NOTES:
 1. UNDERDRAIN SYSTEM SHALL BE SHIPPED IN SECTIONS FOR FIELD ASSEMBLY BY OTHERS.
 2. CONCRETE FILL AND DROUT ARE NOT PROVIDED BY VESCO.
 3. FOUR UNDERDRAIN SYSTEMS ARE PROVIDED FOR FOUR FILTER DOMES.

UNDERDRAIN PLAN



PROPOSED UNDERDRAIN REPLACEMENT
 WATER TREATMENT PLANT
 WABASH, ILLINOIS

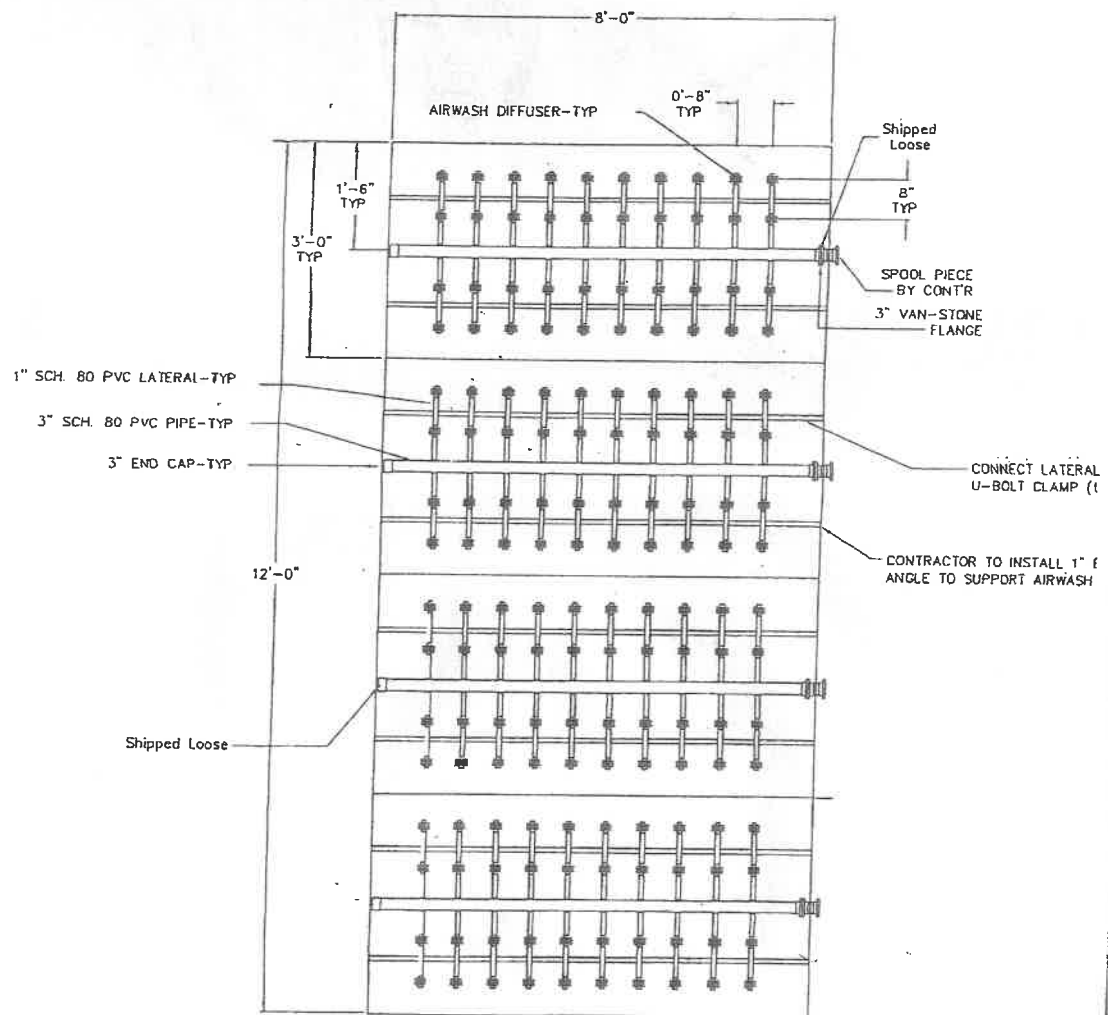
DATE: 07/20/04
 DRAWN BY: VESCO
 CHECKED BY: VESCO
 VESCO-007-1



UNDERDRAIN PLAN

NOTES:

1. HEADER LATERAL UNDER
2. PVC PRIMER AND CEMENT
3. CONCRETE FILL AND GRC
4. FOUR UNDERDRAIN SYSTEM



AIRWASH PLAN

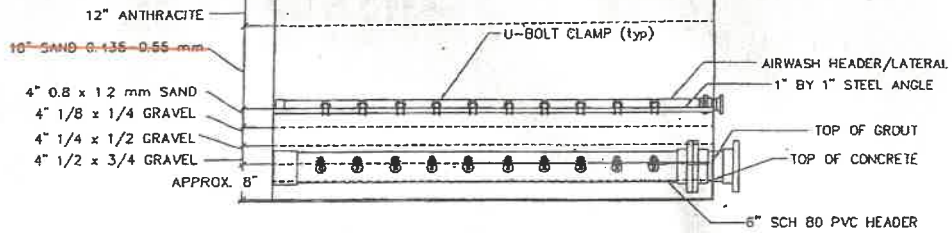
Aug. 9.2004 4:27PM

No. 9753 P.12

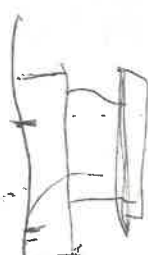
RAL AND ANGLE WITH
P (typ all locations)

1" BY 1" STEEL
ASH SYSTEM (TYP)

18" Greensand



PARTIAL END SECTION



LTR	REVISIONS	DATE	DWN
PROPOSED AIRWASH INSTALLATION WATER TREATMENT PLANT WABASSO, MINNESOTA			
SCALE:	NONE	APPROVED BY:	DATE:
DRAWN BY:	D.J.F.	7/20/04	WABASSO-WTP-2

To: Mayor and Council
From: Larry Thompson, Clerk/Treas./Administrator
RE: MN Rural Water Association Revenue Bond Anticipation Note
Date: May 4, 2023

As noted in my April 6, 2023 memo, the city will need to issue a Revenue Bond Anticipation Note to finance expenses to bridge the gap until USDA funds are received. I had anticipated the city would need to borrow \$6,300,000. It was also hoped that the city would be able to use a financing program offered by the Minnesota Rural Water Association which would significantly cut issuance costs. I am pleased to inform you that the city will only need to borrow \$2,936,000 to cover the final USDA loan, and that we can use the MRWA financing program which will save the expense of a financial consultant.

Mary Ippel of Taft Law has sent over a number of documents for city signature along with a resolution and loan agreement for council approval. Matt and I have reviewed the agreement and resolution and it appears all is in order. As you will not it is quite lengthy. The basic terms:

1. Draw account set up for \$2,936,000. City may draw on the account as funds are needed.
2. Interest at 4.85%
3. Maturity date: November 1, 2023. May be extended at a rate not to exceed 6%
4. City pledges the future USDA loan, city taxing authority and sewer revenues to repay the loan.

It is recommended the attached resolution and Advance Agreement be approved and the Mayor and Clerk be authorized to sign all required documents.

Larry Thompson

From: Webster, Mary <MWebster@Taftlaw.com>
Sent: Friday, April 28, 2023 10:04 AM
To: Larry Thompson
Cc: Ippel, Mary; Volante, Susan
Subject: City of Wabasso GO Sewer Revenue BAN 2023A - Resolution and Advance Agreement for Meeting on May 8, 2023
Attachments: 77177161-v1-Wabasso GO Sewer Revenue BAN 2023A Advance Agreement - Rural Water -.pdf; 77176482-v1-Wabasso GO Sewer Revenue Bond Anticipation Note of 2023A (Rural Water) Resolution.DOC
Importance: High

Hi Larry,

Attached is the resolution and Advance Agreement for the May 8, 2023 city council meeting to approve the note financing.

- Page 1, please fill in which council members were present and which were absent. Also include the name of the council member that introduced the resolution
- Page 16, please fill in which council member seconded the motion to adopt the resolution, please include the members that voted for and voted against
- Page 16, please sign the certificate to the resolution

After the resolution is adopted on May 8, 2023, please email a copy of the adopted resolution. I will need to file a copy with the County Auditor.

The note will be closed via email/mail on May 25, 2023.

I will follow up with a separate email with closing documents to be signed and further instructions for closing.

Thank you and have a great weekend!



Mary K. Webster
Paralegal
MWebster@Taftlaw.com
Dir: 612.977.8185
Tel: 612.977.8400 | Fax: 612.977.8650
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402-2157

taftlaw.com

This message may contain information that is attorney-client privileged, attorney work product or otherwise confidential. If you are not an intended recipient, use and disclosure of this message are prohibited. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF WABASSO, MINNESOTA

HELD: MAY 8, 2023

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Wabasso, Redwood County, Minnesota, was duly held at the Community Center in Wabasso, Minnesota, on May 8, 2023, at 5:00 o'clock P.M., for the purpose in part of awarding the sale of a \$2,936,000 General Obligation Sewer Revenue Bond Anticipation Note of 2023A.

