AGENDA
CHASKA CITY COUNCIL
CHASKA CITY HALL - COUNCIL CHAMBERS & ZOOM
Monday, May 1, 2023
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Visitor Presentation
    - 5.A. SouthWest Transit - Update on New Partnership with Lyft
6. Approve Previous Meeting Minutes
    - 6.A. City Council Meeting Minutes of 4-17-2023
7. Consent Items
    - 7.A. Infrastructure Investment and Jobs Act Grant Opportunity - Electric
    - 7.B. Temporary On-Sale Intoxicating License for Guardian Angels Church
    - 7.C. Approval of 2022 interfund Transfers
    - 7.D. Adopt Resolution 2023-41 - Accepting Gifts and Donations
    - 7.E. Adopt Resolution Number 2023-44 Authorizing Preparation of Construction for Creek Road Improvement Project
8. Action Items
    - 8.A. Adopt Resolution No. 2023-42 Relating to Conduit Financing on behalf of Ridgeview Medical Center
9. Bills
    - 9.A. ACCOUNTS PAYABLE CLAIMS ROSTER 5-1-2023
10. Other Business
    - 10.A. Hawk Pride Recap

11. Adjourn

Chaska Economic Development Authority Meeting
Immediately following City Council

DRAFT

- MINUTES -
CHASKA CITY COUNCIL
APRIL 17, 2023

1. Call to Order
The meeting was called to order by Mayor Windschitl at 7 p.m.

2.Pledge of Allegiance

3. Roll Call
Roll call was taken. Present: Mayor Windschitl and Councilmembers Grau, Hatfield, Hubbard, and Huang.

Absent: None.

Also Present: Matt Podhradsky, City Administrator; Noel Graczyk, Administrative Services Director; Kevin Wright, Communication Director; Elise Durbin, Assistant Administrator; Marshall Grange, Parks and Recreation Director; Nate Kabat, Community Development Director; Liz Hanson, City Planner; Mike Melchert, City Attorney; Matt Haefner, Water and Sewer Director; and Matt Clark, City Engineer.

4. Adopt the Agenda
Motion by Councilmember Hubbard, second by Councilmember Hatfield to adopt the agenda as presented. Motion carried.

5. Visitor Presentation
5.A. Representative Nash – Legislative Update
This presentation was canceled because Representative Nash was unavailable at the last minute.

6. Approve Previous Meeting Minutes
6.A. Approve the April 3, 2023 City Council Meeting Minutes
Motion by Councilmember Hubbard, second by Councilmember Hatfield to approve the minutes of the April 3, 2023 City Council meeting.
Motion carried.

7. Consent Agenda
Motion by Councilmember Hatfield, second by Councilmember Grau to approve the Consent Agenda Items A through B:

A. Adopt Resolution 2023-33 Authorizing Participating in National Opioid Settlements

Motion to adopt Resolution No. 2023-33 to authorize the City Administrator to sign the amended MOA and take measures needed to participate in the opioid settlements.

B. Adopt Resolution No. 2023-34 Approving the Final Plat for Oak Creek 2nd Addition/DR Horton/PC #2023-10

Motion to adopt Resolution No. 2023-34 approving the Final Plat for Oak Creek 2nd Addition (PC #2023-11).
Motion carried.

8. Action Items

8.A. Adopt Resolution No. 2023-36 Denying the Variance to the Bavaria Road Setback at 1142 Rosemary Lane/Jimmy Son/PC #2023-09

City Administrator Podhradsky introduced the item to the Council and City Planner Elizabeth Hanson provided a presentation on it.

Councilmember Hubbard asked what the road would look like if it became an arterial road. City Administrator Podhradsky stated the road would be widened. There are issues with the closeness of the buildings and the setbacks for different types of roads.

Councilmember Hubbard added the property is a higher elevation than the road. She asked if that impacts safety. City Administrator Podhradsky stated that depends on future development of the road. The true issue is setting a precedent for future variances.

Councilmember Grau pointed out they don't have concerns about the sport court but about the setback itself. Councilmember Hatfield noted it is a difficult decision.

Councilmember Huang asked if the precedent would be that all houses on the street would be eligible to add a sport court or the like. City Administrator Podhradsky confirmed that was correct. Councilmember Huang added it could impact any additions to other residences. City Administrator Podhradsky explained it could set a precedent regarding all setbacks.

Councilmember Huang asked if such a decision could open the City to legal retaliation, particularly if there is a safety issue. City Attorney Matt Melchert stated the variance analysis is based on if a lot has a unique situation that would allow for a variance.

Community Development Director Nate Kabat pointed out many decks and homes in that area are built all the way up to the setback. Some decks may receive variances for the setback because they are not permanent structures. However, the proposed sport court would require foundation to be laid and similar permanent construction efforts.

