

POSTING NOTIFICATION

SIBLEY EAST PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 2310
ARLINGTON-GAYLORD-GREEN ISLE

REGULAR SCHOOL BOARD MEETING
ARLINGTON CAMPUS-MEDIA CENTER

MONDAY, JUNE 21st, 2021 @ 6:30 P.M.

SIBLEY EAST PUBLIC SCHOOLS
REGULAR SCHOOL BOARD MEETING
INDEPENDENT SCHOOL DISTRICT NO. 2310
ARLINGTON-GAYLORD-GREEN ISLE
ARLINGTON CAMPUS-MEDIA CENTER
MONDAY JUNE 21, 2021 @ 6:30 PM

A. SALUTE TO THE FLAG:

B. CALL TO ORDER: The meeting was called to order at _____ p.m.
Members roll call: Brian Brandt, Laura Reid, Sarah Ziegler, Avery Grochow, Jon Hazelwood, Rachel Lueth were present.

C. APPROVAL OF AGENDA: Member _____ moved, seconded by member _____, to approve the agenda. The motion was/not approved.

D. VISITOR COMMENTS:

E. CONSENT AGENDA:

1. Approval of Minutes-Recommend approval of May 17, 2021 Regular School Board Meeting Minutes.
2. Personnel:
 - a. Accept the following resignation/s: Angela Taylor, Paraprofessional-Arlington, Starla Schilling, Paraprofessional-Arlington (effective July 1, 2021), Mary Beth Schwirtz- Elementary Dean of Students-Title Coordinator, Ann Walsh-Senior High Student Council Advisor
 - b. Hiring: Lorecea Driscoll, Technology Assistant (effective July 1, 2021 10-10.5 month work agreement \$13.00 per hr.)
 - c. Volunteer Coach: Sean Drexler-Wrestling, Football
Maternity leave Request:
3. Fundraiser Request: FFA-Peach Sale, Sibley East Football-Gold Card Sales

Member _____ moved, second by member _____ to approve consent agenda. The motion was/was not approved.

F. OLD OR UNFINISHED BUSINESS:

1. Nokomis Energy Solar Subscription Proposal-Corey Orehek. Motion by member _____ second by member _____ to accept/reject the Community Solar Garden Subscription Agreement proposal as presented. The motion was/was not approved.
2. Second reading: *Policy 441 Standards of Conduct for Federally Funded Programs*. Motion by member _____ second by member _____ to

accept *Policy 441 Standards of Conduct for Federally Funded Programs* as read.
The motion was/was not approved.

G. NEW BUSINESS:

1. **Designation of an Identified Official with Authority for Education Identity Access Management.** The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local education agency that uses the Education Identity Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local education agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The Identified Official with Authority will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties. The Director recommends the Board authorize **Joseph Libby (joseph.libby@sibleyeast.org)** to act as the Identified Official with Authority (IOwA) for **Sibley East School District 2310-01**.

Motion by Member _____, second by Member _____, to authorize Joseph Libby (joseph.libby@sibleyeast.org) to act as the Identified Official with Authority (IOwA) for Sibley East School District 2310-01. The motion was/was not approved.

2. Consider motion calling for Fuel quotes for July 1, 2021- through June 30, 2022. Member _____ moved, seconded by Member _____, to approve a motion to call for quotes on Fuel for for July 1, 2021- through June 30, 2022. 2020-2021. Motion was/was not approved.

3. Bills and Payments: Recommend approval June 2021 bills totaling \$ _____

Member _____ moved, second by member _____ to approve June 2021 bills totaling \$ _____. The motion was/was not approved.

4. 2021-2022 Resolution for Membership in the Minnesota State High School League.
BE IT RESOLVED, that the Governing Board of School District Number 2310, County of Sibley, State of Minnesota delegates the control, supervision, and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided by Minnesota Statutes.

FURTHER RESOLVED, that the high school listed below (Sibley East High School) is authorized by this, the Governing Board of said school district to: Renew its membership in the Minnesota State High School League; and, participate in the approved interschool activities sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board hereby adopts the Constitution, Bylaws, Rules, and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's Official Handbook, on file at the office of the school district or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by the Governing Board.

Roll Call Vote- Yes:

No:

5. Approve/reject the Agreement Between Sibley East School District 2310 and Sibley County Public Health and Human Services regarding Family Facilitator services to be provided to eligible students and their families for the 2021-2022 school year.

Motion by Member _____, second by Member _____ to approve/reject the Family Facilitator Agreement for the 2021-2022 school year. Motion was/was not approved.

6. Consider sale of approximately 200 surplus ASUS C2023A Chromebooks per quote from Tech Defenders in the amount of \$4,792.10. Motion by Member _____ second by Member _____ to approve the sale of surplus Chromebooks to Tech Defenders. The motion was/was not approved.

7. Approve FY 22 General, Food Service, Community Service, District Budgets. Janna Tessmer, Sibley East Business Manager.

Motion by Member _____, second by Member _____ to approve the proposed FY 22 General, Food Service and Community Service District Budgets. The motion was/was not approved.

8. Approve Long Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection FY22-FY31.

Motion by Member _____, second by Member _____ to approve the Long Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection FY22-FY31. The motion was/was not approved.

9. Approve Long Term Facilities Maintenance (LTFM) Ten-Year expenditure plan FY22-FY31.

Motion by Member _____, second by Member _____, to approve the Long Term Facilities Maintenance (LTFM) Ten-Year expenditure plan FY22-FY31 as presented. The motion was/was not approved.

10. Accept the following donations: \$250.00, Arlington Lions Club-Trap Team, \$400.00 Veterans of Foreign Wars New Auburn Post No 7266 Charitable Gambling Fund-Trap Team, \$2000.00 State Farm and State Farm Companies Foundation (Mark Lundstrom)-Scoreboard, \$1,000.00 New Auburn Fire Department Relief Association Charitable Gambling Fund-Trap Team, \$25.00 Arlington Storage Inc.-Trap Team, \$500.00 Honl's Bees Inc.-Trap Team, \$500.00 Tanker Bay Bar & Lanes, Inc-Trap Team, \$2,000.00 Arlington State Bank-Scoreboard, \$2,000.00 Arlington State Bank-Scoreboard, \$250.00 Veterans of Foreign Wars New Auburn Post No. 7266 Charitable Gambling Fund-Athletics, \$100.00 American Legion Scharmer-Berger Post No. 250-Band, \$50.00 American Legion Post 433-Band, \$2,500.00 Sibley Electric Incorporated-Football, \$200.00 Green Isle Lions Club-Track Awards, \$1,000.00 William Sampson Jr.-FFA, \$2,000.00 Northland Drying, LLC-Scoreboard, \$250.00 John or Laura Zender-AVID Scholarship, \$150.00 Jon Hazelwood-AVID Scholarship, Senior breakfast donation from Michael Foods.

Member _____ moved, seconded by Member _____ to accept the donations with gratitude. The motion was/was not approved.

H. SUPERINTENDENT REPORT:

I. OTHER INFORMATION:

1. Reminder: Next Regular School Board Meeting is scheduled for July 19th, 2021, beginning @ 6:30 PM, Arlington Campus-Media Center

J. ADJOURNMENT: Motion by Member _____, second by Member _____, to adjourn the meeting. The motion was/was not approved.

The meeting was adjourned at _____ p.m.

**SIBLEY EAST PUBLIC SCHOOLS
REGULAR SCHOOL BOARD MEETING. MINUTES
INDEPENDENT SCHOOL DISTRICT NO. 2310
ARLINGTON-GAYLORD-GREEN ISLE
ARLINGTON CAMPUS-MEDIA CENTER
MONDAY MAY 17, 2021 @ 6:30 P.M.**

The meeting was called to order at 6:30 p.m. Members: Brian Brandt, Sarah Ziegler, Laura Reid, Avery Grochow, Jon Hazelwood, Rachel Lueth were present. Member Lueth was present via Zoom due to Covid-19 protocols.

APPROVAL OF AGENDA: Member Ziegler moved, seconded by member Reid, to approve the agenda. The motion was approved by unanimous vote.

VISITOR COMMENTS: Board Chair Brandt read two letters received. Craig Busse, Arlington, regarding school violence and policy requests. Todd Kettner, Gaylord, regarding boys basketball program.

CONSENT AGENDA: Approval of Minutes-Recommend approval of April 19, 2021 Regular Board Meeting Minutes. **Personnel: Resignations:** Holly Hokenson, MS/HS Family and Consumer Science (not returning from one year leave) Tracie Bjorklund-HOSA advisor and CTE coordinator (effective June 30th, 2021), Amy Micek, Sibley East drama, Bryn Tanner, Sibley East Drama **Hiring:** Amanda Feterl, Gaylord Elementary Principal (Principal's Master Agreement \$102,401.00), Spencer Flood, MS/HS Agriculture Teacher (Step 1 BA \$37,877), Vanessa Godinez, Para-Arlington (Step 2 \$12.20), Whitney Husfeldt, Assistant Tennis Coach (Step 1: \$3415) **Volunteer Coaches:** Richard Mooney-Football **Fundraiser Request:** none Approval of consent Agenda: Member Grochow moved, second by member Hazelwood to approve consent agenda. The motion was approved by unanimous vote.

OLD/ UNFINISHED BUSINESS: None

NEW BUSINESS:

Nokomis Energy Solar Subscription Proposal-Corey Orehek. Motion by member Reid second by member Hazelwood to table the Community Solar Garden Subscription Agreement proposal as presented for further review. The motion was approved by unanimous vote.

Biology Club- Mr. Greg Elseth presented the plans and by-laws for the Biology Club and details of equipment that fundraising will be done to support the purchase of.

First reading: Policy 441 Standards of Conduct for Federally Funded Programs.

(Roll call vote) Voting Yes: Hazelwood, Ziegler, Reid, Brandt, Grochow, Lueth
Voting No: none Resolution was adopted.

Bills and Payments: Recommend approval of May 2021 bills totaling \$1,198,946.86.
Motion by member Hazelwood second by member Ziegler to approve May 2021 bills and payments of \$1,198,946.86. The motion was approved by unanimous vote.

Accept the following donations with gratitude; \$150.00 Hamburg Lions Club-Trap Team, \$750.00 Gaylord Game Protective Gambling Account-Prom, \$2000.00 Mark A Lundstrom, Rebekah A Lundstrom-Scoreboard, \$2000.00 Ridgeview Sibley Medical Center-Scoreboard, \$500.00 Locher Bros Inc-Trap Team, \$200.00 Alloy Insurance Agency-Trap Team, \$350.00 Legion Post 433-Trap Team, \$2000.00 Central Sibley Chapter-Trap Team, \$300.00 LB & S Inc. of Kasota, Levi Allen GM Bob and Susan Allen Owners Arlington Raceway-Athletics, \$500.00 Gaylord Game Protective Gambling Account-Football, \$25.00 RahRah! Solutions-Football, \$250.00 Northland Drying, LLC-Trap Team, \$100.00 Cash Ehrich Family-Trap Team, \$4000.00 Locher Bros Inc-Scoreboard Motion by member Lueth, second by member Grochow to accept the donations with gratitude. The motion was approved by unanimous vote.

PRINCIPAL/SUPERINTENDENT REPORT: Principals Mari Lu Martens and Jeremy Wagner updated the Board on recent events, graduation planning, and summer school plans at the Gaylord Elementary and Middle School/High School. Superintendent Amsden updated the Board on FY 22 budget preparation and transition planning.

OTHER INFORMATION:

Graduation ceremonies are scheduled for Sunday, June 6th, 2021 @ 1:30 p.m. Arlington Campus. Board members are asked to meet in the Arlington Main Office @ 1:00 p.m. prior to the graduation ceremonies. Reminder: Next Regular School Board Meeting is scheduled for June 21st, 2021 beginning at 6:30 p.m. in Media Center, Arlington Campus.

ADJOURNMENT: Motion by member Reid, second by member Ziegler to adjourn the meeting. Motion was approved by unanimous vote. The meeting was adjourned at 8:13 p.m.

Brian Brandt-Board Chair

Avery Grochow-Board Clerk

Fundraiser Request Form

Today's Date 5/18/2021 Deadline 6/1/2021

Person/Group making this request FFA

Purpose of Fundraiser Raise funds for camp

Date of Fundraiser 6-1-6/21 Supervisor/Advisor Brandi

Description of Fundraiser Sell peaches through Minntex

Action taken on request

Approved

Not approved for the following reason(s)

+++++

Activities Director(when applicable) _____ Date _____

Principal _____ Date _____

Action taken by Sibley East School Board Date _____

Approved

Not Approved

Fundraiser Request Form

Today's Date 5/27/21 Deadline _____
Person/Group making this request Sible East Football - Alan Halvers
Purpose of Fundraiser Help purchase equipment and materials
such as 2-man pan sled, gatorade for games, camp gear (shirt/skirt) etc.
Date of Fundraiser 8/11 - 8/26 Supervisor/Advisor _____
Description of Fundraiser Gold Card sales

Action taken on request

- Approved
 - Not approved for the following reason(s)
-

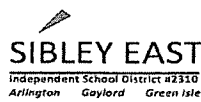
+++++

Activities Director (when applicable) Joely Wall Date 6-2-21

Principal Jeremy Wayne Date 6/1/2021

Action taken by Sibley East School Board Date _____

- Approved
- Not Approved



Jim Amsden <jim.amsden@sibleyeast.org>

Nokomis Energy Proposal

1 message

Nerud T Law Firm <nerudtlaw@frontiernet.net>
Reply-To: Nerud T Law Firm <nerudtlaw@frontiernet.net>
To: "brian.brandt@sibleyeast.org" <brian.brandt@sibleyeast.org>
Cc: Jim Amsden <jim.amsden@sibleyeast.org>

Wed, Jun 2, 2021 at 3:03 PM

June 2, 2021

Dear Chairman Brandt:

Kindly be informed that I have taken the opportunity to do some "background work" in regard to the proposal to be considered at the next Board Meeting for Sibley East to participate in a "subscriber agreement" with Nokomis Energy related to partially satisfying the energy needs of the Gaylord facility with energy derived from a solar farm. I appreciate the fact that the Board was willing to table this matter for 30 days to allow me to do some inquiry into the contract itself and the provider.