The following members were present: _____

and the following were absent: _____

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE AGREEMENT AND PARTICIPATION IN JOINT POWERS AUTHORITY FOR A SEWER PROJECT FOR THE CITY OF WABASSO, MINNESOTA AND ACCEPTING THE OFFER OF THE MINNESOTA RURAL WATER FINANCE AUTHORITY TO PURCHASE A \$2,936,000 GENERAL OBLIGATION SEWER REVENUE BOND ANTICIPATION NOTE OF 2023A AND PROVIDING FOR ITS ISSUANCE

A. WHEREAS, the City of Wabasso, Minnesota (the "City"), has previously determined that it is in the public interest to acquire and construct improvements to the municipal sanitary sewer system (the "Project") of the City; and

B. WHEREAS, in order to obtain such monies the City hereby determines that it is necessary and expedient to enter into an Advance Agreement with the Minnesota Rural Water Finance Authority, a Minnesota joint powers entity ("Rural Water") organized under a Joint Powers Agreement, dated November 1, 1999, as amended; and

C. WHEREAS, the City has taken preliminary action in anticipation of entering into the Advance Agreement with Rural Water in order to temporarily fund the Project; and

D. WHEREAS, the City desires to borrow from Rural Water an estimated amount of \$2,936,000 (the "Loan"), the proceeds of which will be used to temporarily fund the Project; and

E. WHEREAS, as security for the payment of the Loan, Rural Water requires that the City execute the Advance Agreement and join in the Joint Powers Agreement; and

F. WHEREAS, the City has heretofore applied for the Loan from Rural Water to provide financing pursuant to Minnesota Statutes, Chapter 475 and Section 444.075, particularly Section 475.61, Subdivision 5, for the interim financing of the Project; and

G. WHEREAS, Rural Water has issued its Public Projects Construction Notes, Series 2022, dated June 30, 2022 (the "Rural Water Notes") pursuant to Minnesota Statutes, Section 471.59, as amended (the "Act"), the proceeds of which, together with certain other funds, will be used to provide interim loans to municipalities to fund eligible costs of construction of publicly owned water, sewer, and other facilities in accordance with the Act; and

H. WHEREAS, the City has applied for the Loan from Rural Water pursuant to its Public Projects Construction Financing Program, and Rural Water has committed to make the Loan to the City in the principal amount of \$2,936,000, to be disbursed and repaid in accordance with the terms of the Advance Agreement to be executed by Rural Water and the City, a copy of which is before this Council and on file with the Clerk/Treasurer-Administrator; and the Advance Agreement, as executed, is incorporated by reference; and

I. WHEREAS, the City will join in the Joint Powers Agreement; and

J. WHEREAS, the \$2,936,000 General Obligation Sewer Revenue Bond Anticipation Note of 2023A (the "Master Note") of the City is not tax-exempt, but the City will need to assure the tax-exemption of the Rural Water Notes; and

K. WHEREAS, the United States of America, the United States Department of Agriculture (the "Government"), administered by Rural Development has entered into a prior commitment with the City to purchase a General Obligation Sewer Revenue Bond of the City to provide definitive financing for the Project provided the City issues the Master Note to provide interim financing for the Project; and

L. WHEREAS, as part of the underlying security for the payment of the Master Note, the City is obligated to accept the offer of the Government to purchase a definitive bond of the City in the amount of \$2,936,000 for delivery and payment on or before the maturity date of the Master Note for the purpose of refunding the same; and

M. WHEREAS, the City owns and operates a municipal water system (the "Water System") and a municipal sewer system (the "Sewer System" and, together with the Water System, the "System"); and the net revenues of the System are pledged to the payment of the City's outstanding \$455,000 original principal amount of General Obligation Water and Sewer Refunding Bonds, Series 2013A, dated December 1, 2013 (the "Outstanding System Bonds"); and

N. WHEREAS, it has been determined that the interest on the Master Note is taxable and the requirements as to public sale referred to in Minnesota Statutes, Section 475.60, Subdivision 1 shall not apply as permitted by Minnesota Statutes, Section 475.60, Subdivision 2(6); and

O. WHEREAS, a contract or contracts for the Project have been made by the City with the approval of Rural Water and the Government and all other state and federal agencies of which approval is required:

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Wabasso, Redwood County, Minnesota, as follows:

1. Acceptance of Offer; Payment. The offer of Rural Water to purchase the Master Note, at the rate of interest hereinafter set forth, and to pay therefor the sum of \$2,936,000 as provided below, is hereby accepted, and the sale of the Master Note is hereby awarded to Rural Water. Payment for the Master Note shall be disbursed in installments as eligible costs of the Project are reimbursed or paid as provided in the Advance Agreement.

2. Title; Date; Denomination; Interest Rate; Maturity. The Master Note shall be a fully registered negotiable obligation, shall be titled the "General Obligation Sewer Revenue Bond Anticipation Note of 2023A", shall be dated as of the date of delivery and shall be issued forthwith. The Master Note shall be in the principal amount of \$2,936,000, or so much thereof as shall be disbursed pursuant to the Advance Agreement as evidenced by one or more Disbursement Notes, and shall bear interest on so much of the principal amount of the Master Note as (i) may be disbursed from time to time as provided in the Advance Agreement and (ii) remains unpaid, from the date of each disbursement until the principal amount of the Master Note has been paid or has been provided for, at the rate of 4.85% per annum (calculated on the basis of a 360-day year of twelve thirty-day months), payable at maturity on November 1, 2023 (or prior prepayment).

Interest shall accrue only on the aggregate amount of the Master Note which has been disbursed and is unpaid under the Advance Agreement. Principal, interest and any premium due under the Master Note will be paid on the payment date by wire payment, or by check or draft mailed the last business day prior to the payment date to the person in whose name the Master Note is registered, in any coin or currency of the United States which at the time of payment is legal tender for public and private debts.

3. Extension of Maturity. In the event permanent financing for the Project is not obtained prior to maturity of the Master Note, authority is hereby delegated to the Mayor and Clerk/Treasurer-Administrator to approve an extension of the maturity, which approval shall be evidenced by execution of the Extension Certificate attached to the Advance Agreement.

4. Purpose; Cost. The proceeds of the Master Note shall provide funds to temporarily finance the Project in anticipation of the receipt of the Government loan moneys. The Master Note is issued to aid in financing a sanitary sewer system or part thereof pursuant to Minnesota Statutes, Chapter 475 and Section 444.075. The total cost of the construction of the Project, approved by the Government, and all other state and federal agencies of which approval is required, including legal and other professional charges, publication and printing costs, interest accruing on money borrowed for the Project before the collection of net revenues pledged and appropriated therefor, and all other costs necessarily incurred and to be incurred from the inception to the completion of the Project, is estimated to be at least equal to the amount of the

Master Note. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

5. Redemption. The Master Note shall be subject to redemption and prepayment in whole at any time at the option of the City.

6. Registration of Master Note. At the time of issuance and delivery of the Master Note, the officer of the City performing the functions of the treasurer (the "Clerk/Treasurer-Administrator") shall register the Master Note in the name of the payee in a note register which his or her successors in office shall maintain for the purpose of registering the ownership of the Master Note. The Master Note shall be prepared for execution with an appropriate text and spaces for notation of registration. The force and effect of such registration shall be as stated in the form of Master Note hereinafter set forth.

7. Form of Master Note. The Master Note, together with the Certificate of Registration and form of Disbursement Note thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
REDWOOD COUNTY
CITY OF WABASSO

\$2,936,000 GENERAL OBLIGATION SEWER REVENUE BOND ANTICIPATION NOTE
OF 2023A

KNOW ALL PERSONS BY THESE PRESENTS THAT THE CITY OF WABASSO, REDWOOD COUNTY, MINNESOTA (the "City"), certifies that it is indebted and for value received promises to pay to the Minnesota Rural Water Finance Authority or the registered assign, the principal sum of TWO MILLION NINE HUNDRED THIRTY SIX THOUSAND DOLLARS, or so much thereof as may have been disbursed, on November 1, 2023, and to pay interest on so much of the principal amount of the debt as (i) may be disbursed from time to time as provided in the Advance Agreement (as defined below) and (ii) remains unpaid, from the date of each disbursement until the principal amount hereof is paid or has been provided for, at the rate of 4.85% per annum (calculated on the basis of a 360-day year of twelve thirty-day months), payable on the maturity date (or prior prepayment).

Principal and Interest Payments. Interest shall accrue only on the aggregate amount of this Master Note which has been disbursed under the Advance Agreement dated as of the date hereof, by and between the City and the Minnesota Rural Water Finance Authority. Disbursements and advances of the proceeds of this Master Note shall be made in accordance with the Advance Agreement by the execution by the City of one or more Disbursement Notes in the form attached hereto as Exhibit A. Principal, interest and any premium due under this Master Note will be paid on the payment date by wire payment, or by check or draft mailed the last business day prior to the payment date to the person in whose name this Master Note is

registered, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Redemption. This Master Note is subject to redemption and prepayment in whole at any time at the option of the City.

Purpose; General Obligation; Rights and Remedies. This Master Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota for the purpose of providing money to finance on an interim basis the cost to construct and install improvements to the municipal sanitary sewer system (the "Sewer System") and is payable out of Debt Service Account of the General Obligation Sewer Revenue Bond Anticipation Note of 2023A Fund of the City, to which account have been pledged net revenues of the Sewer System, and into which fund there are to be paid proceeds of the definitive revenue bonds or additional temporary revenue bonds which the City is required by law to issue at or prior to the maturity of this Master Note for the purpose of refunding the same if the net revenues theretofore received or collected with respect to the project, or any other municipal funds which are properly available and are appropriated by the City for such purposes, are not sufficient for the full payment thereof. This Master Note constitutes a general obligation of the City, and to provide moneys for the prompt and full payment of said principal installments and interest when the same become due, the full faith, credit and taxing powers of the City have been and are hereby irrevocably pledged. The holder hereof shall have all of the rights and remedies available under Minnesota Statutes, Sections 475.61, Subdivisions 5 and 6.

Extension of Maturity. Notwithstanding the stated maturity of this Master Note the maturity hereof and any Disbursement Note issued hereunder may be extended one or more times to a date not later than May 25, 2029, and bearing interest at a new rate of interest not exceeding 6.00% per annum from the stated maturity to the extended maturity date, provided such extension is approved by the Authority and the Trustee. Any such extension shall be evidenced by the Extension Certificate attached hereto as Exhibit B setting forth (i) the extended maturity date, (ii) the rate of interest from the original stated maturity date to the extended maturity date and (iii) the dates such interest is payable. No Extension Certificate shall be valid unless executed by the Issuer, the Authority and the Trustee.

Registration; Transfer. This Master Note shall be registered in the name of the payee on the books of the City by presenting this Master Note for registration to the officer of the City performing the functions of the Clerk/Treasurer-Administrator, who will endorse and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Master Note may be transferred to a bona fide purchaser only by delivery with an assignment duly executed by the registered owner or the registered owner's legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Master Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Clerk/Treasurer-Administrator.

Fees Upon Transfer or Loss. The Clerk/Treasurer-Administrator may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer of this Master Note and any legal or unusual costs regarding transfers and lost notes.

Advance Agreement. The representations and warranties of the City as set forth in the Advance Agreement are incorporated by reference herein. The terms and conditions of the Advance Agreement are incorporated herein by reference and made a part hereof. The Advance Agreement may be attached to this Master Note, and shall be attached to this Master Note if the holder of this Master Note is any person other than the Minnesota Rural Water Finance Authority.

Not a Qualified Tax-Exempt Obligation. This Note has not been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended.

Taxable Obligation. The City intends that none of the interest on this Master Note will be excluded from gross income for United States income tax purposes or from both gross income and taxable net income for State of Minnesota income tax purposes.