Jimmy Sun, 1142 Rosemary Lane, is the applicant for the matter. He explained his family has had a dream to have a sport court and stay in the community. They hired a contractor to create the plans. Mr. Sun explained the sport court would be for all kids in the neighborhood to use as they are a tight-knit community. He added he understands the concern for a precedent, though he wishes each application could be considered by its own merit.

Mayor Windschitl explained how impactful a precedent can be for the City and for future Councils. Councilmember Grau added the City can get into trouble by relying on merits of the applicant.

Councilmember Huang pointed out how well-done the proposal was and the applicant's investment in the community. Councilmember Hubbard noted her agreement.

8.A.i. Resolution No. 2023-37 Approving the Variance
Motion by Councilmember Huang, second by Councilmember Hatfield to adopt Resolution No. 2023-36 denying the major variance request to encroach into the 125-foot Bavaria Road setback by twelve (12) feet for the purpose of an indoor sport court building addition, as established by the City regulations, based upon the staff report and the following findings:

1. Practical difficulties due to unique physical characteristics of the property do not exist. The property is similar in size and character to the other lots on Rosemary Lane. The Bavaria Road setback is applied on all lots adjacent to the roadway and not just this lot.
2. The Bavaria Road setback regulation alone cannot be considered a practical difficulty to grant a variance. This setback equally applies to other lots on Rosemary Lane abutting Bavaria Road, and all lots along Bavaria Road north of Pioneer Trail, and thus is not unique to this property. Furthermore, the setback regulation has not resulted in an unreasonable use of the property.
3. The variance, if granted, will alter the essential character of the area. A rear building addition encroaching into the minimum building setback would set a negative precedence for other homes along Bavaria Road. Granting this variance would alter the viewshed along the roadway.
4. The variance, if granted, is contrary to the intent and purpose of the City's Comprehensive Plan and zoning regulations (Section 15.28.100.A and PRD- 53), which require a 125-foot centerline setback from Bavaria Road based upon its current and future classification. The 125 foot setback is necessary as it seeks to provide adequate separation and safe conditions for nearby uses.

Motion carried.

8.B. Adopt the Resolution Nos. 2023-38 and 2023-39 and Ordinance No. 1033 Approving the Preliminary Site & Building Plan, Preliminary Plat, Zoning Ordinance Amendment (ZOA) and Variance for Chaska Yards/Carver County CDA/PC #2023-01
City Administrator Podhradsky introduced the item to the Council and City Planner Elizabeth Hanson provided a presentation on it.

Councilmember Hatfield asked how many more steps there are with State Historic Preservation Office. They go through a three-step process, similar to what the City does.

Community Development Director Nate Kabat noted this is the first time the Council has received the proposal. There was a similar request submitted previously, but it was canceled and revised to include lot lines.

Councilmember Hatfield stated the project looks great.

Councilmember Hubbard asked if there will be designated signage regarding public or private driveways. Mayor Windschitl stated they would likely add it down the line if needed.

Councilmember Huang agreed it was a cool project, and he thanked staff and the other parties for their effort. City Administrator Podhradsky noted the most difficult piece of the project was the financial piece, and the developers sought out several grants to make the project happen.

Motion by Councilmember Huang, second by Councilmember Grau to adopt Resolution No. 2023-38 approving the Preliminary Site & Building Plan and Preliminary Plat for 4 housing units on the Ess Lot and Ernst Home (Chaska Yards) (PC #2023-01).
Motion carried.

8.B.i. Resolution No. 2023-39 Approving the Variance
Motion by Councilmember Hatfield, second by Councilmember Grau to adopt Resolution No. 2023-39 approving the Variance to Section 15.16.020.F.1. PRD Building Setbacks and Building Separation to reduce the Building Setback from 30 feet to 7 feet 8 inches and the building separation from 25 feet to 8 feet.
Motion carried.

8.B.ii. Ordinance No. 1033 Approving the Zoning Ordinance Amendment
Motion by Councilmember Hubbard, second by Councilmember Huang to adopt Ordinance No. 1033 approving the zoning ordinance amendment (ZOA) to PRD-74.
Motion carried.

8.C. Adopt Resolution No. 2023-40 Approving the Concept Plan for 3740 Chestnut Street/Audrius Asakenas/PC #2023-11
City Administrator Podhradsky introduced the item to the Council and Elizabeth Hanson provided a presentation on it.

Mayor Windschitl commented it is a great project. Councilmember Hubbard noted her appreciation for the thoughtfulness put into the project by the developer.

Motion by Councilmember Huang, second by Councilmember Hatfield to adopt Ordinance No. 2023-40. Motion carried.

8.D. Transient Accommodation Renewals
City Administrator Podhradsky introduced the item to the Council and Chief of Police Ryan Seibert provided a presentation on it.

City Administrator Podhradsky asked how long someone can stay in transient accommodations. City Attorney Mike Melchert stated the length of time is 30 days according to City ordinance.

Chief Seibert added the Police Department is rather particular in what they consider a qualifying call. For example, a call for medical assistance doesn't count as a qualifying call. City Administrator Podhradsky added the City doesn't want them to discourage calls for service due to the ordinance.