First, with regard to the contract itself. I find nothing inherently inappropriate or improper with the proposal. It clearly is written by Nokomis Energy and for the primary benefit for Nokomis Energy, but that is to be expected. This contract does very comprehensively concrete a relationship for a period of 25 years as between the District and the provider. Early termination as set out in Para. 12 of the "Recitals" do impose very significant constrictions on the District's ability to terminate or withdraw from the contract.

The benefit to the District is set out in a document bespeaking "Quote Details -- your 25 year outlook". It anticipates a maximum benefit to the District of \$1,011.00 per year in the first year; said benefit decreasing to a projected \$889.00 in the 25th year. The total anticipated benefit to the District over 25 years is estimated by the provider to be \$23,752.00

I have not attempted to make a determination as to the benefits to be derived by Nokomis Energy. That information is proprietary.

I have not learned of any other current subscriber who has had cause to complain about the performance of Nokomis Energy or the service they provide.

At our last Board Meeting I did express my concern for the District entering into a 25 year contract in an area so likely to see massive technological changes in the immediate future, especially given the emphasis President Biden is placing on renewable energy sources and infrastructure. I note, however, that is my "concern" and not a matter indicative of my legal analysis of the contract proposal before the Board. Each board member is fully competent to assess the utility of this proposed agreement and arrangement on behalf of Sibley East and has, I would note as a frame of reference, the previous solar energy arrangement currently providing for the partial needs of the Gaylord school system.

In conclusion, I find not structural difficulties or impediments in the contract as proposed about which I must alert the District. The decision of whether or not it is in the best interest of the District to enter into this contract is a decision for the Board members to make individually.

I will certainly attend the next Board Meeting and be prepared to answer further questions, if presented.

Respectfully,

Anthony F. Nerud

AFN:kn
cc: J. Amsden

COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT

GENERAL TERMS AND CONDITIONS

This Community Solar Garden Subscription Agreement (“Agreement”) is entered into as of the ___ day of ___, 2021 (the “Effective Date”) by and among Nokomis Energy LLC, a Minnesota limited liability company (“Nokomis”) and Sibley East Public Schools (“Subscriber”). Nokomis and Subscriber may be referred to individually as a “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, Nokomis is a developer and operator of solar (photovoltaic) electric generation facilities qualified as “Community Solar Gardens” (“CSG”) pursuant to Minn. Stat. 216B. 1641 (“CSG Program”) and has entered or will enter into a Standard Contract for Solar*Rewards Community (“CSG Contract,” attached as Exhibit A) with Northern States Power Company, a subsidiary of Xcel Energy, Inc. (“XCEL”);

WHEREAS, Nokomis will deliver the energy produced by the CSG(s) to XCEL, which will provide bill credits (“Bill Credits”) for those XCEL customers who are subscribers of Nokomis;

WHEREAS, Subscriber desires to become a CSG subscriber by making monthly payments in exchange for a percentage allocation of the energy produced by the CSG(s) and the corresponding Bill Credits on Subscriber’s XCEL bill;

THEREFORE, in consideration of the foregoing recitals, the mutual promises, representations, warranties, covenants, conditions contained herein, and the Garden Terms and Conditions and Exhibits attached hereto, the Parties agree as follows:

1. Exclusive Allocation.

Subscriber grants to Nokomis the exclusive right to subscribe its XCEL electricity load as defined below to a Nokomis CSG (“Exclusive Allocation”).

Xcel Account No:	Premise No:	Xcel Account Address	Load Allocation *
11212947	304565574	625 Harvey Drive, Gaylord, MN 55334	120%, less previously subscribed 501,325.96 kWh

* Load allocation must be in accordance with Xcel Terms & Conditions as stated on sheet 9-65 of Minnesota Electric Rate Book MPUC No. 2:
https://www.xcelenergy.com/staticfiles/xcel/PDF/Regulatory/Me_Section_9.pdf

Subscriber agrees not to subscribe, assign, allocate or otherwise provide the Exclusive Allocation to another CSG, developer or other distributed generation resource serving the Subscriber Site, without Nokomis’ prior written consent, which it may withhold in its sole discretion, for two (2) years from the Effective Date of this Agreement.

2. Community Solar Garden Terms and Conditions.

Nokomis will make a good faith effort to subscribe the entire Exclusive Allocation to one or more Nokomis CSG(s) (each a "Facility"), as set forth in the Garden Terms and Conditions attached hereto. For each such successful allocation to a Facility, the parties shall execute a copy of the Garden Terms and Conditions. All subscriptions will provide a rate of one cent(s) per kWh (\$0.01/kWh) for each Bill Credit generated. Exhibit B to the Garden Terms and Conditions will contain a specific rate schedule for Subscriber's Allocation at each Facility.

The Garden Terms and Conditions for each Facility (attached hereto) contain the Facility's generating capability ("Facility Capacity"), the location of each Subscriber premise whose load is subscribed to that Facility ("Subscriber Site"), the percentage of Facility Capacity assigned to Subscriber ("Subscriber's Allocation"), and Subscriber's Allocation represented in kWDC ("Allocation Amount").

These general terms and conditions are explicitly incorporated into each Garden Terms and Conditions and together form one Community Solar Garden Subscription Agreement.

3. Term.

This Agreement commences on the Effective Date, and unless earlier terminated pursuant to the provisions herein, shall terminate on the 25th anniversary of the Commercial Operation Date (as defined below) (the "Term"). The Term shall not be extended by virtue of any period of disconnection or event of Force Majeure experienced by the Facility.

4. Operation of the Facility.

a. Nokomis shall promptly notify Subscriber of the Date of Commercial Operation of each Facility as established pursuant to the CSG Contract ("Commercial Operation Date").

b. Nokomis shall operate the Facility during the Term so as to deliver all energy generated by the Facility to XCEL in accordance with the CSG Contract and applicable XCEL tariffs. Nokomis shall maintain the Facility in good working order at all times during the Term, and shall operate the Facility in a manner reasonably intended to maximize the amount of Bill Credits allocable to Subscriber, consistent with good custom and practice for operation of electricity generating facilities.

c. Nokomis will provide written notice to Subscriber when it becomes aware the Facility is out of service for longer than two (2) consecutive weeks, which notice shall include an estimate of how long the outage will last and the estimated loss of electricity production.

d. All installations, upgrades and repairs will be under direct supervision of a qualified professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components. A copy of the solar panel module warranty for the solar panel modules installed or to be installed at Facility is attached as Exhibit F to the Garden Terms and Conditions. Nokomis' long-term maintenance plan is attached as Exhibit G to the Garden Terms and Conditions.

5. Subscriber Eligibility

In order to purchase Subscriber's Allocation under this Agreement and receive the corresponding Bill Credits, Subscriber must meet the following criteria:

- a. Subscriber must be an XCEL Customer and Account Holder;
- b. The Subscriber Site must be located within the county or an adjacent county as the Facility;
- c. Subscriber's Allocation may not exceed forty percent (40%) of the Facility Capacity;
- d. The Allocation Amount, combined with other distributed generation resources serving the Subscriber Site, cannot exceed one hundred and twenty percent (120%) of the Subscriber's average annual energy usage for the twenty-four (24) months prior to the Effective Date;
- e. The Allocation Amount must be at least two hundred (200) watts; and
- f. Subscriber must be deemed credit worthy by Nokomis at the Effective Date, in Nokomis' sole and absolute discretion.

6. Subscriber's Allocation; Sale and Purchase of Bill Credits

a. Nokomis agrees to sell to Subscriber and Subscriber agrees to purchase from Nokomis, Subscriber's Allocation and the right to receive corresponding Bill Credits for the Term.

b. Subscriber agrees not to install or procure any other distributed generation serving Subscriber's premise during the Term that would cause Subscriber to no longer be eligible to purchase the exclusive allocation.

c. If the actual capacity of the Facility at the Commercial Operation Date ("Actual Capacity") is different than the Facility Capacity set out above, the Allocation Amount shall be automatically amended upon notice to Subscriber to reflect the lesser of (1) the product of Subscriber's Allocation multiplied by the Actual Capacity, or (2) the maximum Allocation Amount for which the Subscriber is eligible under the CSG Program.

d. The Bill Credits on Subscriber's monthly XCEL bill will equal the product of (i) Subscriber's Allocation, (ii) the number of kilowatt hours of electrical energy the Facility generated in the previous month, and (iii) the Value of Solar Tariff Rate applicable to the Facility, as approved by the Minnesota Public Utilities Commission and calculated by XCEL ("Bill Credit Rate"). The Bill Credit Rate is estimated in the Schedule of Expected Deliveries of Bill Credits attached as Exhibit B to the Garden Terms and Conditions.

e. Subscriber shall not be entitled to the benefits or derivatives of Renewable Energy Credits ("RECs"), rebates, unsubscribed electrical energy, tax credits, or other tax or environmental benefits associated with owned or operating the Facility.

f. For Subscriber's Allocation and the right to receive corresponding Bill Credits, Subscriber agrees to pay Nokomis an amount (the "Monthly Subscription Payment") equal to the product of (i) Subscriber's Allocation, (ii) the number of kilowatt hours of electrical energy the Facility generates in the previous month, and (iii) the "Subscription Rate" (Exhibit B to the Garden Terms and Conditions provides a schedule of the Subscription Rate over the course of the Term).

g. The amount of electrical energy produced by the Facility is not guaranteed by Nokomis and underperformance shall not constitute a breach or default under this agreement. In any month

where the Facility generates fewer kilowatt hours of electrical energy than the Facility Capacity, thereby reducing the Allocation Amount, the underperformance will be represented in a proportional reduction of the Monthly Subscription Payment. The proportional reduction of the Monthly Subscription Payment shall be Subscriber's sole remedy under this Agreement.

h. Commencing on the first day of the first calendar month following the Commercial Operation Date, Nokomis shall invoice Subscriber for the Monthly Subscription Payment. Subscriber agrees to make its Monthly Subscription Payments through an "automatic transfer of funds" prior to the invoice due date. Any amounts not paid prior to the invoice due date will accrue interest at a rate of eight percent (8%) or the maximum rate allowed by law, whichever is greater, per annum from the invoice due date until Nokomis receives payment.

i. Nokomis reserves the right to stagger the billing cycle of the Monthly Subscription Payment to match XCEL's billing cycle for the Bill Credits associated with that Monthly Subscription Payment. For example, Nokomis may delay the Monthly Subscription Payment so that it falls in the same month as the Bill Credits purchased with that Monthly Subscription Payment appear on the Subscriber's XCEL bill. In the event the billing cycle is staggered, Subscriber acknowledges that there may be reconciliation payments due to Nokomis at the end of the Term or if this Agreement is otherwise terminated during the Term.

j. If, as a result of an XCEL billing adjustment for any billing period, the quantity of energy allocated to Subscriber by Nokomis is changed, Subscriber and Nokomis agree to reconcile the change in good faith. Subscriber acknowledges that Nokomis does not guarantee the amount of electrical energy the Facility will produce, the amount of electrical energy produced in a given month corresponding to Subscriber's Allocation, or the monetary value of the Bill Credits.

7. Subscriber Data; Records and Audits

a. Subscriber authorizes Nokomis to provide XCEL with Subscriber's Allocation, Allocation Amount, Subscriber's name, Subscriber's XCEL Premise Number and Account Number(s), Subscriber's bank account information used for "automatic transfer of funds" information, and service address(es) (collectively "Subscriber Data").

b. Subscriber authorizes Nokomis or its designee to obtain its credit report now and in the future, answer questions others may ask regarding Subscriber's credit and share Subscriber's credit information with Nokomis' financing partners. Subscriber hereby certifies that all information Subscriber provides to Nokomis in connection with checking Subscriber's credit will be true and understands that this information must be updated upon request if Subscriber's financial condition changes.

c. Upon request by Subscriber, Nokomis shall provide (i) evidence of the accuracy of its metering equipment for the Facility and/or (ii) such other information and records requested by Subscriber to enable Subscriber to verify the accuracy of the Bill Credits awarded by XCEL and any other calculation and/or measurements described in this Agreement.

d. Starting within twelve (12) months of the Commercial Operation Date, Nokomis shall provide to Subscriber signed and notarized public annual reports containing at a minimum: the energy produced by the Community Solar Garden; financial statements including a balance sheet, income statement, and sources and uses of funds statement; and, identification of the management and operatorship of the Community Solar Garden Operator.

8. Publicity and Intellectual Property.

a. Subscriber hereby grants to Nokomis a limited, non-exclusive, royalty-free license to use Subscriber's trademarks, logos and trade name ("Subscriber IP") to promote Nokomis and this subscriber agreement. In addition, Nokomis may from time to time, at its sole option, identify Subscriber as a Nokomis solar garden subscriber in or on Nokomis' website, sales and marketing materials, press releases, or any other marketing communications. Nokomis shall not use Subscriber IP without the prior written consent of Subscriber.

b. Nokomis hereby grants to Subscriber a limited, non-exclusive, royalty-free license to use Nokomis' trademarks, logos and trade name ("Nokomis IP") in order to promote Subscriber and this subscriber agreement. In addition, Subscriber may from time to time, at its sole option, identify Nokomis as a Solar Garden or Clean Energy Partner in or on marketing materials, press releases, or any other marketing communications. Subscriber shall not use Nokomis IP without the prior written consent of Nokomis.

c. Other than the licenses set forth in this Section, this Agreement does not give either party any license or ownership rights in the other party's trade name, trademarks, confidential information, software, or other intellectual property rights.