Officers Not Liable. The undersigned are the Mayor and Clerk/Treasurer-Administrator and are duly authorized to execute this Master Note and all Disbursement Notes on behalf of the City. This Master Note represents a liability of the City only, payable out of the first proceeds of the sources, herein above mentioned, and the undersigned, by executing this Master Note or any Disbursement Note, shall not become personally and/or individually liable hereon as their personal or individual debt.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Master Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the City has covenanted and agreed with the holder of this Master Note that it will impose and collect charges for the service, use and availability of and connection to the Sewer System at the times and in amounts necessary to produce net revenues adequate, together with other pledged sources, including proceeds of a definitive bond to be issued to pay this Master Note prior to its final maturity date, to pay all principal and interest when due on this Master Note; that the City will levy a direct, annual, irrepealable ad valorem tax upon all of the taxable property in the City, without limitation as to rate or amount, for the years and in amounts sufficient to pay the installments of principal and interest on this Master Note as they respectively become due, if the net revenues from the Sewer System and any other revenues irrevocably appropriated to said Debt Service Account are insufficient therefor; and that this Master Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Wabasso, Redwood County, Minnesota, by its City Council has caused this Master Note to be executed on its behalf by the signatures of its

Mayor and its Clerk/Treasurer-Administrator, the corporate seal of the City having been intentionally omitted as permitted by law, all as of (Do Not Date).

(Do Not Sign)
Mayor

(Do Not Sign)
Clerk/Treasurer-Administrator

General Obligation Sewer Revenue Bond Anticipation Note of 2023A.

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Master Note may be made only by the registered owner or his, her or its legal representative last noted below.

DATE OF REGISTRATION	REGISTERED OWNER	SIGNATURE OF CLERK/TREASURER- ADMINISTRATOR
<hr/>	<hr/>	<hr/>
	Minnesota Rural Water Finance Authority Elbow Lake, Minnesota Federal Employer Identification No. 41-1283589	
<hr/> (Do Not Date)	<hr/>	<hr/> (Do Not Sign)

Exhibit A to Master Note

UNITED STATES OF AMERICA
STATE OF MINNESOTA
REDWOOD COUNTY
CITY OF WABASSO

GENERAL OBLIGATION SEWER REVENUE BOND ANTICIPATION NOTE OF 2023A

DISBURSEMENT NOTE

No. _____ \$ _____

For value received, the City of Wabasso, Redwood County, Minnesota (the "City") acting by and through its City Council (the "Governing Body"), and pursuant to the City's General Obligation Sewer Revenue Bond Anticipation Note of 2023A, May 25, 2023, in the aggregate principal amount of \$2,936,000 (the "Master Note"), requests the disbursement of \$ _____, which when added to the previous disbursements made pursuant to the Master Note represents a total disbursement made as of the date of this Disbursement Note in the sum of \$ _____.

The City hereby acknowledges itself indebted to and promises to pay to the order of Minnesota Rural Water Finance Authority the amount disbursed hereunder and any other amounts disbursed under the Master Note, on or before the date of maturity of the Master Note, with interest payable on the amount disbursed hereunder from the date of this Disbursement Note at the rate set forth in the Master Note.

This Disbursement Note shall be subject to the terms and provisions of the Master Note.

IN WITNESS WHEREOF, said Issuer, by its Governing Body, has caused this Note to be executed by the Issuer on the date of this Disbursement Note, which is _____.

CITY OF WABASSO, MINNESOTA

By (Do Not Sign) _____
Its Mayor

By (Do Not Sign) _____
Its Clerk/Treasurer-Administrator

Exhibit B to Master Note

EXTENSION CERTIFICATE

The undersigned Minnesota Rural Water Finance Authority (the "Authority"), Regions Bank (the "Authority") and the Governmental Unit named below (the "Governmental Unit") certify and agree that (1) the Maturity Date of the Master Note issued by the Governmental Unit pursuant to the Advance Agreement between the Authority and the Governmental Unit shall be _____, 202_ (the "Extended Maturity Date"), (2) the interest rate on the Loan and Master Note shall be ____% per annum from November 1, 2023 [or earlier agreed upon date], to the Extended Maturity Date, and (3) interest shall be payable on the Loan and Master Note on the _____, 202_, Extended Maturity Date. On the Extended Maturity Date, unless earlier paid, the amount payable by the Governmental Unit shall include the amount heretofore advanced under the Master Note, interest accrued on the Master Note on November 1, 2023 [or earlier agreed upon date], and interest on the foregoing amounts from November 1, 2023 [or earlier agreed upon date], plus the amount of any subsequent advances and interest thereon.

The Authority and Trustee acknowledge that the Authority has issued obligations under the Program which will provide funds sufficient to pay that portion of the Authority Notes which was to have been paid from the Governmental Unit's payment of the original Governmental Note. The Governmental Unit will not purchase any such Authority obligations in an amount related to the amount of the Loan and Master Note.

CITY OF WABASSO, MINNESOTA

By (Do Not Sign)
Title: Mayor

And By (Do Not Sign)
Title: Clerk/Treasurer-Administrator

MINNESOTA RURAL WATER FINANCE
AUTHORITY

By _____
Its _____

REGIONS BANK

By _____
Its _____

8. Execution. The Master Note shall be executed on behalf of the City by the signatures of its Mayor and its Clerk/Treasurer-Administrator, and shall be sealed with the seal of the City; provided, however, that the seal of the City may be a printed facsimile; and provided further that the corporate seal may be omitted on the Master Note as permitted by law. In the event of disability or resignation or other absence of either such officer, the Master Note may be signed by the manual signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Master Note shall cease to be such officer before the delivery of the Master Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

9. Delivery; Application of Proceeds. The Master Note when so prepared and executed shall be delivered by the Clerk/Treasurer-Administrator to the purchaser thereof prior to disbursements pursuant to the Advance Agreement, and the purchaser shall not be obliged to see to the proper application thereof.

10. Fund and Accounts. There is hereby established a special fund designated the "General Obligation Sewer Revenue Bond Anticipation Note of 2023A Fund" (the "Fund") to be administered and maintained by the Clerk/Treasurer-Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner specified herein until the Master Note, and interest thereon, have been fully paid. There shall be maintained in the Fund the following two separate accounts, to which shall be credited and debited all income and disbursements of the Fund relating to the Master Note as hereinafter set forth. In such records there shall be maintained accounts of the Fund for the purposes and in the amounts as follows:

a. A "Construction Account", to which shall be credited all proceeds received from the sale of the Master Note. The Master Note shall be the only source of moneys credited to the Construction Account. It is recognized that the sale proceeds of the Master Note may be received in reimbursement for costs expended on the Project or in direct payment of such costs, and that accordingly the moneys need not be placed in the Construction Account upon receipt but may be applied immediately to reimburse the source from which the expenditure was made. The moneys in the Construction Account shall be used solely for the purpose of paying for the cost of constructing the Project, including all costs enumerated in Minnesota Statutes, Section 475.65, provided that such moneys shall only be expended for costs and expenses which are permitted under the Advance Agreement. Upon completion of the Project and the payment of the costs thereof, any surplus shall be transferred to the Debt Service Account.

b. A "Debt Service Account", to which shall be irrevocably appropriated, pledged and credited: (1) net revenues of the Sewer System in an amount sufficient, with other moneys herein pledged to the Debt Service Account, to pay the principal of, and interest on, the Master Note when due; (2) all collections of taxes which may hereafter be levied for the payment of the principal of, and interest on, the Master Note; (3) the proceeds of any definitive revenue bonds or additional temporary revenue bonds in an

amount, together with other moneys then on hand irrevocably appropriate to said account, as is necessary to pay the principal of, and interest on, the Master Note; (4) all investment earnings on moneys held in the Debt Service Account; (5) any amounts transferred from the Construction Account; and (6) any other moneys which are properly available and are appropriated by the City Council to the Debt Service Account. The moneys in said account shall be used only to pay or prepay the principal of, and interest on, the Master Note and any other general obligation bonds hereafter issued and made payable from said account.

The City shall observe the covenants of paragraphs 19 and 20 of this resolution with regard to the Fund.

All moneys of the Fund shall be deposited in a bank which is a member of the Federal Deposit Insurance Corporation. Upon issuance of the Master Note, the Construction Account in said Fund shall be established as a "supervised bank account" if and as required by the Government. Amounts in the supervised bank account exceeding \$100,000 shall be secured by the depository bank in advance in accordance with U.S. Treasury Department Circular No. 176. Withdrawals from the supervised bank account shall be made only on checks signed by the Clerk/Treasurer-Administrator (or any other person who is lawfully delegated the responsibility of performing such duty) as certified to by the City Council of the City, from time to time and countersigned by the Rural Development Area Specialist authorized to act on behalf of the Government. Any liquidated damages and other moneys paid by defaulting contractors or their sureties shall be deposited in the Construction Account to assure completion of the related Project.

11. Pledge of Proceeds of Definitive Revenue Bonds or Additional Temporary Revenue Bonds and Net Revenues; Coverage Test; Excess Net Revenues. To provide moneys for the prompt and full payment of principal and interest on the Master Note, the City shall issue and sell the definitive revenue bonds or additional temporary revenue bonds for delivery and payment at or prior to the maturity date of the Master Note. The proceeds of the definitive revenue bonds or additional temporary revenue bonds to be issued in connection with the Master Note, together with net revenues of the Sewer System, are hereby found, determined and declared to be sufficient in amount to pay when due one hundred five percent of the principal of and interest on the Master Note. It is hereby found, determined and declared that the net revenues of the System are sufficient in amount to pay when due the principal of interest on the Outstanding System Bonds and a sum at least five percent in excess thereof. The net revenues of the Sewer System are hereby pledged for the payment of the Master Note on a parity lien with the Outstanding System Bonds, and shall be applied for that purpose, but solely to the extent required to meet the principal and interest requirements of the Master Note as the same become due. Excess net revenues of the Sewer System may be used for any proper purpose.

Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of net revenues for the payment of other or additional obligations of the City, provided that it has first been determined by the City that the estimated net revenues will be sufficient, in addition to all other sums pledged to the Debt Service Account, for the payment of the Master Note and such additional obligations, and any such pledge and

appropriation of net revenues may be made superior or subordinate to, or on a parity with, the pledge and appropriation herein.

12. Pledge to Produce Revenues. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the holder of the Master Note that it will impose and collect charges for the service, use and availability of and connection to the Sewer System at the times and in the amounts required to produce net revenues adequate, together with the proceeds of the definitive revenue bonds or additional revenue bonds, to pay all principal and interest when due on the Master Note. Minnesota Statutes, Section 444.075, Subdivision 2, provides as follows: "Real estate tax revenues should be used only, and then on a temporary basis, to pay general or special obligations when the other revenues are insufficient to meet the obligations."