Chief Seibert continued the Staff presentation.

Councilmember Huang asked what happens if a transient accommodation at level III fails to meet the requirements. Mr. Melchert stated the transient accommodation has until August 1 to meet the requirements. If not, the Council has the option to suspend or revoke the hotel's license. The business would have hearing rights.

Mayor Windschitl asked if the City has mechanisms to change processes for organizations that place folks in the hotel. Chief Seibert explained the Police Department has previously had discussions with the organizations. The organizations need to have their own procedure to handle mental health considerations and placements.

Mayor Windschitl asked if TownSquare Place is still used as a hotel. Chief Seibert stated it is likely a relatively small percentage of rooms used as a traditional hotel room. Mayor Windschitl added no one from TownSquare Place has shown up to speak for themselves. Also, the proposed ordinance uses a lot of Staff time, on top of the amount of Staff time already allotted to handling issues at TownSquare Place.

Councilmember Hatfield stated using the ordinance as it is meant to be used starts to address the issues at hand. There are implications if the City were to say TownSquare Place couldn't take vouchers anymore. The facilities need to have better management. City Administrator Podhradsky agreed it is the responsibility of the management.

Mayor Windschitl asked what happens beyond level III. Mr. Melchert noted the hotel would need to hire a security guard from 6:00 p.m. to 6:00 a.m. daily as part of the requirements for level III. It would be extremely expensive, but it may take off pressure from the Police Department.

Councilmember Hatfield asked how the phasing would work in comparison to the August deadline. Chief Seibert stated there would be an ongoing review of incidents at a particular transient accommodation. If there is a pattern of incidents, then they would work with the hotel to start phasing in a 24/7 front desk employee or an armed security guard.

Councilmember Grau asked if there was progress made in August but issues in October, would the Council still be able to revoke the license. City Administrator Podhradsky stated there would be a certain time period after the August 1 date for the Council to make a decision.

Chief Seibert added any ambiguity has been eliminated due to conversations with the hotels and written letters to the hotel. City Administrator Podhradsky pointed out Chaska introduced the ordinance in 2018, so it is a relatively new issue for Chaska.

Councilmember Grau noted it is important to take action to assist businesses or residents in the area and maintain the integrity of the City.

Mayor Windschitl asked if the owners themselves have been engaged in the process. Chief Seibert explained management is on-site, but he hasn't had dialogue with the official owner of

TownSquare Place. Letters were sent directly to the owner, but it is management who has communication with the Police Department.

Councilmember Huang asked if the calls for service in the surrounding neighborhood have been tracked. There are likely issues overflowing from the hotel. Chief Seibert stated it depends on the situation. A felony in the neighborhood that can be directly tied to the hotel would be considered as a qualifying offense. However, it is more difficult to prove a connection for a call for service.

Councilmember Hubbard stated the facilities certain individuals are being placed in do not have the support needed to help the individuals succeed. The vouchers are important for people to have a safe place to stay, but there are other issues the individual may be experiencing that may promote criminal activity. The largest issue at hand is creating a better support structure in Chaska and the County.

Councilmember Huang added it would be helpful to add a higher quality hotel to the area, but they have not shown interest in the past because of the proportion of rooms to the population of Chaska.

Motion by Councilmember Hatfield, second by Councilmember Huang to approve the 2023-2024 transient accommodation licenses effective May 1, 2023 through April 30, 2024.

Mayor Windschitl stated he doesn't want to support the proposal, but they need to continue with the process.

Motion carried.

9. Bills
9.A. Accounts Payable Claims Roster 17-4-2023
The Council requested further information about bills on pages 8, 12, and 17.

City Administrator Podhradsky provided further information regarding those bills.

Motion by Councilmember Huang, second by Councilmember Hatfield to approve the bills as presented. Roll call was taken. Voting aye: Councilmembers Hatfield, Hubbard, Huang, Grau and Mayor Windschitl. Voting nay: None
Motion carried.

10. Other Business
10.A. City Administrator's Report

10.A.i. Bi-Weekly Report 17-4-2023
Councilmember Grau:
- Noted the proposed development site looks good.
- Encouraged folks to abide by the construction signage.

- Asked if there are flood concerns for Chaska. City Administrator Podhradsky stated there are not concerns.

Councilmember Huang:
- Noted there is Food Distribution coming up on Thursday at 11:30 a.m.
- Stated on April 26 at the Chaska Event Center there is a first responder luncheon celebration.
- Pointed out Christmas in May is coming up on May 6, 2023.
- Shared May 10 is Taste of Chaska, and there will be live music.
- Stated July 14-15 the Fire and Ice Festival.
- Added July 28-30 is River City Days.
- Stated there is an interim CEO of Southwest Transit. Councilmember Hatfield provided a summary of the CEO search.
- Asked for an update on Hwy 41. City Administrator Podhradsky provided an update on Hwy 41 and explained new signage will be placed reflecting the changes. Councilmember Hubbard noted it would be helpful for the Council to have ongoing updates on the construction.