9. Taxes.

a. Subscriber shall be solely liable for sales, use, or similar taxes imposed by a governmental entity having jurisdiction over Subscriber and the Facility, where such taxes are attributable to the sale of Bill Credits allocated to the Subscriber.

b. Subscriber shall have no interest in and have no entitlement to claim any REC, investment tax credit or other tax benefits related to ownership of the Facility.

10. Representations, Warranties and Covenants

a. Each Party represents and warrants to the other Party:

i. The Party is duly organized, validly existing, and in good standing in the jurisdiction of its organization and is qualified to do business in the State of Minnesota;

ii. The Party has full legal capacity to enter into and perform this Agreement;

iii. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party; and

iv. To the best of its knowledge, there is no litigation, action, proceeding or investigation pending before any court or other Governmental Authority by, against, affecting, or involving its ability to carry out the transactions contemplated herein.

v. This Agreement constitutes a legally valid and binding obligation enforceable against such Party in accordance with its terms; and

vi. Each party is in good financial condition, there are no bankruptcy

proceedings against it, no filings against it for involuntary bankruptcy, and it has no knowledge of any material legal and/or financial claims, issues, or proceedings against it that would have an adverse material effect on its financial condition.

b. Nokomis represents, warrants, and covenants to Subscriber:

i. Nokomis has, or in the ordinary course will obtain, all licenses, permits and any other required documents to construct and operate the Facility;

ii. Nokomis shall perform its obligations under the CSG Contract and otherwise comply with all provisions of the CSG Program and other applicable tariffs.

iii. Nokomis has, or will obtain the necessary funds to construct, operate and maintain the Facility.

iv. Except as may be required by law or regulation, or with Subscriber's consent, Nokomis will not publicly disclose Subscriber's Data, energy usage data, or Bill Credits.

c. Subscriber represents, warrants, and covenants to Nokomis:

i. Except to the extent permitted by Exclusive Allocation, Subscriber agrees not to install or procure any other distributed generation resource(s) serving Subscriber's premise during the term of this Agreement that would cause Subscriber to no longer be eligible to purchase Subscriber's Allocation from the Facility.

ii. Within thirty (30) days of request by Nokomis, which request shall be made not sooner than the date of commencement of construction of the Facility, Subscriber shall complete, execute, and deliver to Nokomis the Subscriber Agency Agreement in the form attached hereto as Exhibit C to the Garden Terms and Conditions. Upon execution, all of the information and statements of Subscriber provided therein shall be accurate.

iii. Subscriber understands and agrees it will have no interest in or entitlement to (a) benefits or derivatives of "Unsubscribed Energy" or "RECs" associated with the Facility as each is defined in the CSG Contract; or (b) incentives under XCEL's Solar Rewards program associated with the Facility.

iv. Subscriber acknowledges and agrees that Nokomis does not guarantee production and that Subscriber has no defenses, set-offs, bases for withholding payments, counterclaims, or failure of performance claims against Nokomis.

v. Subscriber understands and agrees that this Agreement does not afford Subscriber any stock, share, or ownership interest in Nokomis or the Facility, its assets, income, or profits nor is it a guarantee, warrant, or right to purchase the foregoing. Subscriber acknowledges that the neither this Agreement, Facility Capacity, Bill Credits, nor Subscriber's Allocation, have been registered under any securities laws or regulations and Subscriber agrees not to assign, transfer, sell or otherwise dispose of the Subscriber's Allocation and Bill Credits in such a manner that will violate any securities laws or regulations.

vi. Subscriber acknowledges and agrees it will promptly notify Nokomis of any changes in Subscriber's Data.

11. Default.

- a. Events of Default. The following shall each constitute an Event of Default

by a Party:

i. Subscriber fails to make any material payment due under this Agreement within thirty (30) days after delivery of notice from Nokomis that such payment is overdue.

ii. Subscriber materially fails to perform or comply with any material representation, warranty, obligation or covenant set forth in this Agreement and such failure continues for a period of thirty (30) days after delivery of notice thereof from Nokomis.

iii. Subscriber assigns, transfers, encumbers, or sells this Agreement or any part of Subscriber's Allocation or Bill Credits in violation of this Agreement.

iv. Subscriber makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

v. Nokomis substantially abandons a Facility and such default continues for a period of thirty (30) days after delivery of notice from Subscriber, provided that if such default may not reasonably be cured within thirty (30) days, such cure period may be extended for a reasonable period of time not to exceed an additional sixty (60) days.

vi. Nokomis is deemed to have committed fraud or gross negligence in the performance of its obligations under the Agreement.

b. Production of fewer kilowatt hours of electrical energy than the Facility Capacity shall not constitute an Event of Default under this Agreement. The proportional reduction of the Monthly Subscription Payment shall be Subscriber's sole remedy for underperformance under this Agreement.

- c. Force Majeure

If by reason of Force Majeure, Nokomis is unable to carry out, either in whole or in part, any of its obligations herein, such Nokomis shall not be deemed to be in default during the continuation of such inability, provided that within a reasonable time after the occurrence of the Force Majeure event, Nokomis gives Subscriber notice describing the particulars of the occurrence and the anticipated period of delay and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations. "Force Majeure" as used in this Agreement shall mean an event or circumstances beyond the reasonable control of Nokomis not resulting from the Nokomis's negligence, including, but not limited to fire, acts of God, earthquake, flood or other casualty or accident; break down or failure of XCEL's electric distribution system; serial equipment defect; strikes or labor disputes; war, civil strife or other violence; and any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility.

12. Early Termination.

a. Upon the occurrence of an Event of Default, the non-defaulting party may terminate the Agreement ninety (90) days after providing notice of termination to the defaulting party, unless the default is cured within that ninety (90) day period.

b. If at any time Subscriber or any premise of Subscriber ceases to be an XCEL customer, Subscriber may terminate this Agreement (or only as applicable to that premise) upon the following terms and conditions:

i. Subscriber provides one hundred eighty (180) days advanced notice to Nokomis;

ii. Subscriber pays Nokomis all amounts due and owed to Nokomis after reconciliation of the Monthly Subscription Payment; and either:

- Subscriber agrees to work with Nokomis to identify a Replacement Subscriber eligible to purchase Subscriber's Allocation from the Facility, which has the same or better credit as Subscriber, and actually executes a Subscription Agreement to become a Subscriber of the Facility, or
- Subscriber pays Nokomis a Transfer Fee of \$500 and a subscriber acquisition fee of \$0.003/kWh based on the amount of the Allocation Amount that has not been replaced or transferred at time of termination.

Subscriber agrees to use all reasonable efforts to assist Nokomis with the transfer to a new Subscriber, including but not limited to executing an assignment of Subscriber's Allocation to Nokomis or a new Subscriber, and any other documentation associated with the termination.

Nokomis shall use all reasonable efforts to have Replacement Subscriber become a Subscriber of the Facility, but under no circumstances shall Nokomis be liable to Subscriber if no Subscription Agreement is executed between Nokomis and Replacement Subscriber. Subscriber agrees that the Termination Fee is a fair estimate of Nokomis' administrative expenses associated with the termination and such fee may not be reduced by Nokomis or Subscriber's mitigation. If Subscriber terminates this Agreement, Nokomis shall have no further liability to Subscriber and shall not be required to refund or otherwise compensate Subscriber pursuant to this Agreement.

c. If at any time Subscriber ceases to be eligible to purchase Subscriber's Allocation from the Facility, this Agreement may be subject to termination by Nokomis.

d. This Agreement may be terminated upon the death of Subscriber, if Subscriber is a natural person and the sole XCEL account holder associated with the Bill Credits.

e. In the event of Subscriber's breach, repudiation, or termination of this Agreement constituting an Event of Default or violation of Section 12(b) or (d) herein, Nokomis shall be entitled to recover from Subscriber (subject to Nokomis' duty to mitigate damages): (i) the unpaid Monthly Subscription Payments due at the time of such breach, repudiation, or termination; and (ii) Nokomis' damages resulting from Subscriber's breach, repudiation, or termination, including estimated Monthly Subscription Payments over the remaining Term less compensation received by XCEL, if any, attributable to Subscriber's Allocation. Any post-termination Monthly Subscription Payments that may qualify as damages under this section will be calculated based on the Schedule of Expected Deliveries of Bill Credits (Exhibit B) and the Bill Credit Rate applicable to each year of the remaining Term. The parties agree that the damages payable under this section do not constitute a penalty but are a reasonable estimate of Nokomis' actual damages from Subscriber's breach, repudiation, or termination of this Agreement.

13. Assignment; Transfer.

a. Nokomis Assignment

Nokomis may assign or transfer all or any portion of this Agreement to any affiliate, any financial institution, or any entity that has agreed in writing to recognize and not disturb Subscriber's rights under this Agreement, including upon foreclosure or conveyance in lieu thereof. Nokomis may also assign or transfer all or any portion of this Agreement to another CSG Facility owned by Nokomis, an affiliate, or another owner/operator, so long as the CSG Facility is located in the same or adjacent county to Subscriber Site. Upon such assignment or transfer Nokomis shall provide updated disclosure information, as required by this Agreement or the CSG Program. Nokomis may assign or transfer this Agreement without providing Subscriber with prior notice and without obtaining Subscriber's prior consent. Upon any such transfer or assignment, Nokomis will notify Subscriber and Nokomis shall be released from all future obligations under this Agreement.

b. Subscriber Transfer

Subscriber may transfer this Agreement to any person or entity only upon the following terms and conditions:

- i. Subscriber provides ninety (90) days advanced written notice to Nokomis;
 - ii. The person or entity Replacement Subscriber is eligible to purchase Subscriber's Allocation from the Facility, has the same or better credit as Subscriber, and actually executes a Subscription Agreement to become a Subscriber of the Facility;
 - iii. Subscriber pays Nokomis all amounts due and owed to Nokomis after reconciliation of the Monthly Subscription Payment;
 - iv. Subscriber pays Nokomis a Transfer Fee of five hundred dollars (\$500);
- and
- v. Subscriber obtains prior approval from Nokomis, which Nokomis may provide or withhold in its absolute discretion.

Nokomis shall use all reasonable efforts to have Replacement Subscriber become a Subscriber of the Facility, but under no circumstances shall Nokomis be liable to Subscriber if no Subscription Agreement is executed between Nokomis and Replacement Subscriber. Subscriber agrees that the Transfer Fee is a fair estimate of Nokomis' administrative expenses associated with the termination and such fee may not be reduced by Nokomis or Subscriber's mitigation. If Subscriber transfers this Agreement, Nokomis shall have no further liability to Subscriber and shall not be required to refund or otherwise compensate Subscriber pursuant to this Agreement.

c. Subscriber Address Change

Subscriber may change the Subscriber Site without any prior approval from Nokomis so long as Subscriber provides ninety (90) days prior notice to Nokomis, pays a Five Hundred Dollar (\$500.00) Transfer Fee and Subscriber continues to be eligible to purchase Subscriber's Allocation from the Facility. If Subscriber ceases to be eligible to purchase Subscriber's Allocation from the Facility, but remains an XCEL customer, Nokomis has the right but not the obligation to transfer Subscriber to a different Nokomis CSG Facility. If Subscriber cannot fulfill all of Subscriber's Allocation, Subscriber is subject to the terms of Early Termination as defined in this Agreement for the portion of Subscriber's Allocation that cannot be fulfilled.

14. Dispute Resolution.

a. In the event of any controversy, dispute or claim arising out of or relating to this Agreement, the complaining Party shall provide written notice to the other Party, and the Parties shall attempt in good faith to resolve the dispute amicably.

b. Any controversy or claim arising out of or relating to this contract, or the breach thereof, that cannot be resolved within thirty (30) days after written notice of the dispute to the other Party shall be settled by arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall be held in Minneapolis, Minnesota before one arbitrator with experience in electrical distribution pricing.

c. Continuation of Performance. During the pendency of any dispute hereunder, the Parties shall continue to perform their respective obligations under this Agreement.

d. Exclusive Remedy. The parties acknowledge and agree that arbitration is the exclusive remedy provided herein and that if either Party files a claim or complaint or cause of action in any state or federal court or other tribunal without first seeking arbitration pursuant to the provision above, the other party shall be entitled to recover attorneys fees and costs from the filing party.

15. Limitation of Liability.

a. No Special Damages

NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF A PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY, OTHER THAN ANY CONSEQUENTIAL DAMAGES FOR EACH EITHER PARTY INDEMNIFIES THE OTHER PURSUANT TO SECTION 18.

b. No Warranty

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NOKOMIS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE FACILITY OR ITS OBLIGATIONS HEREUNDER. NOKOMIS DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NOKOMIS DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY, FACILITY CAPACITY, SUBSCRIBER ALLOCATION, ALLOCATION AMOUNT, KILOWATT ALLOCATION, OR BILL CREDITS. THE AMOUNTS SET FORTH ON EXHIBIT B ARE FOR ILLUSTRATION PURPOSES ONLY, AND SUBSCRIBER ACKNOWLEDGES THE BILL CREDITS MAY BE GREATER OR LESS THAN THE ESTIMATES PROVIDED.