13. Master Noteholder Covenant. The provisions of this resolution constitute a covenant with the holder of the Master Note issued by the City and the definitive revenue bonds or additional temporary revenue bonds to be issued to refund such Master Note and, with respect to the payment of funds to the Debt Service Account, a pledge of those funds for the benefit of the holder of the Master Note payable therefrom.

14. Conditions Prior to Issuance of Definitive Revenue Bonds. The City has heretofore secured a commitment from the Government for a loan in the amount of \$2,936,000 in anticipation of which the Master Note is issued. It is hereby found, determined and declared that all conditions exist precedent to the anticipation of a definitive revenue bond in an amount equal at least to the principal sum of the Master Note.

15. General Obligation Pledge. The full faith, credit and taxing powers of the City shall be, and are hereby, irrevocably pledged for the prompt and full payment of the principal and interest on the Master Note as the same respectively become due. If the net revenues of the Sewer System appropriated and pledged to the payment of principal and interest on the Master Note, together with other funds irrevocably appropriated to the Debt Service Account referred to in paragraph 10, shall at any time be insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount, an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as they become due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Master Note, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed, with or without interest, from the Debt Service Account when a sufficient balance is available therein.

16. Certificate of Registration. The Clerk/Treasurer-Administrator is hereby directed to file a certified copy of this resolution with the County Auditor of Redwood County, Minnesota, together with such other information as the County Auditor shall require, and to obtain the County Auditor's certificate that the Master Note has been entered in the County Auditor's Bond Register.

17. Advance Agreement and Joint Powers Agreement. The City Council hereby approves and authorizes the Advance Agreement between Rural Water and the City substantially

in the form on file with the Clerk/Treasurer-Administrator for the purpose of providing the necessary financing for the Project and the Master Note from the City to Rural Water in the amount not to exceed \$2,936,000. The Mayor and Clerk/Treasurer-Administrator are hereby authorized, directed and empowered to execute the Advance Agreement, the Master Note and any other necessary or appropriate documents or agreements, and to otherwise act on behalf of the City to effect such financing. The Advance Agreement in the form executed is hereby incorporated by reference and made a part of this resolution. Each and all of the provisions of this resolution relating to the Master Note are intended to be consistent with the provisions of the Advance Agreement, and to the extent that any provision in the Advance Agreement is in conflict with this resolution as it relates to the Master Note, that provision shall control and this resolution shall be deemed accordingly modified. The execution of the Advance Agreement by the appropriate officers shall be conclusive evidence of the approval of the Advance Agreement in accordance with the terms hereof. The Advance Agreement may be attached to the Master Note, and shall be attached to the Master Note if the holder of the Master Note is any person other than Rural Water.

The Joint Powers Agreement is hereby approved. The Joint Powers Agreement shall be executed on behalf of the City by the execution of the Advance Agreement, as provided herein. The City shall take such action as may be necessary for the City to become a participating member of Rural Water and a participant in the Program described in the Joint Powers Agreement. The Mayor is hereby appointed to be the representative of the City under the Joint Powers Agreement.

18. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to Rural Water, and to the attorneys approving the legality of the issuance of the Master Note, certified copies of all proceedings and records of the City relating to the Master Note and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Master Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

19. Negative Covenants as to Use of Proceeds and Project. The City hereby covenants not to use the proceeds of the Master Note or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangement for the cost of the Project, in such a manner as to cause the Rural Water Notes to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Federal Internal Revenue Code of 1986, as amended (the "Code").

20. Tax-Exempt Status of the Rural Water Notes. The City with respect to the Master Note shall comply with covenants in the Advance Agreement with respect to maintaining the exclusion from gross income under Section 103 of the Code of the interest on the Rural Water Notes.

21. No Designation of Qualified Tax-Exempt Obligation. The Master Note, as a taxable obligation, may not be qualified as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, and hence is not designated for such purpose.

22. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

23. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof: _____

and the following voted against the same: _____

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF REDWOOD
CITY OF WABASSO

I, the undersigned, being the duly qualified and acting Clerk/Treasurer-Administrator of the City of Wabasso, Minnesota, do hereby certify that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$2,936,000 General Obligation Sewer Revenue Bond Anticipation Note of 2023A.

WITNESS my hand on May 8, 2023.

Clerk Treasurer

CITY OF WABASSO, MINNESOTA

By _____
Mayor

By _____
Clerk/Treasurer-Administrator

CITY OF WABASSO, MINNESOTA

By _____
Mayor

By _____
Clerk/Treasurer-Administrator

CITY OF WABASSO, MINNESOTA

By _____
Mayor

By _____
Clerk/Treasurer-Administrator

ADVANCE AGREEMENT

By and Between

MINNESOTA RURAL WATER FINANCE AUTHORITY

and

**CITY OF WABASSO, MINNESOTA
Governmental Unit**

dated May 25, 2023

ADVANCE AGREEMENT

ADVANCE AGREEMENT

This Advance Agreement made and entered into as of the 25th day of May, 2023 (the “Advance Agreement”), by and between the Minnesota Rural Water Finance Authority (the “Authority”), a joint powers authority created pursuant to Minnesota Statutes, Section 471.59 (the “Joint Powers Act”) and the Joint Powers Agreement, dated November 1, 1999, by and between Marshall & Polk Rural Water and Kittson Marshall Rural Water, as the Initial Participants (collectively the “Initial Participants”) and the City of Wabasso (the “Governmental Unit”), a political subdivision of the State of Minnesota:

WITNESSETH

WHEREAS, the Authority has established its Public Projects Construction Financing Program (the “Program”) to provide interim financing for public water, sewer and other projects to governmental entities, and the Authority has issued its Public Projects Construction Notes, Series 2022, dated June 30, 2022 (the “Authority Notes”), pursuant to a Trust Indenture dated as of June 1, 2022 (the “Indenture”), between the Authority and Regions Bank, Nashville, Tennessee, trustee (the “Trustee”); and

WHEREAS, the Governmental Unit plans to construct the Project described herein; and

WHEREAS, the Governmental Unit has obtained, or will obtain prior to any advance of funds hereunder, a commitment for Permanent Financing for the Project hereinafter defined from RD; and

WHEREAS, the Governmental Unit has found and determined that the construction of the Project will be in furtherance of the purposes of the Governmental Unit; and

WHEREAS, pursuant to this Advance Agreement the Authority will make a loan to the Governmental Unit to provide interim financing for the Project; and

WHEREAS, pursuant to the Indenture the Authority will irrevocably assign to the Trustee all of its right, title and interest in and to monies to be received from the Governmental Unit pursuant to this Advance Agreement and the Permanent Financing and any new temporary obligations issued in anticipation of such Permanent Financing; and

WHEREAS, the Authority is willing to make Advances hereunder to the Governmental Unit to be applied to Project Costs upon the conditions hereinafter enumerated and the covenants by the Governmental Unit herein contained; and

WHEREAS, the Authority and Governmental Unit have determined to enter into this Advance Agreement to set forth their respective duties, rights, covenants, and obligations with respect to the construction and financing of the Project and to the repayment of the Advances and the interest thereon;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE ADVANCES HEREBY EFFECTED AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY EACH PARTY, THE PARTIES HERETO MUTUALLY COVENANT AND AGREE, EACH WITH THE OTHER AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions.

“Act” shall mean Section 471.59, Minnesota Statutes.

“Advance” shall mean the Advance effected, pursuant to one or more draws, under this Advance Agreement from the Authority to the Governmental Unit, for the purpose of defraying the costs incidental to the construction of the Project.

“Advance Agreement” shall mean this Advance Agreement between the Authority and the Governmental Unit whereby the proceeds of the Authority Notes are loaned to the Governmental Unit pursuant to the Joint Powers Agreement.

“Advance Payment Date” shall mean the Business Day agreed to by the Trustee which day shall be no more than three (3) Business Days after receipt by the Governmental Unit of the proceeds of the Permanent Financing or the proceeds of new temporary obligations issued in anticipation thereof.

“Applicable County” means, in the case of a Governmental Unit which is a water or sewer commission or combined water and sewer commission formed under Minnesota Statutes, Chapter 116A, the county or counties which formed the Governmental Unit.

“Application” means those specific details of the Project identified in Exhibit A hereto, all of which are incorporated by reference in this Advance Agreement.

“Authority” shall mean the Minnesota Rural Water Finance Authority, a joint powers authority created pursuant to Minnesota Statutes, Section 471.59 (the “Joint Powers Act”) and the Joint Powers Agreement, dated November 1, 1999, by and between the Initial Participants.

“Authority Note” or *“Authority Notes”* shall mean any of the Authority’s Public Projects Construction Notes, Series 2022, other obligations of the Authority issued to finance the Program, or, in the event the Governmental Note is extended pursuant to Section 3.1 hereof, the obligations issued by the Authority under the Program to provide extended interim financing for the Project.

“Authorized Officer” shall mean the Chairman, Vice-Chairman, Treasurer or Secretary of the Authority, and any other of its members, officers, agents, or employees duly authorized by resolution of the Authority to perform the act or sign the document in question, as designated in the Incumbency Certificate set forth in Exhibit L hereto.

“Business Day” shall mean any day other than a Saturday, Sunday or other legal holiday on which the main corporate trust office of the Trustee is closed.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and shall include the Regulations of the United States Department of the Treasury promulgated thereunder.

ADVANCE AGREEMENT

“Commitment Letter” means evidence of approval by RD of Permanent Financing for the Project consisting of a letter from RD substantially in the form of Exhibit G attached hereto.

“Costs” or *“Project Costs”* shall mean the costs of the Project as approved by RD including interest during the construction of the Project.

“Disbursement Addendum” means the document requesting disbursements from the Trustee of all or part of the amount of the Governmental Note in substantially the form of Exhibit H attached hereto.

“Engineers” means the consulting engineer or firm of consulting engineers employed by the Governmental Unit in connection with the Project identified in the Application.

“Extension Certificate” shall mean the certificate to be executed by the Governmental Unit, the Authority and the Trustee in the form of Exhibit J hereto in the event of an extension of the Maturity Date.

“Governmental Note” shall mean the note of the Governmental Unit substantially in the form of Exhibit C hereto, to be executed to evidence its obligations under this Advance Agreement.

“Governmental Unit” shall mean the City of Wabasso, Redwood County, Minnesota.

“Indenture” shall mean the Trust Indenture dated as of June 1, 2022, between the Authority and the Trustee, or other similar Trust Indenture authorizing additional Authority Notes, pursuant to which the Authority Notes have been issued and are secured, and any subsequent trust indenture under the Program which provides extended interim financing for the Project.

“Initial Participants” shall mean collectively Marshall & Polk Rural Water and Kittson Marshall Rural Water, as the initial participants of the Joint Powers Agreement.

“Investment Earnings” shall mean interest earned on amounts on deposit in the Proceeds Account which have been reserved to make a loan to the Governmental Unit.