Councilmember Hubbard:
- Stated tomorrow is Tax Day.
- Pointed out a Community Center Task Force meeting is also tomorrow.
- Noted the Earth Day Celebration is Saturday, April 22, and it is a family event.
- Encouraged community members to continue shopping downtown.

Councilmember Hatfield:
- Explained, in response to social media posts, that the Council is in strong support of the downtown businesses. She noted there are regular meetings by the Downtown Business Alliance, and the businesses and City have worked together to strategize with the construction. There are opportunities for businesses to participate in the Farmer's Market, to add information to *The Herald* mailer, to access sandwich board signs, and to attend monthly meetings with the Downtown Business Alliance to liaise with Councilmembers and City Staff.
- Stated Coffee with a Cop is Thursday, April 20 at Dunn Brothers.
- Added Squad Car Storytime will be April 22, 2023 at 10:30 a.m.

Mayor Windschitl:
- Encouraged community members to attend Christmas in May on May 6, 2023.

<u>10.B. Financial Reports as of 02/28/2023</u>

<u>11. Adjourn</u>
Motion by Councilmember Huang, second by Councilmember Hatfield, to adjourn the meeting at 10:51 p.m.
Motion carried.

REQUEST FOR ACTION
CHASKA CITY COUNCIL
5/1/2023

Subject: Infrastructure Investment and Jobs Act Grant Opportunity - Electric

Prepared By: Pete Wyffels, Electric Director

The Department of Energy seeks to deploy and catalyze transmission and distribution solutions that improve grid reliability and resilience on a local and regional scale. The DOE is offering a 50% cost share for projects that fit that goal. This City of Chaska Electric department has put together a package of four projects that will greatly increase capacity and reliability for the City of Chaska.

Project#1: Extend a new three phase feeder from the West Creek Substation towards Pioneer Trail. This project would provide additional capacity for the new residential developments and an additional feeder tie, increasing reliability.

Project#2: This project would underground the three phase overhead lines on 41 between the railroad tracks South of Peavey Road to Pioneer Trail. At the same time a new three phase feeder line would be added to the trench to create an additional feeder tie, creating additional reliability and capacity.

Project#3: Extend a new three phase feeder North on Bavaria Road. Currently the area is only fed by a single phase, this would bring additional capacity and reliability to the area. As part of this project a TIE to the neighboring utility would be made available for emergency situations.

Project#4: On Audubon Road between Deerwood Dr and Engler Blvd the overhead lines would be converted to underground and an additional three phase line would be extended between these points which will create another feeder tie.

Total projects costs are estimated to be $3,367,505.00 of which the grant would cover 50%, equaling $1,683,753.00. Projects will need to be complete within 5 years of DOE grant approval.

<u>CITY COUNCIL ACTION REQUESTED</u>
Motion to approve the letter of commitment to the US Department of Energy and the continued pursuit of the IIJA Grant opportunity

April 20, 2023

U.S. Department of Energy, Grid Deployment Office
Office of Clean Energy Demonstrations
1000 Independence Ave SW
Washington, DC 20585

RE: Bipartisan Infrastructure Law (BIL) - Grid Resilience and Innovation Partnerships (GRIP) - DE-FOA-0002740 Letter of Commitment, Minnesota Department of Commerce Regional & Community Resilience Advancement Grant Application

To Whom It May Concern,

This Letter of Commitment confirms the support and involvement of the City of Chaska Electric Department providing services to our community in Chaska, Minnesota in the development of the Minnesota Department of Commerce Regional & Community Resilience Advancement Grant Application. As part of this effort, we propose to increase reliability and redundance throughout Chaska by extending new and undergrounding existing substation feeders to create additional substation ties in our distribution system.

We understand that DOE seeks to deploy and catalyze transmission and distribution solutions that improve grid reliability and resilience on a local and regional scale. The project we are proposing will advance these objectives in our community by creating additional ties between our substations using innovative technology to automate ties in emergency situations.

We understand that as a participant of this grant, we are proposing projects totaling $3,367,505 of which we will be responsible for a 50% cost share. Please contact me if you have any questions on the contents of this letter or with respect to our continuing support of this application.