16. Lender And Tax Equity Investor Accommodations.

a. Subscriber acknowledges that Nokomis may finance the construction, development, and installation of the Facility through one or more financial partners or financial institutions,

or their assigns (collectively hereafter “Lender/Investor”) and that Nokomis may sell or assign the Facility and/or may secure Nokomis’ obligations thereunder by, among other encumbrances, a pledge or collateral assignment of this Agreement and a first priority security interest in the Facility.

b. Subscriber acknowledges and agrees that Lender/Investor approval and consent may be required for the following:

- i. Any modification in the operation or maintenance of the Facility;
- ii. Any modification to the information disclosures;
- iii. Any modification to the CSG Contract;
- iv. Any additional Subscriber representations, warranties, and covenants; or
- v. Any amendment to this Agreement, including but not limited to any calculation of the Monthly Subscription Payments, Subscriber Eligibility Criteria, and Subscriber’s ability to terminate this Agreement.

c. Subscriber acknowledges and agrees that under no circumstances shall:

- i. Lender/Investor be liable to Subscriber for any act or omission of Nokomis;
- ii. Lender/Investor be subject to any defenses or offsets that Subscriber may have against Nokomis under this Agreement; or
- iii. Lender/Investor be liable with respect to any breach of any representation or warranty made by Nokomis to Subscriber under this Agreement.

17. Lender’s and Tax Equity Investor’s Default Rights.

If Nokomis defaults under Nokomis’s financing documents with its Lender or Investor, Lender or Investor shall be entitled to exercise any of Nokomis’s rights and obligations under this Agreement. Subscriber acknowledges and agrees that Lender’s security interest in the Facility may be a first priority security interest in the Facility. Lender/Investor may also be entitled to exercise all rights and remedies of secured or preferred parties generally with respect to this Agreement and the Facility, including, but not limited to the following:

a. Lender/Investor may have the right, but not the obligation, to pay all sums due from Nokomis, perform any other act required of Nokomis, and to cure any default by Nokomis in which case this Agreement will continue in full force and effect.

b. Lender/Investor may have the option to sell its interest in the Facility. If Lender/Investor exercises that remedy, it shall not constitute a default under this Agreement, and such sale shall not require Subscriber’s prior consent.

c. Upon the reasonable request of Lender/Investor and upon Lender/Investor providing Subscriber with all required disclosure information, Subscriber agrees to enter into a new Agreement with Lender/Investor or their assigns under substantially the same terms as this Agreement within ninety (90) days of the termination of this Agreement.

d. Upon the reasonable request of Nokomis or Lender/Investor, Subscriber agrees to execute and deliver to Nokomis or Lender/Investor any document, instrument, or statement in such form as Nokomis or Lender/Investor may require by which Subscriber acknowledges and confirms that the legal and beneficial ownership of the Facility remains in Nokomis or its affiliate or as is otherwise reasonably requested by Lender/Investor in order to create, perfect, continue, or terminate the security or equitable interest in the Facility in favor of Lender/Investor.

18. Mutual Indemnification.

Nokomis will defend, hold harmless, and indemnify Subscriber, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to the Nokomis's breaches of or willful or negligent acts or omissions in connection with this Agreement. Subscriber will defend, hold harmless, and indemnify Nokomis, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to Subscriber's breaches of or willful or negligent acts or omissions in connection with this Agreement. The provision of this section shall survive the termination of the Agreement with respect to any claim, action, or proceeding that relates to acts or omissions during the term of this Agreement.

19. Miscellaneous.

a. XCEL Disputes

Nokomis shall be solely responsible for resolving any dispute with XCEL regarding the production of electricity by the Facility. Subscriber shall be solely responsible for resolving any dispute with XCEL regarding the calculation of the Bill Credit Rate.

b. Notices

i. Any notice provided pursuant to this Agreement shall be in writing. All notices, demands, or requests shall be deemed given when emailed, or mailed, postage prepaid, registered or certified mail, return receipt requested.

ii. Subscriber shall promptly notify Nokomis of any changes in Subscriber Data.

iii. All notices and communications to Nokomis shall be sent to the following address:

Attn: Subscription Management
Nokomis Energy
2639 Nicollet Avenue, Suite 200
Minneapolis, MN 55408
subscription@nokomisenergy.com

c. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Minnesota without reference to any choice of law principles.

d. **Insurance.** With respect to the services provided pursuant to this Agreement, Nokomis shall at all times during the term of this Agreement and beyond such term when so required have

and keep in force insurance with limits of liability as required under the CSG Program. Operations period insurance coverage is anticipated to include workman's compensation insurance, automobile liability, environmental liability insurance and general liability insurance with industry standard liability limits and deductibles. Specific insurance information can be provided upon request.

e. **Compliance with Law.** In performing its obligations under this Agreement, each Party will comply with all statutes, orders, by-laws, regulations, or other laws of any governmental agency. Nokomis shall obtain and maintain any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this Agreement.

f. **Entire Agreement.** This Agreement, and all documents referenced herein, contain the entire agreement between Parties with respect to the subject matter hereof, and supersede all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

g. **Amendments; Binding Effect.** This Agreement may not be amended or altered unless in writing and signed by each Party, successor or assignee. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and assigns.

h. **Section Headings.** Section headings are for reference purposes only and are not intended to create substantive rights or obligations.

i. **Severability.** In the event that any provision of this Agreement is determined to be invalid by a court or arbitrator of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein.

j. **Waiver.** No failure of either party to give notice of, or seek a remedy for, any violation of this Agreement, or to insist on strict performance hereunder shall reduce, impair, or affect such party's right to later seek such remedy, or insist on such performance with respect to the same or any other violation or failure, regardless of such party's knowledge or lack of knowledge thereof.

k. **No Joint Venture.** Nothing in this Agreement will be constructed to place the parties in the relationship of partners, joint-ventures, principal and agent, or any other legal or equitable relationship in which any one of the parties may (except as specifically provided in this Agreement) be liable for the acts or omissions of the other party and no party has the authority to bind or obligate the other party in any matter whatsoever. Nokomis and Subscriber acknowledge and agree that each party is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

l. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

m. **Further Assurances.** Each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other Party for the purpose of effecting or confirming any of the transactions contemplated by this Agreement.

n. **No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a party to this Agreement.

o. Confidentiality and Data Privacy. Nokomis will not disclose any Subscriber Data to any third party without the express written consent of Subscriber, except disclosures to XCEL, as required pursuant to the CSG Program, or unless required by law. All Subscriber Data will be kept by Nokomis pursuant to Nokomis' Privacy Policy a copy of which is attached as Exhibit D to the Garden Terms and Conditions. Nokomis reserves the right to update and revise its Privacy Policy, as it deems necessary, without Subscriber's prior consent. The parties acknowledge and agree this Agreement is governed by the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13). Under no circumstances shall Subscriber be required to act or not act in a manner that it reasonably believes, after consultation with counsel may be in violation of such act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SIBLEY EAST PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

NOKOMIS ENERGY LLC

By: _____

Name: _____

Title: _____

COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT

[GARDEN NAME] TERMS AND CONDITIONS

This Agreement (“Garden Terms and Conditions”) is entered into by and between Subscriber and [Garden Name]. The Garden Terms and Conditions form one Community Solar Garden Subscription Agreement with the General Terms and Conditions, and explicitly incorporate all terms and conditions set forth therein. The Garden Terms and Conditions provide the terms of the Agreement unique to each Community Solar Garden facility and the Subscriber first named above.

Facility Location (County): _____

Premises Owned or Controlled By: [GARDEN NAME] (“Garden”)

Xcel SRC Garden #: _____

Facility Capacity: 1,000 kWAC / _____ kWDC

Subscriber Premise: _____

Subscriber Xcel Account No.: _____

Subscriber Premise No.: _____

Subscriber’s Allocation: _____ % of Garden

Allocation Amount: _____ kWh = _____ kWDC

Solar Panel (Brand, Power) To be inserted prior to construction (must meet all applicable codes & standards)

EXHIBITS:

- A. Contract Between XCEL and [GARDEN NAME]
- B. Schedule of Expected Deliveries of Bill Credits
- C. XCEL Subscriber Agency Agreement
- D. Nokomis Privacy Policy
- E. Conceptual Garden Layout
- F. Solar Panel Warranty
- G. Long Term Garden Operations & Maintenance Plan

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SIBLEY EAST PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

[GARDEN NAME]

By: _____

Name: _____

Title: _____

GARDEN TERMS AND CONDITIONS

EXHIBIT A

CSG Contract Between XCEL and [GARDEN NAME]

(To be provided prior to Garden's Commercial Operation Date)

[CLICK HERE TO LINK TO STANDARD CONTRACT ON XCEL'S WEBSITE](#)

GARDEN TERMS AND CONDITIONS

EXHIBIT B

Schedule of Expected Deliveries of Bill Credits

[Insert Spreadsheet]

¹For the purposes of the table Term year 1 begins on the Commercial Operation Date.

²Xcel Bill Credit Value is based on the project receiving Xcel's 2017 Value of Solar Tariff rate.

³Energy values are estimates of (i) the kWhs of Delivered Energy expected to be generated annually by the System and (ii) the portion of the Delivered Energy generated annually that is to be allocated to Subscriber pursuant to Subscriber's Allocated Percentage, which amount is derived by multiplying the estimated Delivered Energy by the Subscriber's Allocated Percentage in each year. If necessary, the table will be updated upon final design of the System; provided, however, any such updated values are also estimates.

⁴Operators used PVSYST to develop the above production projections.

GARDEN TERMS AND CONDITIONS

EXHIBIT C

XCEL Subscriber Agency Agreement

[CLICK HERE TO LINK TO STANDARD CONTRACT ON XCEL'S WEBSITE](#)

GARDEN TERMS AND CONDITIONS

EXHIBIT D

Nokomis Privacy Policy

Nokomis is committed to preserving your privacy and data. This Privacy Policy explains the types of data and information Nokomis collects and how it is protected and used. By using our website or otherwise providing us your information, you consent to this Privacy Policy. Nokomis may amend this Privacy Policy from time to time. Your continued use of our website will be deemed to be consent to any amendments. If you have any questions regarding this Privacy Policy you may contact us using the information below.

WHAT INFORMATION DO WE COLLECT?

We collect information from you when you register on our site, fill out a form, sign up to receive our communications, voluntarily provide us with contact information, or subscribe to a solar garden. We also collect information that is sent to us automatically by your web browser. This information typically includes your IP address, the identity of your Internet service provider, the name and version of your operating system, the name and version of your browser, the date and time of your visit, and the pages you visit. Please check your browser if you want to learn what information your browser sends or how to change your settings.

Our website uses cookies to automatically help provide better services. They allow us to recognize your browser and capture and remember certain information. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools to our subscribers in the future. You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings.

HOW DO WE USE YOUR INFORMATION?

Any of the information we collect from you may be used to personalize your experience, to improve our website, to improve customer service, to process transactions, to track visitors of our website, and to facilitate your subscription to a solar garden. We may also use the contact information you have provided us to respond to your requests, or otherwise communicate with you about our services, information pertaining to your subscription, occasional company news, updates, related product or service information, etc.

DO WE DISCLOSE ANY INFORMATION TO THIRD PARTIES?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agreed to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. Your personal information will not be provided to other parties for marketing, advertising, or other uses. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

HOW DO WE PROTECT YOUR INFORMATION?

We maintain reasonable administrative, physical, and technological measures to protect the confidentiality and security of your personal information. We employ industry-standard Secure Socket Layer (SSL) technology in an effort to protect data transmissions. However, due to the inherent open nature of the Internet we cannot guarantee that communications between you and any Web Site or Service, or information stored on any Web Site or our servers, will be free from unauthorized access by third parties such as hackers.

CONSENT TO COMMUNICATIONS

By providing your contact information to us, you consent to receive email messages, phone calls, and mail (sometimes promotional in nature) from Nokomis and our affiliates and community partners at the contact information you provide. You do not need to consent to these communications in order to subscribe to one of our community solar gardens.

If at anytime you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email. We may still contact you about your transactions with us, such as your community solar subscription.

EXTERNAL LINKS

Our website, www.nokomis.partners, as well as any website under our control, includes links to external websites. These links do not fall under the www.nokomis.partners domain, and Nokomis is not responsible for the privacy practices or the content of external websites. Your use of any linked website is solely at your own risk.

CONTACT US

If you have any questions about this Privacy Policy, please contact us by email at: connect@nokomis.partners or by mail at: 2639 Nicollet Avenue, Suite 200, Minneapolis, MN 55408.

GARDEN TERMS AND CONDITIONS

EXHIBIT E

Conceptual Layout

[Insert]

GARDEN TERMS AND CONDITIONS

EXHIBIT F

Solar Panel Warranty

(To be provided prior to commencing construction)

GARDEN TERMS AND CONDITIONS

EXHIBIT G

Long Term Maintenance Plan

(To be provided by Operator prior to Commercial Operation Date)

Community Solar Subscription Proposal

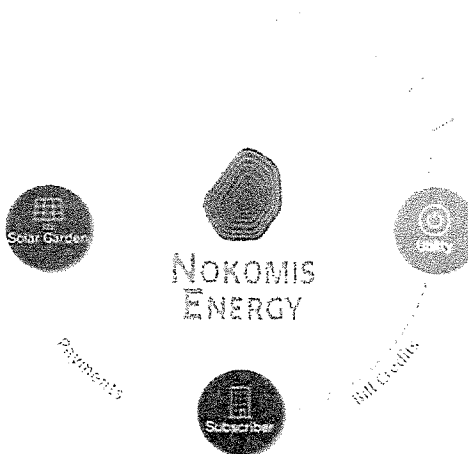
Nokomis Energy is pleased to offer you the opportunity to subscribe to its community solar gardens. The subscription is based on delivering a fixed savings rate of \$0.01 off your Xcel Energy bill for every kWh your subscription produces. This simple and certain *savings-only-contract* means you only pay for what you save regardless of what happens to future electricity prices.