“Joint Powers Agreement” shall mean the Joint Powers Agreement, dated November 1, 1999, by and between Marshall & Polk Rural Water and Kittson Marshall Rural Water.

“Loan Repayments” means all payments to the Authority by the Governmental Unit under this Advance Agreement and the Governmental Note.

“Master Note” means the Master Advance Note of the Governmental Unit to the Authority dated as of its respective date assigned to the Trustee representing the Loan Repayment obligations of the Governmental Unit set forth in this Advance Agreement substantially in the form as set forth in Exhibit C attached hereto.

“Maturity Date” shall mean the Maturity Date of the Governmental Note.

“Participants” shall mean the Initial Participants and any other Governmental Units who have entered into the Joint Powers Agreement and are considered participants of the Authority.

“Permanent Financing” shall mean bonds issued by the Governmental Unit or the Applicable County and delivered to RD as purchaser.

“Permanent Financing Documents” means any and all documents required by RD to completed or executed by or on behalf of the Governmental Unit in order to obtain the Permanent Financing under the RD Water and Waste Disposal Loan Program or the RD Community Facility Loan Program.

“Person” shall mean any individual, firm, partnership, association, corporation or governmental entity.

“Program” shall mean the Public Projects Construction Financing Program of the Authority as distinguished from any other programs of the Authority.

“Proceeds Account” means the Proceeds Account of the Program Fund established under the Indenture.

“Project” shall mean the municipal sanitary sewer system improvements to be undertaken by the Governmental Unit as described in the Application.

“RD” means the Rural Development of the United States Department of Agriculture or its successors or assigns.

“Requisition for Funds” means the form attached hereto as Exhibit B to be utilized by the Governmental Unit in obtaining disbursement of the Loan from the Authority as construction of the Project progresses.

“State” shall mean the State of Minnesota.

“System” means the municipal sanitary sewer utility owned and operated by the Governmental Unit of which the Project shall become a part.

“Trustee” shall mean Regions Bank, Nashville, Tennessee, and its successor or successors, and any other corporation acting at any time as Trustee under the Indenture.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of Authority. The Authority represents and warrants for the benefit of the Governmental Unit as follows:

(A) The Authority has all necessary power and authority to enter into, and perform its obligations under, this Advance Agreement, and has duly authorized the execution and delivery of this Advance Agreement; provided, however, that the Authority makes no representation that it has or will have sufficient funds available under the Program to advance the full amount of funds authorized to be advanced under the Advance Agreements executed under the Program.

(B) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing.

(C) To the knowledge of the Authority, there is no litigation or proceeding pending or threatened against the Authority or any other person affecting the right of the Authority to execute or deliver this Advance Agreement or to comply with its obligations under this Advance Agreement. Neither the execution and delivery of this Advance Agreement by the Authority, nor compliance by the Authority with its obligations under this Advance Agreement, require the approval of any regulatory body, or any other entity, which approval has not been obtained.

(D) The authorization, execution and delivery of this Advance Agreement and all actions of the Authority with respect thereto, are in compliance with the Act and any regulations issued thereunder.

(E) The Authority acknowledges that the execution by the Governmental Unit of the Joint Powers Agreement and the Governmental Units' membership in the Authority shall not give rise to any independent financial obligation to the Authority or its other members, it being understood that the obligations of the Governmental Unit are limited to those set forth in this Advance Agreement and the Governmental Note.

Section 2.2. Representations and Warranties of Governmental Unit. The Governmental Unit hereby represents and warrants for the benefit of the Authority as follows:

(A) The Governmental Unit is a duly organized and validly existing municipal corporation, with full power to enter into this Advance Agreement and consummate the transactions contemplated hereby.

(B) The Governmental Unit has adopted the Joint Powers Agreement, has authorized, executed and delivered such documents as are necessary for the Governmental Unit to be bound by the Joint Powers Agreement and to be a Participant in the Program and by the execution hereof does hereby evidence its membership in the Authority for so long as the Master Note is outstanding.

(C) The negotiation, execution and delivery of this Advance Agreement and the consummation of the transactions contemplated hereby have all been duly authorized by requisite action of the governing body of the Governmental Unit.

(D) The Governmental Unit is authorized under Minnesota Statutes, Chapters 475 and Section 444.075, to issue bonds to provide permanent financing for the Project. No referendum or approval of any other governmental entity which has not been obtained is necessary for the valid issuance of the Permanent Financing.

(E) This Advance Agreement and the Governmental Note have been duly executed and delivered by the Governmental Unit and are valid and binding obligations of the Governmental Unit enforceable in accordance with their terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

(F) There is no controversy or litigation of any nature pending or threatened, in any court or before any board, tribunal or administrative body, to challenge in any manner the authority of the Governmental Unit to make payments under this Advance Agreement or to construct the Project, or to challenge in any manner the authority of the Governmental Unit or its governing body to take any of the actions which have been taken in the authorization or delivery of this Advance Agreement, or in any way contesting or affecting the validity of this Advance Agreement, or in any way questioning any proceedings taken with respect to the authorization or delivery by the Governmental Unit of this Advance Agreement, or the application of the proceeds thereof or the pledge or application of any monies or security provided therefor, or in any way questioning the due existence or powers of the Governmental Unit, or otherwise wherein an unfavorable decision would have an adverse impact on the transactions authorized in connection with this Advance Agreement.

(G) The authorization and delivery of this Advance Agreement and the consummation of the transactions contemplated hereby will not constitute an event of default or violation or breach, nor an event which, with the giving of notice or the passage of time or both, would constitute an event of default or violation or breach, under any contract, agreement, instrument, indenture, lease, judicial or administrative order, decree, rule or regulation or other document or law affecting the Governmental Unit or its governing body.

(H) Attached hereto as Exhibit D is a true, accurate and complete copy of the resolution or ordinance of the governing body of the Governmental Unit approving and authorizing the execution and delivery of this Advance Agreement and participation

ADVANCE AGREEMENT

under the Joint Powers Agreement. Such resolution or ordinance was duly enacted or adopted at a meeting of the governing body of the Governmental Unit at which a quorum was present and acting throughout; such resolution or ordinance is in full force and effect and has not been superseded, altered, amended or repealed as of the date hereof; and such meeting was duly called and held in accordance with law.

(I) All actions taken by the Governmental Unit in connection with this Advance Agreement, the Governmental Note and the Loan described herein have been in full compliance with the provisions of the public meeting law, Minnesota Statutes, Chapter 13D.

(J) Legal counsel to the Governmental Unit has duly executed and delivered the opinion of legal counsel substantially in the form set forth in Exhibit E hereto.

Section 2.3. Representations and Warranties of the Governmental Unit Concerning the Commitment Letter. The Governmental Unit shall apply the proceeds of the Loan solely to the payment or reimbursement of Project Costs which are eligible to be financed by RD under the Permanent Financing or to pay temporary obligations issued for such purpose. The Governmental Unit additionally represents and warrants that (i) it has received, or prior to the first advance of funds hereunder it will have received, all approvals of RD required in connection with the construction of the Project and a commitment for Permanent Financing of the Project with presently obligated funds which will be available on or before the Maturity Date if the conditions of the Commitment Letter are met and (ii) it has taken all necessary action to issue and sell its bonds representing the Permanent Financing to RD.

Section 2.4. Representations and Agreements Concerning the Permanent Financing. The Governmental Unit acknowledges and agrees that the Authority has relied upon the establishment of the Permanent Financing by RD, and that the Authority and its officers, agents and employees have made or will make for each Advance an independent investigation of the continued effectiveness of the Commitment Letter and the eligibility of the Project for Permanent Financing or otherwise attempt to verify the status of the Project and the Permanent Financing. The Governmental Unit shall perform the terms and conditions of the Commitment Letter in a timely manner.

Section 2.5. Representations and Covenants Concerning RD. If the Permanent Financing is to be provided by RD, the Governmental Unit further represents and covenants, as follows:

(A) The Governmental Unit is not in breach of or in default under any of the provisions of the Permanent Financing Documents heretofore executed by it.

(B) The execution and delivery of the Permanent Financing Documents and the compliance with the provisions thereof, do not and will not in any material respect conflict with or constitute on the part of the Governmental Unit a breach of or default under any contract, agreement, instrument, indenture or proceedings or any law, regulation, court order or consent decree to which the Governmental Unit is now subject.

(C) The Permanent Financing Documents have been or will be duly authorized, executed and delivered by the Governmental Unit and are or will be valid and binding obligations of the Governmental Unit.

(D) The Permanent Financing has been duly authorized and prepared for sale to RD pursuant to law and will constitute a valid and binding obligation of the Governmental Unit upon delivery to RD and the payment therefor in accordance with the terms of sale.

(E) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body known to be pending or threatened against the Governmental Unit in any way contesting or affecting any authority for the issuance of or the validity of the Permanent Financing or the Permanent Financing Documents or in any way adversely affecting the transactions contemplated thereby.

(F) The Governmental Unit will comply in all respects with the terms and provisions of the Permanent Financing Documents.

(G) The Governmental Unit will promptly remit, in accordance with the provisions of the Permanent Financing Documents, each disbursement from the Proceeds Account to the person or persons to whom payment is then due and owing.

(H) The Governmental Unit will not unilaterally terminate, or enter into any agreement to terminate, any of the Permanent Financing Documents and will give to the Authority and the Trustee prompt written notice, appropriately documented, of any amendment to or modification of any of the Permanent Financing Documents.

ARTICLE III

AUTHORITY'S AGREEMENT TO MAKE LOAN; TERMS

Section 3.1. Principal Amount of Loan Established; Advance Payments; Disbursement of Funds. The authorized principal amount of the Loan shall be \$2,936,000 (the "Loan Amount"). Principal shall be paid in full on or before November 1, 2023, or such other extended date as established below in this Section 3.1 (the "Maturity Date"). Except as provided below in connection with an extension of the Maturity Date, the Loan shall bear interest at a per annum rate equal to 4.85% and shall accrue on the outstanding principal amount of the Loan disbursed pursuant to one or more Governmental Notes from the respective dates of disbursement and shall be payable on the Loan Repayment Date. The Loan shall be evidenced by the execution by the Authority of the Governmental Note and delivery and assignment thereof to the Trustee.

The Authority shall, to the extent it has funds available therefor under the Program, make Advances upon the submission by the Governmental Unit of a Requisition for Funds in substantially the same form as Exhibit B hereto and a Disbursement Addendum in substantially the same form as Exhibit H. The Authority shall have no obligation to issue additional Notes or provide other funds for the Program in order to make Advances contemplated by this Agreement and the Master Note.