Sincerely,

Pete Wyffels
Electric Director
City of Chaska Electric Department

CITY OF CHASKA - ELECTRIC

GRANT APPLICATION

1 inch = 1,700 feet Date: 4/4/2023

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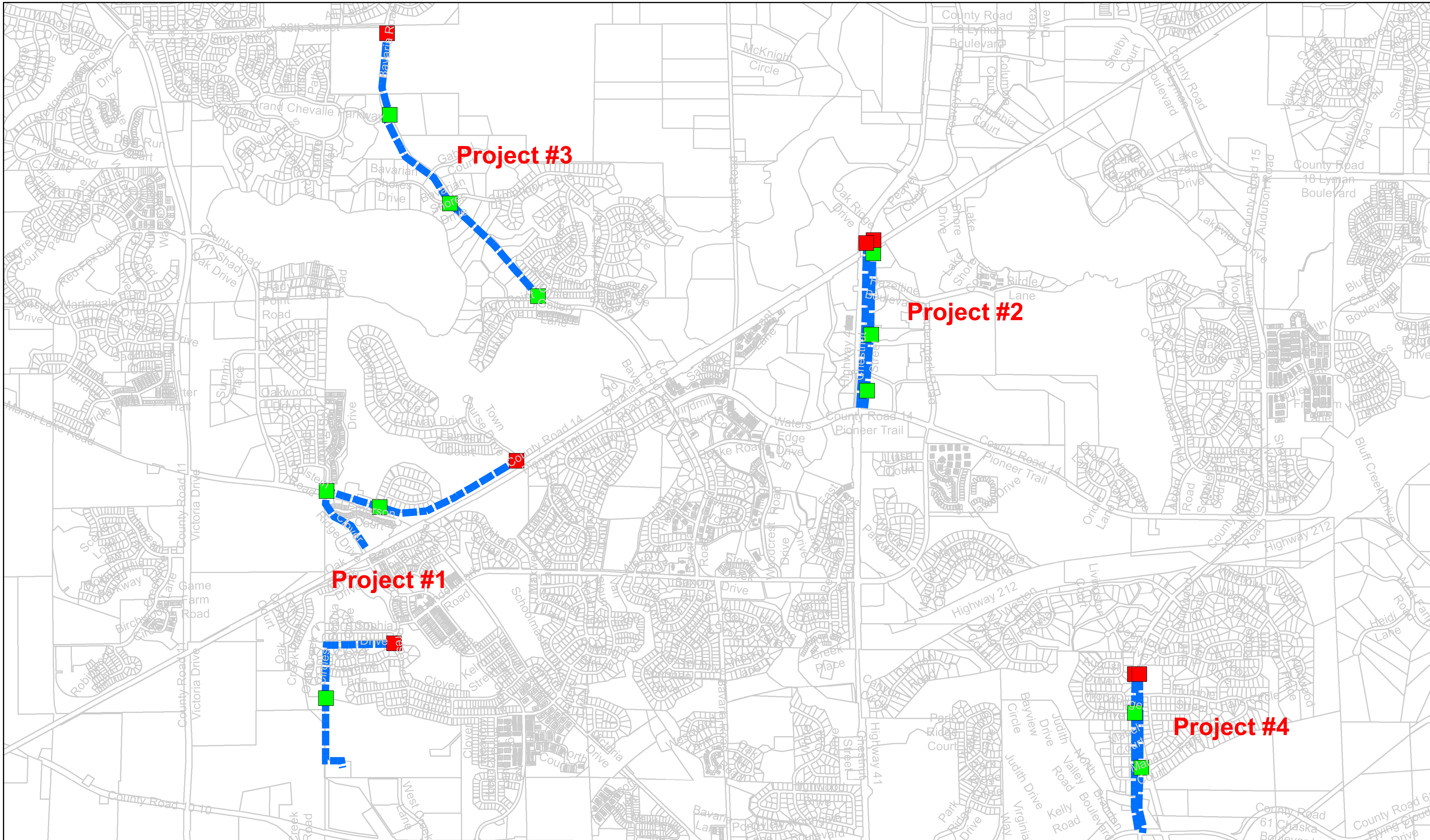


REQUEST FOR ACTION
CHASKA CITY COUNCIL
5/1/2023

Subject: **Temporary On-Sale Intoxicating License for Guardian Angels Church**

Prepared By: Denise Beebe, Senior Clerk

Guardian Angels Church, 215 West 2nd Street, Chaska, Minnesota, has made application for a 1-day Temporary On-Sale Intoxicating License for the AngelFest Celebration being held at Guardian Angels Church on Saturday, September 30, 2023.

Applicant has provided the application, certificate of liquor liability and paid the requisite fee of $50 ($50/day of the event).

Staff recommends approval.

CITY COUNCIL ACTION REQUESTED

Motion to approve Temporary On-Sale Intoxicating License TW.23.02 for Guardian Angels Church, allowing them to serve intoxicating beverages at the AngelFest Celebration, effective September 30, 2023.

REQUEST FOR ACTION
CHASKA CITY COUNCIL
05/01/2023

Subject: **Approval of 2022 Interfund Transfers**

Reviewed By: Noel Graczyk, Administrative Services Director

Prepared By: Matt Burt, Accountant II

Each year, an independent financial auditor performs fiscal and compliance audits of the City's financial records. The City engaged the services of Malloy, Montague, Karnowski, Radosevich & Co., P.A. (MMKR) to audit the fiscal year ended December 31, 2022.

MMKR completed their onsite and remote audit fieldwork in April. Since then, City staff has been working with MMKR to complete the 2022 Annual Financial Report. MMKR has requested that all interfund transfers be approved by the City Council prior to the release of the 2022 Annual Financial Report.