Sibley East Public Schools – Here are Your Savings.

Now that your eligibility is determined, and your usage information is in hand we have sized your subscription. These are the highlights of the proposal:

1¢ per kWh – Savings Rate **\$1,011** – Estimated Year 1 Savings
25 years – Term length **\$23,752** – Estimated Lifetime Savings

Premise Name(s)	Subscription Size
Sibley East Elementary School – Gaylord, MN	101,071 kWh (Remaining Load)



Local. Simple. Certain.

Community solar offers you one of the only ways to reduce your electricity costs without reducing your consumption, all while contributing to the development of local energy infrastructure.

- No Changes to Your Facilities
- No Upfront Costs
- Savings Only Contract

Our Subscribers



Quote Details - Your 25 Year Outlook

Your fixed savings rate is based on the delta between your Xcel Bill Credit Value and Nokomis Energy's Subscription Rate, per kilowatt-hour generated by your portion of the community solar garden. Below shows your Value of Solar bill credit rate and the community garden subscription rate. Also, the estimated energy that will be generated and your savings tied to it by year for 25 years. With your fixed savings rate, you only pay for what you save.

Yr	Value of Solar Bill Credit Rate (\$/kWh)	Nokomis Subscription Rate (\$/kWh)	Fixed Savings rate (\$/kWh)	Estimated Solar Energy Generated (kWh)	Estimated Savings Generated (\$)
1	0.0940	0.0840	0.01	101,071	\$1,011
2	0.0961	0.0861	0.01	100,565	\$1,006
3	0.0982	0.0882	0.01	100,060	\$1,001
4	0.1004	0.0904	0.01	99,555	\$996
5	0.1027	0.0927	0.01	99,049	\$990
6	0.1050	0.0950	0.01	98,544	\$985
7	0.1073	0.0973	0.01	98,039	\$980
8	0.1097	0.0997	0.01	97,533	\$975
9	0.1121	0.1021	0.01	97,028	\$970
10	0.1146	0.1046	0.01	96,523	\$965
11	0.1172	0.1072	0.01	96,017	\$960
12	0.1198	0.1098	0.01	95,512	\$955
13	0.1225	0.1125	0.01	95,006	\$950
14	0.1252	0.1152	0.01	94,501	\$945
15	0.1280	0.1180	0.01	93,996	\$940
16	0.1309	0.1209	0.01	93,490	\$935
17	0.1338	0.1238	0.01	92,985	\$930
18	0.1368	0.1268	0.01	92,480	\$925
19	0.1398	0.1298	0.01	91,974	\$920
20	0.1429	0.1329	0.01	91,469	\$915
21	0.1461	0.1361	0.01	90,964	\$910
22	0.1494	0.1394	0.01	90,458	\$905
23	0.1527	0.1427	0.01	89,953	\$900
24	0.1561	0.1461	0.01	89,448	\$894
25	0.1596	0.1496	0.01	88,942	\$889
			0.01	2,375,162	\$23,752



Assumptions

Please consider the following information when considering this proposal.

1. Proposal Based on the following Xcel electricity usage information provided by the customer or estimation by Nokomis Partners.

Building	Xcel Account #	Premise #	Annual Usage
625 Harvey Dr. Gaylord, MN 55334	11212947	304565574	101,071 kWh

2. Savings estimate is based on the number of kilowatt hours the solar garden is projected to produce. Modeling is performed using PVSYSF and a local weather file.
3. System performance is expected to degrade at 0.5% annually based on the solar module's warranted degradation.
4. Savings are realized through a combination of bill credits via your Xcel electricity bill and subscription payments made to Nokomis.
5. Subscription does not include rights to renewable energy certificates.
6. This proposal is based on projects receiving a Value of Solar Rate tariff.
7. Final subscription size is based on annual usage at time of initial garden operation, garden availability and location.



Our Offer: A Fixed Savings Rate

How it Works: Nokomis builds Solar Gardens as a part of Xcel Energy's Solar Rewards Community Program and connects them to Xcel's distribution grid. Xcel Energy provides Nokomis Bill Credits for the energy produced by the Solar Garden. Nokomis sells these Bill Credits to subscribers at a defined Subscription Rate. These Bill Credits reduce a subscriber's Xcel Energy bills.

How We Lock in Your Savings Rate: A Fixed Savings Rate means your Subscription Rate is always lower than the value of the Bill Credits you receive. The value of the Bill Credits is based on a contracted 25-year schedule known as the Value of Solar (VoS). By offering a Subscription Rate that is always a fixed amount below the Bill Credit Value, subscribers can lock into a Fixed Savings Rate.

Bill Credit Value – Subscription Rate = Fixed Savings Rate

Subscription Process

1. Preliminary Proposal

Once we gather your Xcel Energy usage data, we prepare a proposal for you based on the information you have provided. The major terms of the proposal are:

- a) Savings Rate – the per kWh credit savings your subscription will generate
- b) Size of subscription – the size of the subscription you are eligible for
- c) Estimated solar performance – how many bill credits we expect the subscription to generate.
- d) Term length – The length of the contract
- e) Total estimated savings – The total savings we estimate you will receive.

2. General Conditions – To be signed at initial contracting.

These are all the major terms that govern your subscription and specify the desired amount of electricity you wish to subscribe. At this time, we will also:

- a) Request that you sign an Xcel's Subscriber Agency Agreement which grants Nokomis and Xcel approval to work together to subscribe your premises to a community solar garden.
- b) Confirm your credit via a rating agency if available OR based on your last 3 years financials.

We then populate the contracts and issue for final review and signing.

3. Garden Conditions – To be signed upon construction of the solar garden.

This section outlines the specifics of the solar garden you will be subscribing to. This is where we allocate, at a minimum, the usage from the exclusivity section of the General Conditions.

4. Bill Credit Delivery

Once the gardens are turned on, you will begin seeing bill credits delivered to your Xcel bill. These savings are what your subscription payments are based on. You only pay when you save.

Additional Information

Our Partnership with Xcel Energy

Nokomis builds Solar Gardens as a part of Xcel Energy's Solar Rewards Community Program and connects them to Xcel's distribution grid. Xcel Energy provides Nokomis Bill Credits for the energy produced by the Solar Garden. Nokomis sells these Bill Credits to subscribers at a defined Subscription Rate. These Bill Credits reduce a subscriber's Xcel Energy bills.

Contract Term Length

The subscription contract is for 25 years. The term length is designed to deliver you long term energy savings and decrease your exposure to utility rate changes. Regardless of whether rates go up or down, your savings are based purely on how well the garden performs.

Contract Early Termination Provisions

Our contracts are structured to ensure you always save. Regardless, you can exit your subscription in certain events.

- › Commercial operation date not achieved – The solar garden does not achieve commercial operation by the agreed upon date.
- › Subscriber ceases to be an Xcel Customer – Subscriber moves the premises out of Xcel Territory, Subscriber moves the premises outside of the solar garden's eligible bounds, subscriber shuts down the premises
- › Transfer/Assignment to another subscriber – Subscriber wants to exit contract or transfer savings to another entity.

Monthly Billing

- › $\text{Bill Credits Generated} \times \text{Bill Credit Rate} = \text{Total Credit applied to your Xcel bill}$
- › $\text{Bill Credits Generated} \times \text{Subscription Rate} = \text{Total amount you owe Nokomis (Billed separately)}$
- › What if the value of the bill credits exceeds your total electricity bill? Not to worry, Xcel pays out excess bill credits annually.

Program Rules / Eligibility

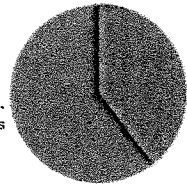


Must be an Xcel Energy Customer

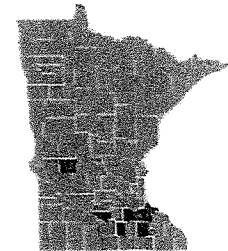


Maximum consumption based on 120% historical annual usage

60% Other Subscribers



Subscription must not exceed 40% of a single garden. May subscribe to multiple gardens



A Subscriber must be in the same or an adjacent county to the solar garden

Adopted: _____

Revised: _____

441 Standards of Conduct for Federally Funded Programs

Policy Name: Written Code of Standards of Conduct for Federal grant programs

Regulations: 2 CFR Part 200.318(c)(1)

Procedures: The Sibley East School District seeks to conduct all procurement procedures for federally funded grant programs:

- in compliance with stated regulations; and
- to prohibit conflicts of interest and actions of employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local funds if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, organizations may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

Disciplinary actions, as outlined in district policies 210: *Conflict of Interest-School Board Members* and 403: *Discipline, Suspension, and Dismissal of School District Employees* will be applied for violations of such standards by officers, employees, or agents of the organization.



**2021-2022 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE**

RESOLVED, that the Governing Board of School District Number _____, County of _____, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the high school(s) listed below (name all high schools in the district):

(If more than four high schools, attach an additional list)

is/are authorized by this, the Governing Board of said school district or school to:

1. _____ Make new application for membership in the Minnesota State High School League; School Enrollment (9-12): _____

OR;

- _____ Renew its membership in the Minnesota State High School League; and,
2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by this Governing Board.

Signing the Resolution for Membership affirms that this Governing Board has viewed the WHY WE PLAY training video which defines the purpose and value of education-based athletic and activity programs and assists school communities in communicating a shared common language.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.

The above Resolution was adopted by the Governing Board of this school district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

Signed: _____
(Clerk/Secretary - Local Governing Board)

Signed: _____
(Superintendent or Head of School)

Date: _____

Date: _____

District Office Address, City, Zip: _____

School Superintendent's Phone: _____

School Superintendent's Email: _____

**This form must be completed and submitted to MSHSL NOT LATER THAN AUGUST 31, 2021
Retain one copy for the school files.**

2020-2021 RESOLUTION FOR MEMBERSHIP

This page must be completed once for each school in the district.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Please complete and return this form with your school's 2021-2022 Resolution for Membership. If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

(Designated School Board Member – please print)

(Designated School Representative – please print)

Email Address

Email Address

208.02 ACTIVITY REPRESENTATIVES

(Boys' Sports – please print)

(Girls' Sports – please print)

(Speech – please print)

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

(Board Member—please print)

(Student—please print)

(Parent—please print)

(Faculty Member—please print)

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

**AGREEMENT BETWEEN
SIBLEY EAST SCHOOL DISTRICT NO. 2310
AND
SIBLEY COUNTY PUBLIC HEALTH AND HUMAN SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2021 by and between Sibley County Public Health and Human Services on behalf of the Sibley County Board of Commissioners, (hereinafter referred to as the County) and Sibley East Schools ISD #2310 Board of Education, (hereinafter referred to as the District) regarding Family Facilitator services to be provided to eligible students and their families under applicable federal and Minnesota law.

WHEREAS, the District has the responsibility to provide interagency case coordination and family counseling and training to eligible students and their families; and

WHEREAS, the County has experience and expertise in providing case coordination and other family-based services to;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, the parties agree as follows:

I. Definitions

Individualized Education Program (IEP): An IEP is a document developed by a student's special education team pursuant to the provisions of 34 C.F.R., 300.346 and MN Rule 3525.2900.

IEP Team: The body of persons given responsibility under state and federal law for drafting a student's IEP.

Related Services: Interagency case management and parent counseling and training services provided to a student and their family shall be considered to constitute "related services" only where specifically designed as such in the student's IEP by the student's IEP Team.

II. Terms of Agreement

1. The following financial considerations shall apply:
 - a. County shall be compensated according to the terms of the Attachment hereto.
 - b. A year-end adjustment on the last monthly statement shall include unexpended salary, health insurance premiums and related overhead expenses.
2. The Agreement will be renewed in one-year terms upon the completion of the initial term. If any party determines that it does not wish to renew the Agreement, it must notify the other party in writing 120 days before the completion of the current term.
3. The Agreement shall terminate upon the first to occur of the following: (a) termination in accordance with this section; (b) upon breach by either party, in the event the non-breaching party elects; or (c) upon mutual written agreement of the parties hereto.
4. In the event any provision of this Agreement or the application thereof to either party or any circumstances is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall remain in full effect.

5. This Agreement constitutes the entire agreement between the parties hereto. No change, amendment, or modification to this Agreement shall be effective unless it is in writing and signed by the parties hereto.
6. Neither party to this Agreement shall have the right to assign any rights hereunder or to delegate or subcontract any of the duties set forth herein without the prior written consent of the other party.
7. The Sibley County Children's Collaborative, Joint Powers Agreement, Addendum B, shall take effect should there be a claim or demand by any governmental agency for a refund or repayment of monies paid to the Sibley County Children's Collaborative, as well as all cost, including attorney's fees for claims of incidental damage or injury (including death) to person or property caused by or sustained in connection with the performance of this agreement.

III. Relationship of Parties

The District agrees that the County shall have the sole responsibility and duty to control its employees, volunteers and agents. Each party to this Agreement shall be free to administer its obligations and duties under this Agreement without any interference from the other party, except as provided herein.

IV. Access to Information

Each party shall provide information on client contacts and services, financial information and other information as requested in writing by the other party.

V. License and Qualifications of Provider's Employees

The County shall provide evidence that each of its employees, volunteers and agents is appropriately experienced, trained, qualified and appropriately licensed to perform any service or task assigned. The County agrees to promptly advise the District, in writing, of any event or circumstance adversely affecting the qualification or licensure of any such employee, volunteer or agent to provide mental health services to students.