Payment of the principal balance of the Governmental Note and interest herein shall be made at the principal corporate trust office of the Trustee on the Loan Repayment Date, which date shall not be after the Maturity Date. In addition to the payment of principal of and interest on the Governmental Note, the Governmental Unit shall pay to the Authority all of the expenses and fees arising from the making of Advances hereunder by the Authority to the Governmental Unit. The Governmental Unit shall receive a credit against its payment of principal hereunder in an amount equal to any amounts reserved for the Governmental Unit in the Proceeds Account on the date the Loan is paid in full.

Notwithstanding the Maturity Date stated above, the Maturity Date may be extended one or more times to a date not later than May 25, 2029 and bearing interest at a new rate of interest not exceeding 6.00% per annum from the stated Maturity Date to the extended Maturity Date, provided such extension is approved by the Authority and the Trustee. Any such extension shall be evidenced by the Extension Certificate attached hereto as Exhibit J setting forth (i) the extended Maturity Date, (ii) the rate of interest from the original stated Maturity Date to the extended Maturity Date and (iii) the dates such interest is payable. No Extension Certificate shall be valid unless executed by the Governmental Unit, the Authority and the Trustee. In the event of an extension, notwithstanding the stated amount of the Governmental Note to be extended, interest due at maturity may be added to the principal so that interest due on the extended Governmental Note shall be computed on the stated principal plus the added interest. In addition, interest at the new rate may accrue from an earlier date as the parties may agree and reflect in the Extension Certificate. As provided in the Indenture no extension may be granted unless the Authority has issued new obligations under the Program which will provide funds available to pay the original Authority Notes in an amount equal to the amount then payable under the Loan.

ADVANCE AGREEMENT

Section 3.2. Refund to Governmental Unit. Within ninety (90) days following the payment in full of the Authority Notes, the Authority shall rebate or cause to be rebated to the Governmental Unit a portion of any monies remaining in the accounts held by the Trustee under the Indenture after payment or provision for payment of all necessary fees, costs and expenses of the Trustee and the Operating Costs of the Program (the “Refund Amount”), which Refund Amount shall be an amount determined by multiplying the total amount available to be refunded under the Indenture by a fraction whose numerator is the amount of interest paid by the Governmental Unit on the Governmental Note issued under this Advance Agreement and whose denominator is the total amount of interest paid by all Governmental Units borrowing funds under the Program.

Section 3.3. Nature of Obligation. The Governmental Unit does hereby separately covenant that if for any reason RD fails to provide the Permanent Financing by accepting delivery thereof on or before the Maturity Date, the Governmental Unit will continue to pay interest on the Loan at the rate set forth in Section 3.1 from amounts reserved for the Governmental Unit in the Proceeds Account or other funds pledged to the payment thereof and if RD has not purchased the Permanent Financing by November 1, 2023, pay the Governmental Note in full on such date, unless extended as provided in Section 3.1 hereof. Such payment shall be effected from the proceeds of other temporary or Permanent Financing or other borrowing of whatever nature or from any other legally available funds of the Governmental Unit. The Governmental Note is payable primarily from the proceeds of the Permanent Financing or other permanent or temporary obligations which shall be issued prior to the Maturity Date in accordance with Minnesota Statutes, Section 475.61, Subdivisions 5 and 6, and the net revenues of the System pledged to the payment thereof, but the Governmental Note is a general obligation of the Governmental Unit to which the full faith, credit and taxing powers of the Governmental Unit have been additionally pledged.

The Governmental Unit will give to the Authority and the Trustee prompt written notice, appropriately documented, of any modification, suspension, termination, annulment or other change in status of the RD commitment for Permanent Financing. In such event the Authority must provide express written instructions to the Trustee specifically detailing to the Trustee the manner in which the duties of the Trustee under the Indenture will change as a result of such modification, suspension, annulment or other change.

ARTICLE IV
**CONDITIONS PRECEDENT TO DISBURSEMENT;
REQUISITION FOR FUNDS**

Section 4.1. Covenants of Governmental Unit and Conditions of Advance. By the execution of this Advance Agreement, the Governmental Unit agrees that prior to any requests for an Advance hereunder, the Governmental Unit shall supply the Authority, if requested, appropriate documentation, satisfactory to the Authority, in its sole discretion, demonstrating the following:

(A) That the Authority and any appropriate regulatory agency of the State as may be designated by the Governmental Unit, and their respective duly authorized agents, shall have the right at all reasonable times, subject to prior notice to the Governmental Unit, to enter upon the Project and to examine and inspect same.

(B) All real estate and interest in real estate and all personal property constituting the Project and the Project sites heretofore or hereafter acquired shall at all times be and remain the property of the Governmental Unit and constitute a part of the System.

(C) The proceeds of the Advance are to be used to pay or reimburse Project Costs which are eligible for the Permanent Financing or to pay temporary obligations issued for such purpose and that the Governmental Unit has duly authorized the execution and delivery of the Advance Agreement and Governmental Note.

(D) In the event the Governmental Unit is required to provide financing for the Project from sources other than the Authority, the Authority shall have the right to receive satisfactory evidence of the ability of the Governmental Unit to finance the costs of the Project which exceed the amount of the Loan.

(E) The Governmental Unit shall do all things necessary to acquire all proposed and necessary sites, easements and rights of way necessary or required in respect of the Project and demonstrate its ability to construct the Project in accordance with the plans, design and specifications prepared for the Governmental Unit by its Engineers.

(F) Actual construction and installation incident to the Project shall be performed by either the lump sum (fixed price) or unit price contract method, and adequate legal methods of obtaining public, competitive bidding will be employed prior to the awarding of the construction contract for the Project in accordance with applicable State law.

(G) Unless construction of the Project has already been initiated as of the date of this Advance Agreement, pursuant to due compliance with State law and applicable regulations, the Project will not be advertised or placed on the market for construction bidding by the Governmental Unit until the final plans, designs and specifications

ADVANCE AGREEMENT

therefor have been approved by such state and federal agencies and authorities as may be legally required, and until written notification of such approvals has been received by the Governmental Unit and furnished to the Authority.

(H) Duly authorized representatives of the Authority and such other agencies of the State as may be charged with the responsibility will have reasonable access to the construction work whenever it is in preparation or progress, and the Governmental Unit will assure that the contractor or contractors will provide facilities for such access and inspection.

(I) The construction contract or contracts shall require the contractor to comply with all provisions of federal and State law legally applicable to such work, and any amendments or modifications thereto, together with all other applicable provisions of law, to cause appropriate provisions to be inserted in subcontracts, if any, to insure compliance therewith by all subcontractors, if any, subject thereto, and to be responsible for the submission of any statements required of subcontractors, if any, thereunder.

(J) A work progress schedule utilizing a method of standard acceptance in the engineering community shall be prepared prior to the institution of construction in connection with each construction contract, or, if construction has already been initiated as of the date of this Advance Agreement, at the earliest practicable date, to indicate the proposed schedule as to completion of the Project, and same shall be maintained monthly thereafter to indicate the actual construction progress of the Project.

(K) All construction contracts will be so prepared that federal participation costs, if any, and state participation costs may be readily segregated from local participation costs, if any, and from each other and in such manner that all materials and equipment furnished to the Governmental Unit may be readily itemized.

(L) The construction, including the letting of contracts in connection therewith, will conform in all respects to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(M) The Governmental Unit will proceed expeditiously with and complete the Project in accordance with the approved surveys, plans specifications and designs or amendments thereto, prepared by the Engineers to the Governmental Unit and approved by state and federal agencies, but only to the extent such approvals may be required.

(N) Except as otherwise provided in this Advance Agreement, the Governmental Unit shall have the sole and exclusive charge of all details of the construction.

(O) The Governmental Unit shall keep complete and accurate records of the costs of acquiring the Project sites and the costs of construction. The Governmental Unit shall permit the Trustee and the Authority, acting by and through its duly authorized representatives, and the duly authorized representatives of state and/or federal agencies to inspect all books, documents, papers and records relating to the Project at any and all

reasonable times for the purpose of audit and examination, and the Governmental Unit shall submit to the Authority such documents and information as such public bodies may reasonably require in connection with the administration of any federal or state grants.

(P) The Governmental Unit shall require that any bid for any portion of the construction of the Project be accompanied by a bid bond, certified check or other negotiable instrument payable to the Governmental Unit, as assurance that the bidder will, upon acceptance of such bid, execute the necessary contractual documents within the required time.

(Q) The Governmental Unit shall require that each construction contractor or contractors furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contract price or the portion of the Project covered by the particular contract as security for the faithful performance of such contract.

(R) The Governmental Unit shall require that each of its contractors to maintain during the life of the construction contract, worker's compensation insurance, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Authority. Until the Project facilities are completed and accepted by the Governmental Unit, the contractor, shall maintain builders risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project such insurance to be made payable to the order of the Authority, the Governmental Unit, the contractor, as their interests may appear.

(S) The Governmental Unit shall provide and maintain competent and adequate engineering services covering the supervision and inspection of the development and construction of the Project, and bearing the responsibility of assuring that construction conforms to the approved plans, specifications and designs prepared by the Engineers. Such engineer shall certify to the Authority, any involved state or federal agencies, and the Governmental Unit at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or, approved amendments thereto substantially in the same form as Exhibit I attached hereto.

Section 4.2. Disbursements; Requisition for Funds. To obtain an Advance, the Governmental Unit shall submit to the Authority a Requisition for Funds during the first five days of each month (or such other designated period as is acceptable to the Authority). The Requisition of Funds shall be in substantially the same form as that attached to this Advance Agreement as Exhibit B and made a part hereof and the Disbursement Addendum shall be in substantially the same form as that attached as Exhibit H hereto. The Requisition of Funds shall be accompanied by a Certificate of Consulting Engineers substantially in the form of Exhibit F hereto.

Upon the Trustee's receipt of the Requisition for Funds and Disbursement Addendum, and such additional documentation as it may require, the Trustee may remit the amount requested to the Governmental Unit as an Advance. Attached as Exhibit K are the Borrower's Standing Disbursement Instructions for the remittance of funds.

ARTICLE V

ASSIGNMENT AND GENERAL COVENANTS OF THE GOVERNMENTAL UNIT

Section 5.1. Pledge and Assignment. The Authority has irrevocably assigned and pledged to the Trustee, for the benefit of the owners of all Authority Notes issued under the Indenture, all right, title and interest of the Authority in and to the Governmental Note, this Advance Agreement, the proceeds of any new temporary obligations issued to pay the Governmental Note, the proceeds of the Permanent Financing and all monies received from RD, as applicable, pursuant to RD's expressed intention to provide Permanent Financing for the Project. The Governmental Unit acknowledges such assignment and pledge. Accordingly, this Advance Agreement shall not be terminated, modified or changed by the Governmental Unit or the Authority except with the consent of the Trustee in the manner and subject to the conditions permitted by the terms and provisions of the Indenture.