Enclosed is a schedule listing 2022 transfers totaling $16,290,457.94. A description and authorization source for each transfer is included on the schedule. Many of the transfers were authorized in the 2022 Budget. Other transfers have been pledged in accordance with debt issued by the City or in conjunction with projects or agreements authorized by Council. Other transfers have either been reviewed with Council or reflect adjustments that have been identified during the audit.

Staff recommends Council approve the 2022 interfund transfers to be reported as Other Financing Sources and Uses in the 2022 Annual Financial Report.

CITY COUNCIL ACTION REQUESTED

Motion to approve 2022 interfund transfers to be reported as Other Financing Sources and Uses in the 2022 Annual Financial Report.

CITY OF CHASKA

2022 INTERFUND TRANSFERS

TRANSFERS OUT		TRANSFERS IN				
Fund	Account Description	Fund	Account Description	Amount	Authorization	Purpose/Description
101	General Fund	451	Community Fund	355,000.00	Budget	Budgeted Transfers
101	General Fund	532	Public Improvement Projects	144,055.00	Budget	Budgeted Transfers
401	MSA Maintenance	330	Temp Imp Bonds Intrchg Prj	325,000.00	Bond	D/S Requirement
401	MSA Maintenance	340	Tem Imp Bonds-41/61 Project	65,000.00	Bond	D/S Requirement
401	MSA Maintenance	532	Public Improvement Projects	359.06	Project	Project Support-Chaska Creek Way Phase II
401	MSA Maintenance	532	Public Improvement Projects	1,100,685.00	Project	Project Support-Lyman Blvd
401	MSA Maintenance	532	Public Improvement Projects	78,866.00	Project	Project Support-MSA for City portion of 41/61
401	MSA Maintenance	532	Public Improvement Projects	59,387.50	Project	Project Support-Creek Road Industrial
402	Water Trunk	532	Public Improvement Projects	245.17	Project	Project Support-Creek Road
402	Water Trunk	532	Public Improvement Projects	454,827.00	Project	Project Support-Lyman Blvd
402	Water Trunk	602	Water Fund	465,000.00	Budget	Budgeted Transfers
403	Sewer Trunk	603	Sewer Fund	180,000.00	Bond	D/S Requirement
404	Storm Sewer Trunk	532	Public Improvement Projects	59,387.50	Project	Project Support-Creek Road Industrial
404	Storm Sewer Trunk	609	Stormwater Fund	203,617.00	Budget	Budgeted Transfers
426	TIF District #12	439	TIF Temporary Transfer Authority	1,570,000.00	TIF	TIF Pooling/ TIF Temporary Transfer Authority
427	TIF District #13	439	TIF Temporary Transfer Authority	300,000.00	TIF	TIF Pooling/ TIF Temporary Transfer Authority
428	TIF District #14	328	Taxable Revenue Bonds-2020B	42,500.00	Bond	D/S Requirement
432	TIF District #18	333	GO Tax TI 2019D (TIF 18)	80,000.00	Bond	D/S Requirement
433	TIF District #19	439	TIF Temporary Transfer Authority	355,000.00	TIF	TIF Pooling/ TIF Temporary Transfer Authority
434	TIF District #20	334	GO Tax TI 2019D (TIF 20)	8,000.00	Bond	D/S Requirement
435	TIF District #21	335	GO Tax TI 2019D (TIF 21)	26,000.00	Bond	D/S Requirement
448	Equipment Acquisition	101	General Fund	149,000.00	Budget	Budgeted Transfers
448	Equipment Acquisition	323	$5785 GO Imp Bonds 2014A	77,966.00	Bond	D/S Requirement
448	Equipment Acquisition	326	$9570 GO 2017B	85,417.00	Bond	D/S Requirement
448	Equipment Acquisition	331	$5.68M GO Imp 2019B	48,420.00	Bond	D/S Requirement
448	Equipment Acquisition	451	Community Fund	475,000.00	Budget	Budgeted Transfers
449	Park Development	337	$2055 GO Tx 2017C	80,000.00	Bond	D/S Requirement
449	Park Development	338	Taxable Rev Bonds 2020B	45,000.00	Bond	D/S Requirement
449	Park Development	532	Public Improvement Projects	96,711.71	Project	Project Support-Southwest Community Park
451	Community Fund	324	$12855 EDA Lease Rev 2015B	610,000.00	Bond	D/S Requirement
451	Community Fund	610	Chaska Curling and Event Center Fund	1,581,692.00	Budget	Budgeted Transfers
453	Tax Abatements	327	$2055 GO Tx 2017C	20,466.00	Bond	D/S Requirement
601	Electric Fund	101	General Fund	4,279,210.00	Budget	Payment in Lieu of Taxes - From Electric Department to General Fund
601	Electric Fund	407	Public Facilities	206,000.00	Budget	Budgeted Transfers
601	Electric Fund	448	Equipment Acquisition	14,000.00	Budget	Budgeted Transfers
601	Electric Fund	451	Community Fund	1,300,000.00	Budget	Budgeted Transfers
601	Electric Fund	604	Chaska Community Center Fund	470,000.00	Budget	Budgeted Transfers
601	Electric Fund	605	Par 30/The Loop Fund	244,000.00	Budget	Budgeted Transfers
602	Water Fund	101	General Fund	40,000.00	Budget	Fund Balance Reserve Increase Contribution
602	Water Fund	448	Equipment Acquisition	7,000.00	Budget	Budgeted Transfers
602	Water Fund	524	Annual Street Replacement	70,000.00	Budget	Budgeted Transfers
603	Sewer Fund	101	General Fund	60,000.00	Budget	Fund Balance Reserve Increase Contribution
603	Sewer Fund	448	Equipment Acquisition	7,000.00	Budget	Budgeted Transfers
603	Sewer Fund	524	Annual Street Replacement	110,000.00	Budget	Budgeted Transfers
606	Chaska Town Course Fund	101	General Fund	12,300.00	n/a	Payment for General Fund Wage Expense re: Cart Path replacement
609	Stormwater Fund	524	Annual Street Replacement	246,000.00	Budget	Budgeted Transfers
702	Self Insurance Fund	101	General Fund	82,346.00	n/a	Insurance claim reimbursements