VI. Child Protection Background Check

The County will obtain background checks pursuant to Minnesota Child Protection Background Check Act for each employee, volunteer or agent. A report to the County that an employee, volunteer or agent has ever been convicted of a background check crime, as defined at Minnesota Statute 299C.61, shall constitute an event or circumstance adversely affecting the qualification of that employee, volunteer or agent to provide mental health services to students.

VII. School District Policies

The County acknowledges and agrees that its employees, volunteers and its agents will comply with all District Policies and with any amendments to those Policies made during the term of this Agreement, to the extent there is no conflict with County Policies. District and County agree to meet to address conflicting policies, if necessary.

VIII. Providing Related Services to Students

The County acknowledges and agrees that it does not have the power to designate as related services under an IEP those mental health services it provides to students.

The County acknowledges and agrees that any and all related services it provides to students under their IEP's must be consistent with, and must not violate, the provisions of such IEP.

The County acknowledges and agrees that any and all related services it provides to students under their IEP's must be consistent with, and must not violate, provisions of applicable state and federal laws and regulations governing the provision of special education including, but not limited to, regulated interventions, behavior interventions, and corporal punishment.

IX. Data Privacy Considerations

The County acknowledges and agrees that all records generated by School Districts relative to the education of its students are educational data and are classified as private educational data within the meaning of the Minnesota Government Data Practices Act, Minnesota Statute 13.32, subd. 1. Access by the County to a student's educational records shall be pursuant to the provisions of the Minnesota Government Data Practices Act.

To the extent that a student receives mental health services from the County as a related service under the student's IEP, the County acknowledges and agrees that the resulting records are health data and constitute private educational data to which the District will have full and complete access by third parties will be limited accordingly subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statute 13.32, subd.2.

The County and the District recognize and agree that under certain circumstances records generated or maintained by the County in connection with the provision of services pursuant to this Agreement may invoke the application of the Health Insurance Portability and Accountability Act of 1996. In such case, they agree to comply with the requirements of that Act.

The County will allow personnel of the District, the Minnesota Department of Children, Families and Learning, the Minnesota Department of Human Services and the Department of Health and Human Services access to the County facility and records at reasonable hours to exercise their responsibility to monitor purchased services in accordance with applicable data privacy, legislative and regulatory mandates for such activity.

The County agrees to provide each of its employees, volunteers and agents with training regarding the rights of subjects of data under the Minnesota Government Data Practices Act and the Health Insurance and Accountability Act of 1996.

X. Employee Misconduct

The County agrees that upon written notification that an employee, volunteer or agent of County has failed to comply with the requirements of an IEP, has violated a law, has jeopardized the mental or physical health of a student, or disrupted the educational environment for any student, it will promptly substitute another experienced, trained, qualified and licensed employee to provide services, to the extent personnel are available.

XI. Insurance

Each entity will maintain public liability insurance in the statutory minimum amount. Each party will indemnify and hold harmless the other party from acts of negligence by its employees, volunteers and agents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**COUNTY OF SIBLEY
STATE OF MINNESOTA**

BY: Bobbee Harder

Chairperson of the County Board

DATED: 6-8-2021

ATTESTED TO:

BY: [Signature]

Sibley County Administrator

DATED: 6/8/21

APPROVED AS TO LEGALITY AND FORM:

BY: [Signature]

County Attorney

DATED: 6/8/2021

ISD #2310 BOARD OF EDUCATION

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

COMPENSATION ATTACHMENT

District will pay to County on a monthly basis the following:

1. 50% of the base salary, with fringes of each Family Facilitator.
2. 50% of all related expenses of each Family Facilitator including, but not limited to, mileage at the IRS rate, out of pocket expenses, phone, conferences and trainings.

Quote

MileRiver
 51 Sherwood Terr
 Lake Bluff, IL 60044
 United States

 Phone 847-220-8183

Quote # 446791
Date 05/12/2021
Expires 05/17/2021
Contact Cristian Lara

Prepared for Sibley East Schools
 Shelly Battcher
 MN
 United States
 Email michelle.battcher@sibleyeast.org



Buyback Quote

Item	Qty	Each	Total
ASUS C200M Chromebook	200	\$20.00	\$4,000.00
- Must include factory charger			
MileRiver Shipping	1	\$0.00	\$0.00
MileRiver SHIPPING - MileRiver will provide pre-paid shipping labels.			
Guaranteed Minimum Value* - \$2,000	1	\$0.00	\$0.00

Terms:

The above devices are quoted using Grade A pricing.

- Grade B: 25% Deduction
- Grade C: 50% Deduction
- Grade D: (Broken) Recycle

\$5 deduction for engravings.

MileRiver Logistics

MileRiver will provide packing supplies as well as coordinate and cover all costs associated with shipping and logistics.

Secure Data Wipe

All student data will be removed from each device by MileRiver; however, we recommend wiping each device prior to our scheduled pick-up.

Guaranteed Minimum Value

This is the absolute minimum amount that your school should expect to receive back based on the number of devices quoted. This value can adjust based on the actual number of working devices received.

Once devices are shipped or picked up by our logistics team, MileRiver assumes ownership of all devices.

MileRiver will provide a serialized list of only the devices that are iCloud, passcode and DEP locked. Any device that cannot be unlocked will be shipped back to the customer.

The final value is determined by MileRiver based on the condition of each device.

Payment will be processed within 45 days of completing the audit.





Buyback Proposal

Created by:

Mike Parnacott
Tech Defenders

Prepared for:

Shelly battcher
Sibley East Independent School District 2310

Buyback Quote

May 12, 2021

Quote No.: 5237839892
 *Exp. Date: Valid for 15 days

Prepared for Sibley East Independent School
 District 2310
 PO Box 1000
 Arlington, MN 55307

Price by Grade

Product	QTY	MPN	A Grade	B Grade	C Grade	D Grade	F Grade
ASUS Chromebook C200MA - 11.6" (4GB) Black	200	C200MA- DS02	\$46	\$36	\$33	\$22	\$0

ESTIMATED OFFER TOTAL* \$4,792.10

GUARANTEED MINIMUM* \$4,073.29

GRADE VARIATION

Expected Grade Variation
 • See page 4

A Grade	B Grade	C Grade	D Grade	F Grade
1%	20%	30%	30%	19%

LOGISTICS

Shipping Method (check box to confirm)

Make Changes (optional)

Shipping Method: Ground

IMPORTANT QUOTE DETAILS

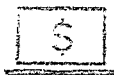
Locked Devices

Devices MUST be unlocked from Cloud, Google Admin, MDM or DEP in order to receive payment for your devices. Learn

Guaranteed Minimum*

Guaranteed minimum is calculated using the quoted device quantity; if the actual number of devices received is different from the quoted,

Your Payment & Shipping Options



Payment Method

Check or Wire Transfer

Tech Defenders will send the total payment one week after the report has been sent and reviewed. The check or wire transfer can be sent to any recipient or organization of your choice. Your Buyback Representative will confirm the address of which the check will be sent to.



Shipping Method

White Glove Service

White Glove Service provides the customer with a packaging and pickup solution for their retired devices for an additional fee. Tech Defenders will arrive on-site, package up the products for safe shipment, and remove them from the organization's property with zero hassle.

3rd Party Shipping

A completely free option where Tech Defenders will provide packaging materials including boxes, packing tape, and bubble wrap to ensure safe shipping. Shipping and packing instructions are included as well as details about coordinating the shipping and/or pickup with your representative.

TBD

If you can't make a decision at the moment, that's okay. Read through further documentation and contact your representative to clear up any questions you may have.



Device Grading

Grading Scale



MINT

No scratches or wear, Certified pre-owned, mint, certified refurbished, or OEM refurbished product.



GREAT

Barely visible but minimal small dings.



AVERAGE

Normal signs of use. Some surface level scratches with minimal & small dings.



POOR

Moderate wear. Some surface level scratches including one to two deeper scratches. Some pitting, dings, & dents may be possible.



BROKEN

Heavier wear, case scarring, deeper scratches, scuffs, pitting, dings, dents, possible LCD imaging or tripped liquid damage indicator, but no sign of corrosion or liquid damage.



LOCKED

Units locked under iCloud, Google Admin, MDM, or DEP.

Deductions

Engraving / Etching

\$5.00 - \$15.00

Based on size and location of the engraved and/or etching.

Note:

Deductions are not made on F Grade units due to value.

Adapters

\$4.00

Missing OEM AC or Apple Adapter

\$5.00

Missing OEM Chromebook Adapter

\$15.00

Missing OEM MacBook, iMac, or Windows Laptop Adapter

Tech Defenders Terms and Conditions

Audit and Condition of Devices

Quotation amount is determined in Tech Defenders' sole discretion by condition of devices (A-F) paired with quantity, and accessories provided.

All data is removed from equipment by Tech Defenders, however it is recommended devices are wiped prior to shipment.

Any device that is received that was not originally quoted will receive Tech Defenders' standard market rate pricing. This pricing will be non-negotiable

Deductions are made on a per device basis, pending evaluation of engraving, accessories (if applicable) and firmware locks.

In the case of units with firmware locks, Tech Defenders will provide a serialized list of the unit(s) that are locked. The customer will have fifteen days to provide proof of unlock in order to restore full, quoted value to the device. Any devices still locked after the fifteen day period will receive \$0 value.

Tech Defenders does not have the ability to unlock devices.

In the event that units are missing vital components, these units will receive \$0 payout value upon reconciliation unless otherwise stated in the agreement. Vital components may include (but are not limited to): LCD, Digitizer, Motherboard, Battery, Keyboard, and Trackpad

Transit Options

Tech Defenders will take responsibility to provide packaging materials and instructions, as well as coordinate the shipping and/or pickup details.

Tech Defenders will also incur all costs associated with the shipping process unless otherwise agreed upon.

The customer will have the product packaged and ready to ship prior to the 'Valid Until' date listed on the agreement. If the product is not shipped on or before the 'Valid Until' date, Tech Defenders reserves the right in its sole and absolute discretion to adjust pricing based on the current market rates. Tech Defenders will provide the shipping service and schedule a pick up of the product accordingly, but it is the customer's sole responsibility to ensure that the devices are ready to ship per Tech Defenders instructions.

Remittance

Payment by check and a full reconciliation of audit results will be provided within 60 days of product receipt unless otherwise agreed upon and notated on the Purchase Order. In the case of units with firmware or other locks being identified, the reconciliation due date will reset upon the release of all units in the batch in question

Title and Finality

Sale is final and title to equipment transfers to Tech Defenders upon pickup.

Tech Defenders may immediately resell equipment following pickup.

Tech Defenders is not liable for discrepancies in quantity of unit(s) upon pickup.

Contract Signature

By signing this document, the authorized signer agrees that the buyback offer is approved and both parties agree to the above terms and conditions.

Sibley East Independent School District 2310

Sibley East Independent School District 2310
PO Box 1000
Arlington, MN 55307

Thank You!

We want to thank you and the rest of your team at Sibley East Independent School District 2310.

We look forward to this process and working with you in the future!





MAXXUM

1350 South Frandsen Ave
Rush City, MN 55069
Phone: 320-358-3239 Fax: 320-358-0756

Equipment Purchase Proposal

Prepared for:

Shelly Battcher

Sibley East Public Schools

Author(s): Stacey Sheffield, Maxxum, Inc.

Reviewer(s): Clark Woodward, Maxxum Inc.

Status: Proposal

Version: 1.1

Date: 05/26/2021

On behalf of Maxxum Inc., thank you for the opportunity to bid on your equipment.

Offer

Maxxum's offer is as follows:

Quantity of approximately 200 ASUS Chromebook C202SA

- Maxxum's offer \$15.00 each

This offer is good for 30 days from date of this proposal and is payable 30 days after audit completion.

Services Provided

Maxxum's offer includes a complete audit of the equipment including model and serial number. Equipment that is not able to be resold will also be audited by serial number, de-manufactured, properly disposed of by US and Minnesota EPA regulations, and a Certificate of Electronic Equipment Destruction will be provided (by serial number) to appropriately transfer custody to Maxxum, Inc. For all hard drives, we capture the serial number of the hard drive and match it to the serial number of the host machine (if applicable) and provide you with a Certificate of Data Destruction. All these documents provide proof of process for your organization. All the documents are uploaded into our web portal **MaxxumSAFE**. **MaxxumSAFE** serves as a document repository as well as proof that a compliant process was followed.

The above offer assumes that the equipment has market value, is working and in good cosmetic condition. Maxxum reserves the opportunity to alter its offer, if after audit, equipment is deemed DOA, in such physical condition that a device cannot be resold, the counts vary from the list of equipment provided, or if power supplies and other peripherals are not included.

Equipment Transportation

Maxxum's offer does include the boxing and transportation of the equipment back to Maxxum.

About Maxxum, Inc.

As one of the largest independently owned and operated ITAD and data destruction companies in the U.S., Maxxum offers cost-effective solutions for the entire IT asset life cycle. For over 20 years, Maxxum has specialized in disposing of technology responsibly, securely, and in compliance with all regulations, while providing the highest possible value for our clients' retired IT assets.

Accreditation

Maxxum is proud to be AAA Certified by the National Association for Information Destruction (NAID). To add further peace of mind, we are insured by Downstream Data Coverage, the only professional liability coverage developed specifically by NAID for data destruction services. This means that our customers are fully protected, while Maxxum operates under the scrutiny of trained outside auditors.