Section 5.2. Further Assurance. The Governmental Unit shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, assets and revenues herein pledged or assigned, or intended so to be, or which the Governmental Unit may hereafter become bound to pledge or assign.

Section 5.3. Completion of Project. The Governmental Unit hereby covenants and agrees to proceed expeditiously with and promptly complete the Project in accordance with the plans, designs and specifications prepared by the Engineers for the Governmental Unit so that the Permanent Financing can be delivered on or prior to the Maturity Date.

Section 5.4. Tax Covenant. The Governmental Unit acknowledges that this Loan is funded by the Authority from the proceeds of the Authority's Notes which were intended to bear interest which is excluded from gross income of the owner thereof for federal and State of Minnesota income tax purposes. Interest on the Governmental Note, however, is not required or intended to be exempt from income taxation. To assist in the preservation of the tax-exempt status of the Authority's Notes, the Governmental Unit covenants and agrees with the Authority as follows:

(A) The Governmental Unit will not take, or permit, any action which would cause interest on the Authority's Notes to be subject to federal income taxation and will not omit from taking, or cause to be taken, any action required of it to maintain the tax exempt status of the Authority's Notes.

(B) the Governmental Unit will take all actions with respect to the Governmental Note reasonably necessary to comply with all instructions and requests of the Authority relating to maintaining the tax-exempt status of the Authority's Notes or compliance with the agreements set forth in this section or in any certificate or agreement relating to tax compliance of the Authority.

(C) None of the proceeds of the Loan may be used to pay the costs of any facility used for any private business use or to make a private loan within the meaning of Section 141 of the Code, except as specifically permitted in writing by the Authority.

(D) No Loan repayments may be made from, or secured by, property used or to be used for a private business use or payments in respect of such property within the meaning of Section 141 of the Code, except as specifically permitted in writing by the Authority.

(E) the Governmental Unit will not establish any fund or account, other than a bona fide debt service fund, securing the payment of the Governmental Note or from which the County reasonably expects to pay debt service on this Loan, or in any other respect create "gross proceeds", within the meaning of the Code, of the Authority's Notes, except as specifically permitted in writing by the Authority.

(F) Except as permitted under Treas. Reg. § 1.150-2, the Governmental Unit will not use Loan proceeds to reimburse itself for any payments of project costs which the Governmental Unit made from other funds, if the original payment was made prior to the earlier of the issuance of the Authority Notes used to fund this Loan or the execution and delivery of the Advance Agreement or if the original payment was made from the proceeds of other debts of the Governmental Unit.

The Governmental Unit covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Note proceeds that would cause the Authority's Notes to be "arbitrage bonds" as defined in the Code. Because the Notes are program investments within the meaning of Treas. Reg. § 1.148-1(b), neither the Governmental Unit nor any related party will purchase Authority Notes in an amount related to the amount of the Notes.

Section 5.5. Accounts and Reports. The Governmental Unit shall at all times keep, or cause to be kept, proper books of record and account in which complete and accurate entries shall be made of all its transactions relating to the Advance Agreement and the Project, which shall at all reasonable times be subject to the inspection of the Authority.

Section 5.6. Assignment of Permanent Financing. To secure the Borrower's obligations hereunder and under the Master Note the Governmental Unit hereby grants, assigns and transfers to the Authority and the Trustee all of its right, title and interest in the Commitment Letter and the proceeds of the Permanent Financing. The Governmental Unit represents and warrants that it has accepted the Commitment Letter; that there have been no prior assignments of the Commitment Letter; and that all covenants, conditions and agreements have been performed as required therein, except those not due to be performed until after the date hereof. The Governmental Unit agrees that no change in the terms of the Commitment Letter shall be valid without the written approval of the Authority. The Governmental Unit agrees not to assign, sell, pledge, mortgage or otherwise transfer or encumber its interest in the Commitment Letter or the proceeds of the Permanent Financing so long as this Advance Agreement is in effect.

Section 5.7. Annual Audit Requirements.

(A) The Governmental Unit shall provide the Authority with acceptable reports of independent annual audits for the term of the Governmental Note. All audit reports must be submitted within 30 days after the completion of the audit but no later than one year after the end of the audit period. The audits must be conducted in accordance with generally accepted government auditing standards and in compliance with the single audit act requirements of the federal Office of Management and Budget, circular A-133.

(B) If the Governmental Note is a general obligation of the Governmental Unit, the Governmental Unit shall list the Governmental Note under general obligation debt of the Governmental Unit in its official records and statements and agrees that the Governmental Note shall be listed under general obligation debt of the Governmental Unit in its annual audits for the term of the Governmental Note.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default Defined. The following will be “Events of Default” under this Advance Agreement and the term “Event of Default” or “Default” will mean, whenever it is used in this Advance Agreement, any one or more of the following events:

(A) Failure by the Governmental Unit to make any Loan Repayment at the times specified herein including the principal and interest due on the Governmental Note.

(B) Failure by the Governmental Unit to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Governmental Unit by the Authority unless the Governmental Unit agrees in writing to an extension of such time prior to its expiration provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until such failure is corrected.

(C) The dissolution or liquidation of the Governmental Unit, or the voluntary initiation by the Governmental Unit of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Governmental Unit of any such proceeding which will remain undismissed for sixty (60) days, or the entry by the Governmental Unit into an agreement of composition with creditors or the failure generally by the Governmental Unit to pay its debts as they become due.

Section 6.2. Remedies on Default. Whenever any Event of Default referred to in Section 6.1 has occurred and is continuing the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

(A) If the Governmental Note is not a general obligation of the Governmental Unit, declare all payments due hereunder and the Governmental Note to be immediately due and payable.

(B) Exercise all the rights and remedies of the Authority set forth in this Advance Agreement and Governmental Note.

(C) Take whatever action at law or in equity appear necessary or desirable to enforce its rights under this Advance Agreement and the Governmental Note, including specific performance or appointment of a receiver for the System or the Project.

Section 6.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be

in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.4. Waivers. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 6.5. Agreement to Pay Attorneys' Fees and Expenses. In the event that either party hereto is in default under any of the provisions hereof and the nondefaulting party employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1. Approval not to be Unreasonably Withheld. Any approval of the Authority required by this Advance Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth (30th) day following the submission of any matter requiring approval to the Authority, unless disapproved in writing prior to such thirtieth (30th) day. Any provision of this Advance Agreement requiring the approval of the Authority or the satisfaction or the evidence of satisfaction of the Authority shall be interpreted as requiring action by an authorized officer of the Authority granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 7.2. Effective Date. This Advance Agreement shall become effective as of the date first set forth herein above and shall continue to full force and effect until the date the obligations of the Governmental Unit pursuant to the provisions of this Advance Agreement have been fully satisfied.

Section 7.3. Binding Effect. This Advance Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, and to any person, officer, board, department, agency, , or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Advance Agreement shall not be revocable by either of the parties, nor assignable by either of the parties, without the written consent of the other party.

Section 7.4. Severability. In the event that any provision of this Advance Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 7.5. Execution in Counterparts. This Advance Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 7.6. Applicable Law. This Advance Agreement will be governed by and construed in accordance with the laws of the State.

Section 7.7. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Advance Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Advance Agreement to be executed by their respective duly authorized officers as of the day and year above written.

MINNESOTA RURAL WATER
FINANCE AUTHORITY

By _____
Its Administrator

CITY OF WABASSO, MINNESOTA

By _____
Mayor

By _____
Clerk/Treasurer-Administrator

EXHIBIT A

MINNESOTA RURAL WATER FINANCE AUTHORITY PUBLIC PROJECTS INTERIM CONSTRUCTION FINANCING APPLICATION FOR INTERIM FINANCING FOR RD LOANS

**MINNESOTA RURAL WATER FINANCE AUTHORITY
PUBLIC PROJECTS
INTERIM CONSTRUCTION FINANCING PROGRAM
APPLICATION FOR INTERIM FINANCING FOR RD LOANS**

Governmental Entity:

Name: City of Wabasso
Address: 1429 Front Street
Wabasso, MN 56293
Contact Person: Larry J Thompson
Telephone Number: 507-342-5519 Fax Number: 507-342-2213
E-mail Address: larry@wabasso.org

Project Engineer:

Name: Bolton&Menk
Address: 1243 Cedar St. NE
Sleepy Eye, MN 56085
Contact Person: David Palm, PE
Telephone Number: (507) 794-5541 Fax Number: (507) 794-5542
E-mail Address: david.palm@bolton-menk.com

RD District Loan Officer:

Name: Doug Grindberg, Area Specialist
Address: 375 Jackson St., Suite 410
Saint Paul, MN 55101
Telephone Number: 651-602-7794 Fax Number: Unknown

Please return application for Minnesota to:

Minnesota Rural Water Finance Authority
217 12th Avenue SE
Elbow Lake, MN 56531
800-367-6792

Bond Counsel:

Name: Taft Law
Address: 2200 IDS Center 80 South 8th Street
Minneapolis, MN 55402-2157
Contact Person: Mary Ippel
Telephone Number: 612.977.8122 Fax Number: 612.977.8650

Description of Project: Reconstruction of sanitary sewer conveyance system - mains, services, lift stations and manholes.

Date of RD Letter of Conditions: September 20, 2023
Amount of Interim Financing Requested: \$2,936,000.00
Estimated Date of Construction Commencement (RD Pre-Closing): September 1, 2023
Estimated Date of Construction Completion: July 31, 2025
Estimated Date of RD Final Closing:

Depository Bank for Construction Account:

Name: Integrity Bank Plus
Address: 726 Main Street
Wabasso, MN 56293
Contact Person: Chuck Robasse
Telephone Number: 507-342-5111 Fax Number: 507-342-5600
Wire Instructions: Unknown

Attach to this Application the RD Letter of Conditions

EXHIBIT B

**REQUISITION FOR FUNDS WITH RESPECT TO
MINNESOTA RURAL WATER FINANCE AUTHORITY
(PUBLIC PROJECTS CONSTRUCTION FINANCING PROGRAM)**

Request No. _____

Dated _____

To: Regions Bank

Minnesota Rural Water
Water Finance Authority

Fax Number: _____

City of Wabasso, Minnesota ("Governmental Unit")

Contact Person: Larry Thompson, Clerk/Treasurer-Administrator

Address: 1429 Front St, Wabasso MN 56293

Ladies and Gentlemen:

The above identified Governmental Unit has entered into an Advance Agreement with the Minnesota Rural Water Finance Authority (the "Authority") for the financing of the acquisition and construction of facilities by a Governmental Unit described in the Advance Agreement as the "Project."