Total Transfers In/Out	**$ 16,290,457.94**

REQUEST FOR ACTION
CHASKA CITY COUNCIL
05/01/2023

Subject: Accepting Gifts and Donations

Reviewed By: Erin Barnum, Accounting Supervisor

Prepared By: Matt Burt, Accountant II

The City receives various donations or gifts throughout the year. Pursuant to M.S. 465.03 all such gifts must be acknowledged and accepted by a resolution approved by a two-thirds majority of the City Council. Staff have drafted the attached proposed resolution that lists all monetary and nonmonetary gifts received by the City during the first quarter of 2023. Staff recommends approval of the resolution to acknowledge acceptance of each gift as listed.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2023-41 acknowledging and accepting gifts to the City of Chaska received during the period January 1, 2023 through March 31, 2023.

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE______05/01/2023______RESOLUTION NO. _____2023-41_____

MOTION BY COUNCILMEMBER________________SECOND BY COUNCILMEMBER________________

A RESOLUTION ACKNOWLEDGING AND ACCEPTING GIFTS TO THE CITY OF CHASKA RECEIVED DURING THE PERIOD OF January 01, 2023 THROUGH March 31, 2023 (PURSUANT TO M.S. 465.03)

WHEREAS, the City of Chaska, City Council, pursuant to M.S. 465.03, may accept a grant or device of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor; and

WHEREAS, nothing herein shall authorize such acceptance or use for religious or sectarian purposes; and

WHEREAS, every such acceptance shall be by resolution of the City of Chaska, City Council, adopted by a two-thirds majority of its members, expressing such terms in full.

NOW, THEREFORE, BE IT RESOLVED, that the City of Chaska City Council hereby acknowledges and accepts the following gifts to Chaska that have been received during the period of JANUARY 01, 2023 through MARCH 31, 2023:

- Chaska Rotary Club $45 – Heroes and Helpers
- Landmark Tours $150 – Park and Recreation AOA Travel Show
- Auburn Homes and Services $125 – Parks and Recreation AOA January Box Lunch Bingo
- Electrical Production Services, Inc $1,000 – Miscellaneous 2023 Events
- Matt Lorenz-State Farm $1,000 – Chaska Bike Rodeo
- Matt Lorenz-State Farm $1,000 – Carver Vehicle Fair
- Matt Lorenz-State Farm $1,000 – 2023 Halloween Events
- Chaska Heights Senior Living $375 – Parks and Recreation AOA Tailgating Party

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 1st day of May 2023.

____
Mark Windschitl, Mayor

Attest:____________________________________
Chaska Deputy Clerk

REQUEST FOR ACTION
CHASKA CITY COUNCIL
5/1/2023

Subject: **2023 Creek Road Trunk Sewer Extension Street, Utility, and Trail Improvements Project**

Prepared By: Matt Clark, City Engineer

The next phase for extending trunk sewer along Creek Road is planned to be underway late this summer. The City is actively working through the grant process for federal funds awarded for extending the trunk sewer. The federal funds that were awarded require the Phase 2 portion of the project to be an independent project from the previous contract awarded last year. The attached map shows the area of the Phase 2 improvements that include approximately 1 mile of trunk sewer, constructing a regional trail, and reconstructing a portion of the roadway that will remain after the project is complete. The first step in the process for this year's project is to authorize the plans with more Council action forthcoming. City staff is now reaching out and contacting the property owners that will be impacted by this summer's project and will continue throughout the remainder of the year.

CITY COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2023-44 Authorize Preparation of Construction Documents for the 2023 Creek Road Trunk Sewer Extension Street, Utility, and Trail Improvement Project.