As a AAA Certified member of the National Association for Information Destruction (NAID), Maxxum is routinely audited for compliance with the most progressive standards in information destruction. The NAID AAA Certification program verifies the qualifications of information destruction providers through a comprehensive scheduled and unannounced audit program. This rigorous process supports the needs of organizations around the world by helping them meet numerous laws and regulations requiring protection of confidential information. Attached to this email are both an overview of the NAID AAA Certification program, as well as a copy of Maxxum's current Certificate.

Listed below are some of the program requirements Maxxum meets, and for which we are audited.

As a NAID AAA Certified entity Maxxum must:

- Conduct background checks prior to hiring new employees.
 - Conduct a criminal record search on a county-by-county basis in each county a prospective employee has resided in the previous seven years.
 - Verify employment of prospective employees for the previous seven years.
- Conduct drug screening on prospective employees.
- Conduct random drug testing of all employees throughout their employment.
- Conduct comprehensive third party background checks on owners and officers of Maxxum.
- Require new employees to sign confidentiality agreements.
- Require drivers to meet all applicable commercial licensing requirements.
- Require all vehicles meet USDOT regulations and have lockable cabs and cargo areas.
- Secure all customer materials from unauthorized access during transport and before destruction.
- Maintain written policies and procedures for all employees.
- Require all employees to wear uniforms and picture ID badges.
- Control facility access by physical security measures (card-access readers) to secure processing areas.
- Require all electronic data destruction to meet or exceed NIST SP 800-88 standards.
- Maintain a state-of-the art security system with CCTV, motion-detection, and video retention.
- Maintain general liability insurance of \$2 million.

To set the highest standard for our industry, Maxxum exceeds many of the NAID AAA Certification requirements. For example, on the physical security front, we maintain 1 year of CCTV video where NAID requires 90 days. For liability protection, in addition to NAID's requirement for general liability insurance, we also hold Errors and Omissions and Crime and Dishonesty policies to protect our business and the interests of our clients. Lastly, Maxxum is routinely audited by many of our clients for PCI and HIPAA compliance.

With Maxxum you will receive the highest level of regulatory compliant service available. We will indemnify your organization of all ownership liability and process the equipment according to our industry leading practices.

Proposal Acceptance

Sibley East Schools

Maxxum, Inc.

Authorized Signature *Date*

Authorized Signature *Date*

Print Name

Print Name

Title

Title

From: Terri Tullis terri@it-re.com
Subject: Offer for your Chromebooks
Date: May 14, 2021 at 2:12 PM
To: michelle.batcher@sibleyeast.org

Michelle,

It was a pleasure speaking with you on the phone about your decommissioned Chromebooks and learning more about how we can service your school.

This offer is for:

200-Asus Chromebooks (C202SA-YS02)
Intel Celeron Dual-Core N3060 Processor
1.6 GHz Speed
4GB RAM
16GB Hard Drive
Includes A/C Adapters (around 90% are OEM)
No Engraving
All units removed from your management system

Service we will provide:

Set up and pay for freight to send packing material to school
(Laptop box photo is attached)
Remove all asset tags
Verify each unit is power washed or power wash each unit (your choice)
Provide a serialized spread sheet of each unit we received with detail of condition and grading

I am providing pricing by the grading and providing the description per pricing. Many companies give pricing and then surprises you by removing money on the backside of the audit. I want you to know exactly what our pricing per grade is so we are on the same page.

Offer pricing

B Grade \$20.50 - Unit is fully functional. May have minor scratches or keyboard marks on the LCD not visible while in use. May have minor scratches on the case. No more than one bent corner. May have lightly worn keys. No missing rubber feet.

C Grade \$16.50 – Unit is fully functional. May have moderate scratch on the LCD. May have minor dead pixel or white spots (blemishes) on the LCD. May have moderate to heavy scratches on the case. May have minor to moderate dents, dings, or bent corners. May have moderate worn keys, No cracks, No missing rubber feet.

D Grade \$6.00 – Unit is fully functional. May have heavy scratches on the LCD. May have significant dead pixels or white spots (blemishes) on the LCD. May have heavy scratches on the case. May have heavy dents or dings. May have missing rubber feet. May have heavy worn keys.

F Grade \$3.00 – Unit is non-functional, broken, damaged, not working, missing components.

Please let me know if there are any changes you would like in the service. I may be able

Please let me know if there are any changes you would like in the service. I may be able to adjust the pricing by a small percent if that makes a difference.

Please let me know what the outcome of this opportunity is. I can get you the purchase agreement over and get you packing materials out soon.

Thank you,

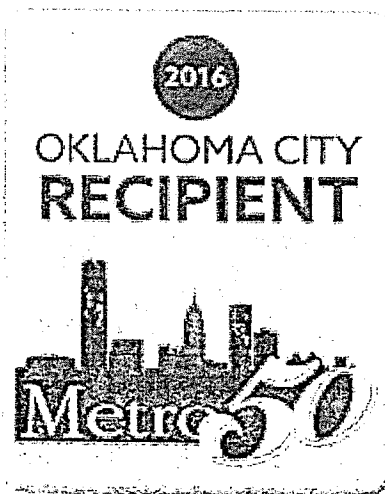
Terri Tullis
Procurement Manager

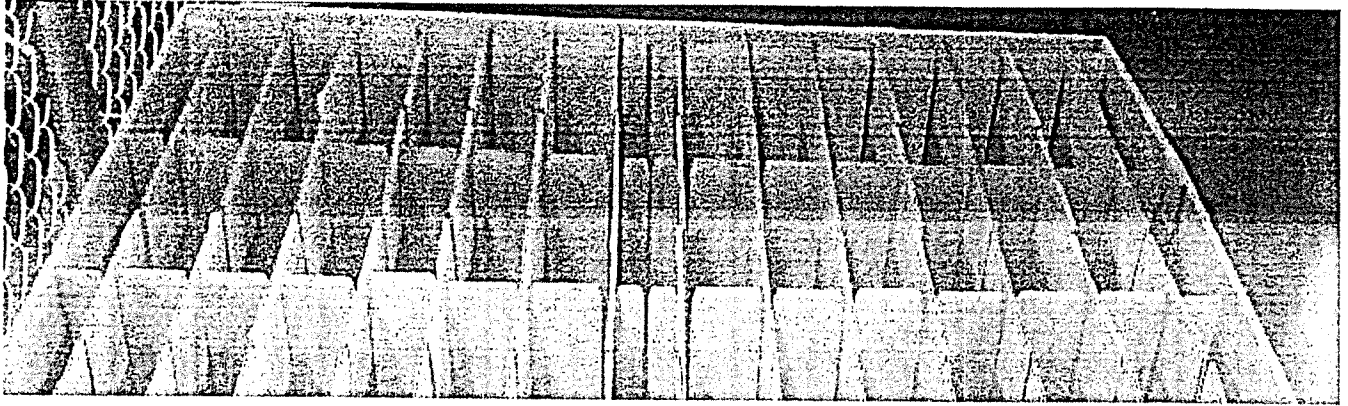


IT-RE, Inc.
24 N.E. 51st Str.
OKC, OK 73105
Office: 405.601.0020 / FAX: 405.463.0684
Skype: terri@it-re.com

Let's choose to be positive and have a great day!!

To be removed from future e-mail correspondence please reply to this e-mail with the word REMOVE in the subject line.







Division of School Finance
1500 Highway 36 West
Roseville, MN 55113-4266

Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only

ED - 02479-07

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UBARS) finance code and by fiscal year in the cells provided.

District Info		Enter Information		District Info		Enter Information	
District Name:	Sibley East Public School	Date:	6/10/2021	District Info:		Date:	6/10/2021
District Number:	2310	Email:	jamna.lassner@slsbevel.org	District Contact Name:	Jamna Lassner		
District Contact Name:	Jamna Lassner			District Contact Phone #	(507) 364-8227		

Expenditure Categories

Finance Code	Category	Fiscal Year (FY) Ending June 30														
		2021 (base year)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031				
347	Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.															
349	Physical Hazards	\$6,433	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	
352	Environmental Health and Safety Management	\$962	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	
358	Asbestos Removal and Encapsulation	\$21,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Health and Safety Capital Projects \$100,000 or More		\$27,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000	
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 12A0D.151																
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner, Total Remodeling for Approved Voluntary Pre-K Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
357	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Accessibility Projects		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Deferred Capital Expenditures and Maintenance Projects																
Category (3)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Category (4)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Category (5)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Finance Code	Category	Fiscal Year (FY) Ending June 30													
		2021 (base year)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031			
368	Building Envelope	\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
369	Building Hardware and Equipment	\$2,347	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
370	Electrical	\$1,034	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
379	Interior Surfaces	\$0	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000
380	Mechanical Systems	\$13,240	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000
381	Plumbing	\$5,524	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
382	Professional Services and Salary	\$0	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
383	Roof Systems	\$215,704	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
384	Site Projects	\$78,995	\$2,500	\$47,500	\$102,500	\$55,000	\$80,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Total Deferred Capital Expense and Maintenance		\$316,843	\$242,500	\$282,500	\$332,500	\$245,000	\$320,000	\$320,000	\$320,000	\$320,000	\$320,000	\$320,000	\$320,000	\$320,000	\$320,000
Total Annual 10-Year Plan Expenditures		\$316,843	\$294,500	\$334,500	\$384,500	\$297,000	\$302,000	\$272,000	\$269,000	\$269,000	\$269,000	\$269,000	\$269,000	\$269,000	\$269,000
Fund Balance Section															

Fund 01		Fiscal Year (FY) Ending June 30									
Beginning Fund Balance	2021 (base year)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
\$53,340	\$53,340	\$53,340	\$53,340	\$53,340	\$53,340	\$53,340	\$53,340	\$53,340	\$53,340	\$53,340	\$53,340
\$117,322	\$117,322	\$117,322	\$117,322	\$117,322	\$117,322	\$117,322	\$117,322	\$117,322	\$117,322	\$117,322	\$117,322
\$106,185	\$106,185	\$106,185	\$106,185	\$106,185	\$106,185	\$106,185	\$106,185	\$106,185	\$106,185	\$106,185	\$106,185

Fund 06		Fiscal Year (FY) Ending June 30									
Beginning Fund Balance	2021 (base year)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

End of worksheet

FY 23 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection											
Revised 5/12/2021											
2310	<= Type in School District Number										
SIBLEY EAST SCHOOL DISTRICT											
<i>Calculations for Ten Year Projection</i>											
		Pay 21	LLC #	Payable 2021 LLC Certification	Current Estimate						
60	General Fund Equalized Levy = (58) * (41)	494	494	FY 2022	198,858	FY 2023	198,861	FY 2024	207,196	FY 2025	213,679
61	General Fund Unequalized Levy = (57) - (58)	495	495	FY 2022	-	FY 2023	198,861	FY 2024	207,196	FY 2025	213,679
62	Total General Fund Levy = (60) + (61)	496	496	FY 2022	198,858	FY 2023	198,861	FY 2024	207,196	FY 2025	213,679
Notes:											
1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid.											
2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan.											
3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.											