Pursuant to the Advance Agreement, we hereby certify that the Governmental Unit has incurred expenses or is obligated to pay temporary obligations for the Project totaling \$2,936,000 as set forth in Exhibit A attached hereto, which identifies (i) the item for which payment is to be made, (ii) the name of the person or party to which payment is to be made (iii) the amount to be paid and payment instructions. We further certify that such accounts are due and owing and have not been the subject of any previous requisition.

Respectfully submitted,

CITY OF WABASSO, MINNESOTA

By _____
Clerk/Treasurer-Administrator

ADVANCE AGREEMENT

Exhibit A to Requisition
for Funds

Item(s) for which payment is to be made:

Payee: _____

Amount of payment: _____

Payment instructions (if other than Standing Instructions):

EXHIBIT C
MASTER ADVANCE NOTE

[In Transcript]

EXHIBIT D
RESOLUTION

[In Transcript]

EXHIBIT E
OPINION OF COUNSEL
[In Transcript]

EXHIBIT F

**CERTIFICATE OF CONSULTING ENGINEERS
AS TO REQUISITION FOR FUNDS**

The undersigned, a duly qualified and licensed Engineer hereby certifies that he or she represents the Governmental Agency submitting this request and that all expenses represented in this request were duly incurred for the Construction of the "Project," and that such expenses have not been the subject of any request for disbursement previously submitted.

Disbursement #: _____
Date: _____
Amount: _____

Engineer/Consultant

Firm Name _____

By _____
Title _____

CONCURRED IN:

Rural Development

By _____
Title _____

EXHIBIT G

RD COMMITMENT LETTER



United States Department of Agriculture

April 24, 2023

Minnesota Rural Water Association
217 12th Avenue SE
Elbow Lake, MN 56531

RE: Interim Financing for Wabasso Waste Water Infrastructure Project

The city of Wabasso, MN proposes to obtain interim financing for the construction of upgrades to the waste water collection system. The loan, in the aggregate principle amount of \$2,936,000 is being obtained pursuant to a certain "Loan Resolution" adopted by the city of Wabasso on April 10, 2023. On the same date the City of Wabasso adopted a resolution pursuant to which, it will obtain permanent financing from USDA Rural Development.

This letter is to confirm certain understandings on behalf of the USDA - Rural Development. Final plans and specifications are being prepared for approval. It has been determined by the city of Wabasso and the USDA - Rural Development that the conditions of a permanent loan closing as outlined in the "Letter of Conditions", dated September 20, 2022 can be met. Presently, USDA - Rural Development has no reason to believe that such conditions will not be met.

Funds have been obligated for the project by the USDA - Rural Development as shown by the form RD 1940-1, "Request for obligation of funds" dated September 20, 2022.

It is proposed by the city of Wabasso, with the approval of the USDA - Rural Development, that funds from the permanent financing will be used to provide for interest on the construction financing to maturity and to pay for construction and other authorized and legally eligible expenses incurred by the applicant upon presentation of proper statements or work estimates approved by the applicant, its authorized representatives, and authorized official of the USDA - Rural Development.

We have scheduled disbursement of the permanent loan to the applicant following completion of the construction project, in immediately available funds, so that funds will be available to pay the construction financing in full upon maturity. Upon meeting the loan conditions, at the permanent loan closing the USDA - Rural Development will disburse the permanent loan funds.

We appreciate your assistance to the applicant and look forward to working with you on this project.

Please feel free to contact me if there are any questions.

Sincerely,

**DOUGLAS
GRINDBERG**
Doug Grindberg
Area Specialist

Digitally signed by DOUGLAS GRINDBERG
Date: 2023.04.24 15:22:04 -05'00'

Rural Development - Saint Paul State Office
375 Jackson St., Suite 410 • St. Paul, MN 55101
Voice (651)602-7800

USDA is an equal opportunity provider, employer and lender.

ADVANCE AGREEMENT

EXHIBIT H

DISBURSEMENT ADDENDUM TO MASTER NOTE

No. _____ \$ _____

For value received, the City of Wabasso, Minnesota (the "Governmental Unit") acting by and through its City Council (the "Governing Body"), and pursuant to the Governmental Unit's General Obligation Sewer Revenue Bond Anticipation Master Advance Note, dated May 25, 2023, in the aggregate principal amount of \$2,936,000 (the "Master Note") requests from The Regions Bank, Nashville, Tennessee, the disbursement of \$ _____, which when added to the previous disbursements made pursuant to the Master Note represents a total disbursement made as of the date of this Disbursement Addendum to Master Note (the "Disbursement Addendum") in the sum of \$ _____.

The Governmental Unit hereby acknowledges itself indebted to and promises to pay to the order of the Minnesota Rural Water Finance Authority on the amount disbursed hereunder and any other amounts disbursed under the Master Note, on or before the date of maturity of the Master Note, with interest payable on the amount disbursed hereunder from the date of this Disbursement Addendum at the rate set forth in the Master Note.

This Disbursement Addendum shall be subject to the terms and provisions of the Master Note.

IN WITNESS WHEREOF, the Governmental Unit, by its Governing Body, has caused this Disbursement Addendum to be executed by the _____ of said Governmental Unit on the date of this Disbursement Addendum, which is _____.

CITY OF WABASSO, MINNESOTA

By _____
Title Mayor

EXHIBIT I
PHOTOCOPY OF RD ENGINEER CERTIFICATE OF COMPLETION

[Unavailable]

EXHIBIT J

EXTENSION CERTIFICATE

The undersigned Minnesota Rural Water Finance Authority (the "Authority"), Regions Bank (the "Authority") and the Governmental Unit named below (the "Governmental Unit") certify and agree that (1) the Maturity Date of the Master Note issued by the Governmental Unit pursuant to the Advance Agreement between the Authority and the Governmental Unit shall be _____, 202_ (the "Extended Maturity Date"), (2) the interest rate on the Loan and Master Note shall be ____% per annum from November 1, 2023 [or earlier agreed upon date], to the Extended Maturity Date, and (3) interest shall be payable on the Loan and Master Note on the _____, 202_, Extended Maturity Date. On the Extended Maturity Date, unless earlier paid, the amount payable by the Governmental Unit shall include the amount heretofore advanced under the Master Note, interest accrued on the Master Note on November 1, 2023 [or earlier agreed upon date], and interest on the foregoing amounts from November 1, 2023 [or earlier agreed upon date], plus the amount of any subsequent advances and interest thereon.

The Authority and Trustee acknowledge that the Authority has issued obligations under the Program which will provide funds sufficient to pay that portion of the Authority Notes which was to have been paid from the Governmental Unit's payment of the original Governmental Note. The Governmental Unit will not purchase any such Authority obligations in an amount related to the amount of the Loan and Master Note.

CITY OF WABASSO, MINNESOTA

By _____
Its Mayor

By _____
Its Clerk/Treasurer-Administrator

MINNESOTA RURAL WATER
FINANCE AUTHORITY

By _____
Its _____

REGIONS BANK

By _____
Its _____

ADVANCE AGREEMENT



EXHIBIT K

STANDING DISBURSEMENT INSTRUCTIONS

The Borrower: City of Wabasso, Minnesota

With respect to the account(s) identified above, I hereby authorize Regions Bank to utilize the following disbursement instructions:

Bank Name: _____

Bank Address: _____

ABA Routing Number: _____

Account Name: _____

Account Number: _____

OR

Payee Name: _____

Payee Address: _____

These standing disbursement instructions are effective until notice is given in writing by the undersigned or any other Authorized Representative.

By: _____
Authorized Representative

Date: _____

**SUBMIT: FAX TO THE ATTENTION OF DANIEL OLSON AT 615-770-4357, OR
EMAIL AT DANIEL.OLSON@REGIONS.COM**

ADVANCE AGREEMENT

EXHIBIT L

**CITY OF WABASSO, MINNESOTA ("The Borrower")
INCUMBENCY CERTIFICATE FOR AUTHORIZED REPRESENTATIVE**

The undersigned, _____ being the
(name of person)

_____ of the City of Wabasso, Minnesota (the "Borrower")
(title)

does hereby certify that (1) the individuals listed below are qualified and acting officers of the Borrower, (2) the signature appearing opposite the name of each officer is a true specimen of the genuine signature of such officer, and (3) such individuals have the authority to provide written direction/confirmation and receive callbacks at the phone number(s) noted below and execute documents to be delivered to, or upon the request of Regions Bank. Regions Bank may rely conclusively upon the certification of the authority of the officers named in this Certificate in connection with all transactions to which the Issuer is a party with Regions Bank until such time as the Borrower (i) expressly revokes this Certificate in writing or (ii) provides a revised Certificate; in order to be effective, either must be delivered to Regions Bank at the addresses provided in the related governing documents.

<u>Name</u>	<u>Title</u>	<u>Signature</u>	<u>Phone Number for Callback</u>

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this certificate
as of _____.

Name: _____

Title: _____

(NOTE: THIS MAY NOT BE ONE OF THE OFFICERS LISTED ABOVE)

***SUBMIT: FAX TO THE ATTENTION OF DANIEL OLSON AT 615-770-4357, OR EMAIL
AT DANIEL.OLSON@REGIONS.COM***

ADVANCE AGREEMENT



REDWOOD COUNTY SHERIFF'S OFFICE

JASON JACOBSON - SHERIFF

Chief Deputy Sheriff

Katelyn Torgerson

Phone: 507-637-4036

Fax: 507-637-1348

Email: sheriff@co.redwood.mn.us

Jail Administrator

Matt Luitjens

303 E Third Street

PO Box 47

Redwood Falls, MN 56283-0047

Date: 5/1/2023

To: City of Wabasso

From: Sheriff Jason Jacobson

Re: Activity Report for April 2023

During the month of April deputies performed regular patrol in the City of Wabasso. Below is a list of the calls the deputies responded to:

Date:	Time:	Description of Call
4/4/2023	1552	911 Hang Up
4/10/2023	1002	Theft
4/10/2023	1307	Suspicious
4/11/2023	1534	Traffic – VW – Speed and No Proof of Insurance
4/14/2023	0757	Community Policing
4/14/2023	0943	Traffic – VW Speed
4/18/2023	1137	Traffic – VW – Seat Belt, No Proof of Insurance and No DL in possession
4/19/2023	1230	Fraud
4/19/2023	1341	Vulnerable Adult
04/20/23	1554	Parking
04/22/23	1030	Scam
04/22/23	1411	Civil
4/25/23	1347	Vulnerable Adult
04/26/23	1408	Terroristic Threats
04/26/23	2346	Vulnerable Adult (6)

If you have any questions, please feel free to contact me.