FY 2020 Operational Budget for LTFM, Operating Capital, Remaining Bond Funds

Current Funds based on 3/21/21 What If
5/15/21

Operating Capital FY 22		LTFM FY 22		Bond Funds	
Aid	\$ 122,635.00	Aid	\$ 106,185.00	Balance of Funds 5/20/20	\$ -
Levy	\$ 121,953.00	Levy	\$ 190,918.00	Designated FFE Funds	\$ -
Total FY 22	\$ 244,588.00	Total FY 22	\$ 297,103.00	Gaylord Elementary	\$ -
Reserve Estimate FY21	\$ 62,722.00	Reserve Estimate FY21	\$ (148,877.00)	Arlington MS/HS	\$ -
				Contingency	\$ -
				Bond Earnings	\$ -
				Balance to Finish per AIA	\$ -
Total Funds Available FY 22	\$ 307,310.00	Total Funds Available FY 22	\$ 148,226.00	Total Funds Available	\$ -
Proposed FY 22 Expenditures	\$ 307,310.00	Proposed FY 22 Expenditures	\$ 148,226.00	Proposed FY 22 Expenditures	\$ -
Admin Tech Services-108	\$ 25,000.00	Physical Hazards 347	\$ 15,000.00	Designated FFE Funds	\$ -
Admin Sal/Ben	\$ 25,000.00	elevator and lift inspections	\$ 5,000.00	South Lobby Furnishing	\$ -
OTH Instr Supp Serv-605	\$ -	Woodchips	\$ 1,000.00	Grand Plano Fund Match	\$ -
Casper Software	\$ -	PPE	\$ 2,000.00		
Technology	\$ -	Pool & Kitchen Inspections	\$ 2,000.00	Contingency	\$ -
Instruc-Related Technology-630	\$ 25,000.00	Other Hazardous Mat 349	\$ 2,000.00	Bond Earnings	\$ -
Sal/Ben	\$ 25,000.00	Disposal fees	\$ 2,000.00	Balance to Finish per AIA	\$ -
Public Transportation-760	\$ -				
		Envr HLT/SFTY MGNMNT 352	\$ 25,000.00	Elementary Desks	\$ -
Capital Facilities-850	\$ 124,633.00	Service Fees Harbo Consulting	\$ 20,000.00	Batting Cage-Arlington	\$ -
copy machine lease yr 4/5	\$ 45,000.00	Blood borne Pathogen Training	\$ 2,000.00	Tiered Seating Choir Room	\$ -
special assessments	\$ 30,000.00	Service Cooperative	\$ 1,000.00	Tables for FACS	\$ -
		Fire Safety 363	\$ 10,000.00	Office Chairs	\$ -
Sibley Medical Center-Health Occupations	\$ 40,720.00	Inspections, Fire, smoke, sprinkler	\$ 10,000.00	MS/HS Desks	\$ -
River Bend Lease (based on 20-21 amount)	\$ 1,500.00	Gen Exp Building Envelope 368	\$ 10,000.00	Fitness Center Gladiator	\$ -
Gaylord Baseball Field/Tennis Courts	\$ 25,000.00	Building Envelope and Hardware	\$ 2,500.00	MS/HS Carpet three rooms	\$ -
Elem Ed-203	\$ 12,500.00	LTFM BLDG HDWE & EQUIP 369	\$ 10,000.00	Pool or MS/HS West Roof	\$ -
Text Books/Workbooks	\$ 12,500.00	Pool Doors	\$ 10,000.00		
Technology	\$ 12,500.00	LTFM Electrical 370	\$ 10,000.00	Bond Earnings	\$ -
Sibley East Jr. High-230	\$ 6,250.00	Supplies	\$ 12,500.00	Access Points/Network	\$ -
Text Books/Workbooks	\$ 6,250.00	LTFM Interior Surfaces 379	\$ 21,000.00	Cost after E-Rate	\$ -
Technology	\$ 6,250.00	Supplies	\$ 12,500.00		
Sibley East Sr. High-300	\$ 20,500.00	LTFM Mechanical Systems 380	\$ 14,000.00		
Text Books/Workbooks	\$ 6,250.00	General Maintenance HVAC	\$ 10,000.00		
Technology	\$ 6,250.00				
Athletics Equipment	\$ 10,000.00	LTFM Plumbing 381	\$ 10,000.00		
District Technology	\$ -	General Maintenance	\$ 10,000.00		
Server	\$ -	LTFM Prof Svcs & Salary 382	\$ 75,000.00		
Purchase Total	\$ 227,220.00	LTFM Roof Systems 383	\$ 40,000.00		
Budget Total	\$ 232,633.00	Pool or MS/HS West Roof	\$ -		
Subtract Transportation/Medical Center	\$ -				
Reserve FY 22	\$ 74,677.00				
		LTFM Site Projects	\$ 52,500.00	Purchase Total	\$ -
		Parking lot resealing (Arlington)	\$ 20,000.00	Total	\$ -
		Track Set-Aside	\$ 20,000.00	Remaining Funds	\$ -
		General Expenditures	\$ 10,000.00		
		Project Total	\$ 222,500.00		
		Budget Total	\$ 294,500.00		
		Plus/Minus	\$ -		
		Reserve FY 21	\$ (74,274.00)		

PO BOX 961
ARLINGTON MN 55307

5/10/21

75-432/919

Date

CHECK ARMOR
PROTECTION

Pay to the
Order of

SE Trap Shoot Team

\$ 250⁰⁰/₁₀₀

Two hundred & fifty & 00/100

Dollars

Photo
Safe
Deposit
Details on back



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BANKING - INSURANCE

230 West Main PO Box 650
ARLINGTON, MN 55307
(507) 984-2256
www.aringtonstatebank.com

For Donation

Eunice Bonebrake

28



VETERANS OF FOREIGN WARS
NEW AUBURN POST NO. 7266
CHARITABLE GAMBLING FUND
P.O. BOX 69
NEW AUBURN, MN 55366

8101

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Protection for Business

DATE 5-14-2021 75-1616/919

PAY
TO THE
ORDER OF

Sibley East Public Schools

\$ 400

Four hundred

DOLLARS



FOR TRAP TEAM

Donet E. Moore
COMMANDER
GAMBLING MANAGER

Trap Team Donations

Donation Disbursement Report

Current Date: 05/26/2021

SIBLEY EAST PUBLIC SCHOOLS ISD #2310
PO BOX 1000
ARLINGTON, MN, 55307

Funding Source: Company
Payment Date: 05/21/2021
Payment Method: ACH
Payment Number: ACH_2852511
Payment Amount: \$2,000.00
Client ID: 4214

This disbursement recognizes the generous donations made at the request of the following donors.

Gift ID	Donation Date(s)	Donor Information	Proposal Type	Designation	Donation Amount	Processing & Merchant Fees	Payment Amount
213616937	04/14/2021	Mark Lundstrom 553342295	Matching Gift		\$2,000.00	\$0.00	\$2,000.00

Thank you for your dedication to making incredible happen in our communities!

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CyberGrants Payment Notification: 4214-ACH_2852511

1 message

donotreply@cybergrants.com <donotreply@cybergrants.com>

Fri, May 21, 2021 at 2:50 PM

Reply-To: statefarmsupport@cybergrants.com

To: janna.tessmer@sibleyeast.org

May 21, 2021

SIBLEY EAST PUBLIC SCHOOLS ISD #2310 PO BOX 1000 ARLINGTON, MN 55307 US

Congratulations on the recent donation to your organization from Charities Aid Foundation America in the amount of **\$2,000.00** as recommended by State Farm. To view the details of this donation - including any information released by the participating donor(s) - please sign in to the following web portal:

www.cybergrants.com/npo/4214

If you are a first time visitor to the State Farm portal, please utilize this unique Access Code to create credentials and access the site:

LMLBAWKAGYYIYAALZ NJD

Please allow three to five business days from the date of this email for ACH payments to appear in your online bank account. If you elected to receive paper checks, please allow seven to ten business days for delivery.

If you have any difficulty accessing the site or questions regarding this payment, please click reply on this message. Make sure you reference the Client ID and Payment Number of this payment in your correspondence.

Thank you,

The CyberGrants Team

Client ID: 4214
Payment Number: ACH_2852511
Payment Date: May 21, 2021
Payment Amount: \$2,000.00
Payment Method: ACH

Interested in a single sign-in to CyberGrants with the ability to search for payments?



A free upgrade to your CyberGrants experience makes this possible: FrontDoor gives nonprofit administrators access to all of the corporate portals hosted on CyberGrants through a **single** web address, email, and password.

Register your organization today! Visit www.cybergrants.com/frontdoor to learn more and register.

NEW AUBURN FIRE DEPT.

RELIEF ASSOCIATION
CHARITABLE GAMBLING FUND
NEW AUBURN, MN 55366

DATE 5-17-21 75-1616/919

PAY TO THE ORDER OF Sibley East Trap Shooting team \$ 1,000

one thousand ⁰⁰/₁₀₀ DOLLARS



FOR Trap Team

Brett Rusk
Loren

Trap Team Donation

✓

TRAP
Team
Donations

BUS-100 (Printed By Bank-A-Count)

PERENNIAL BANK
www.perennialbank.com

PAY TO THE ORDER OF Five Hundred and no/100 \$ 500.00

Sibley East Trap Team

TANKER BAY BAR & LANES, INC.
PH 507-647-5598
102 N CARVER
WINTHROP, MN 55396

5-9-21 20 21

9056 75-1130/919

FOR _____

Barber

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MEMO

Citizens
BANK MINNESOTA
PO BOX 51, LAYFORD, MN 55334
507-237-5521

PAY TO THE ORDER OF Five hundred & no/100 \$ 500.00

DATE 5/1/21

Angela Horn

HONL'S BEES, INC.
33881 STATE HWY. 22 PH. 507-246-5228
GAYLORD, MN 55334

75-119/919

1977

ARLINGTON STORAGE INC.
24860 441st AVE.
ARLINGTON, MN 55307

4-27 20 21

2213 75-133/919

R/RADARHOR

PAY TO THE ORDER OF Twenty five and no/100 \$ 25.00

FIRST NATIONAL BANK MINNESOTA
209 MAIN AVE
GAYLORD, MN 55334
(507) 237-5521

Barber Sibley

BANK MONEY ORDER

191878

REMITTER

ARLINGTON STATE BANK

DATE 5/5/21

75-432/919
081189

PAY TO THE ORDER OF SIBLEY EAST

\$ 2,000.00

ARLINGTON STATE BANK \$2,000.00 DOLLARS

DOLLARS

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK AND A THERMOCHROMIC ICON. ABSENCE OF THESE FEATURES WILL INDICATE A COPY

ARLINGTON STATE BANK BANKING - INSURANCE

230 WEST MAIN - P.O. BOX 680
ARLINGTON, MINNESOTA 55307-0680

2nd HALF BASEBALL SCOREBOARD AD

AUTHORIZED SIGNATURE
Steph. E. Johnson

MP

BANK MONEY ORDER

191877

REMITTER

ARLINGTON STATE BANK

DATE 5/3/21

75-432/919
081189

PAY TO THE ORDER OF SIBLEY EAST

\$ 2,000.00

ARLINGTON STATE BANK \$2,000.00 DOLLARS

DOLLARS

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK AND A THERMOCHROMIC ICON. ABSENCE OF THESE FEATURES WILL INDICATE A COPY

ARLINGTON STATE BANK BANKING - INSURANCE

230 WEST MAIN - P.O. BOX 680
ARLINGTON, MINNESOTA 55307-0680

1st Half Baseball Scoreboard Ad

AUTHORIZED SIGNATURE
Steph. E. Johnson

MP

Scoreboard Donations



VETERANS OF FOREIGN WARS
NEW AUBURN POST NO. 7266
CHARITABLE GAMBLING FUND

P.O. BOX 69
NEW AUBURN, MN 55366

8110

ESShieldTM Check Fraud
Protection for Business

75-1616/919

DATE 5-27-2021

PAY
TO THE
ORDER OF

Sibley East School

\$ 250

Two Hundred Fifty

DOLLARS



Daniel E. Moran
POST COMMANDER
James King
GAMBLING MANAGER

FOR _____

Athletics Donation

AMERICAN LEGION
SCHARMER - BERGER POST NO. 250
PO BOX 451
ARLINGTON MN 55307

5318

75-432/919

6-1-2021

Date



Pay to the
Order of SIBLEY EAST BAND

\$ 100.00

ONE HUNDRED & NO/100

Dollars



ARLINGTON STATE BANK
BANKING - INSURANCE

230 West Main PO Box 860
ARLINGTON, MN 55307
(507) 984-2258
www.arlingtonstatebank.com

For MEMORIAL DAY

Lowell Nagel
Halas Wills AP

AMERICAN LEGION POST 433

329 MAIN AVE
PO BOX 502
GAYLORD, MN 55334

6147

75-876/919

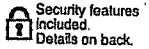
Date 5-31-21

Pay to the
order of Jim Callahan

\$ 50.00

fifty Dollars

Dollars



ProGrowth® Bank

888.244.3490 / www.progrowth.com

For Memorial Day Program

Chick Crick NP

Main Street Vintage

Band Donations

SIBLEY ELECTRIC INCORPORATED

47101 250TH ST
PO BOX 794
GAYLORD MN 55334
507 237 2025

First Minnesota Bank
606 EAST 11TH STREET
GLENCOE MN 55336
75-235/919

9651

6/1/2021

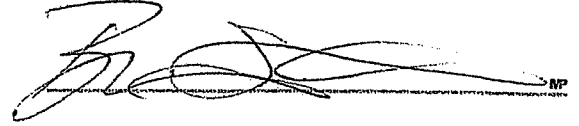
*Pay to the
Order of*

SIBLEY EAST FOOTBALL

\$ **2,500.00

Two Thousand Five Hundred and 00/100******Dollars*

SIBLEY EAST FOOTBALL
ATTN: COACH ALAN HALVERSON
PO BOX 1000
ARLINGTON MN 55307



2021 SE FOOTBALL SEASON - DONATION


Football Donation

GREEN ISLE LIONS CLUB
20472 371ST AVE
GREEN ISLE, MN 55338

5967
75-505/919

10/11/21
DATE

PAY TO THE ORDER OF Sibley East \$ 200.⁰⁰
Two hundred & no/100 DOLLARS

 CORNERSTONE STATE BANK
507-326-3200
451 3RD STREET • PO BOX 128
GREEN ISLE, MINNESOTA 55338-0128
24 HOUR TOUCH TONE TELLER 1-888-722-2772

FOR Track Awards Susan m Vos MP


Track Awards Donation

WILLIAM R SAMPSON JR
PO BOX 466
ARLINGTON, MN 55307

5-20-21
DATE

1517
75-876/919

PAY TO THE ORDER OF Sibley East FFA \$ 1000.00
One thousand and 00/100 DOLLARS

 ProGrowth Bank
888.244.3490 / www.progrowth.com

FOR Fran Sampson William R Sampson Jr MP

FFA Donation

Northland Drying, LLC
100 Henderson Dr.
Arlington, MN 55307

79-578/759

DATE June 4-2021

PAY TO THE ORDER OF SIBLEY EAST PUBLIC SCHOOLS

\$2000.⁰⁰/₁₀₀

Two Thousand & 00/100

DOLLARS

Security Features
Included.
Details on Back.



First
Business
Bank.

FOR Scoreboard Spenser 1st 1/2

MP

Scoreboard Donation

1908 Orchard Ridge
Saint Peter, MN 56082

75-405/019

5/5/2021 20

PAY TO THE ORDER OF

Sibley East

\$ 250.00

two hundred fifty dollars and 00/100

DOLLARS Security features are included. Details on back.

Pioneer Bank

FOR AVID Scholarship

Jon Hazelwood

NP

Jon Hazelwood
Jon Hazelwood
307 East Alden Street
ARLINGTON, MN 55307

5749
75-133/019

5-17-20

Pay to the Order of Sibley East Schools

\$ 150.00

one hundred and fifty 00/100

Dollars Security features are included. Details on back.

First National Bank of Minnesota
209 Main Avenue
Gaylord, MN 55334

FOR AVID Scholarship

Jon Hazelwood

NP

AVID Scholarship Donations