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE__________May 1, 2023__________RESOLUTION NO.__2023-44______

MOTION BY COUNCILMEMBER__________SECOND BY COUNCILMEMBER__________

A Resolution Authorizing the Preparation of Construction Documents for the Creek Road Trunk Sewer Extension Street and Utility Improvement Project

---

WHEREAS, on August 17th, 2020, the Chaska City Council directed the City Engineer to prepare a Feasibility Study for the Creek Road Trunk Sewer Extension Street and Utility Improvement Project;

WHEREAS, the Feasibility Study has been completed as dated March 2022, and

WHEREAS, that the City Council of the City of Chaska accepted receipt of the Feasibility Study for noted improvements as prepared by Stantec, March 7th, 2022; and,

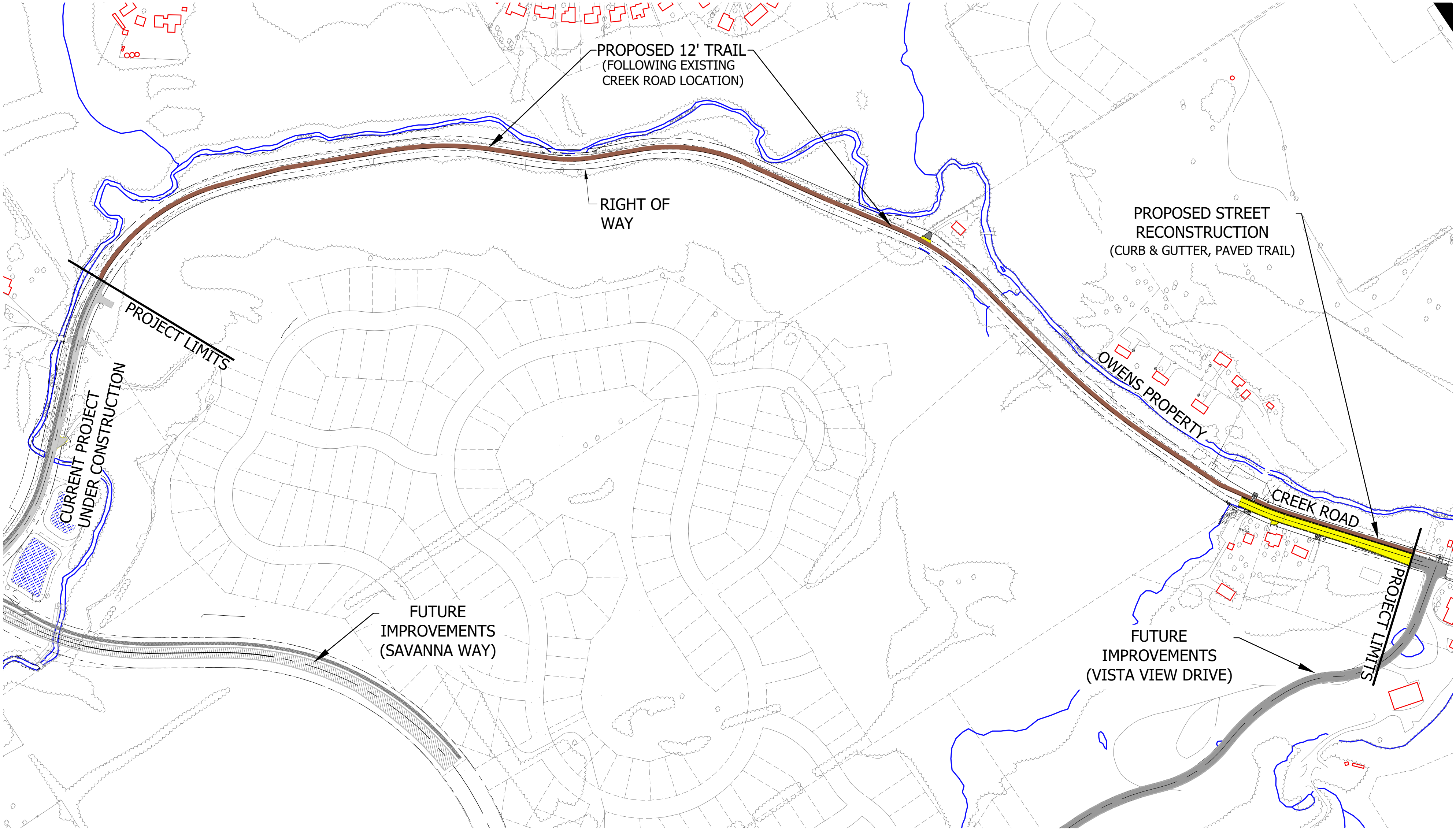
WHEREAS, the Feasibility Study has determined the project is feasible in terms of construction and economics; and,

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, that said improvements are found to be necessary, cost-effective, and feasible and hereby authorizes the City Engineer to prepare the project plans and specification documents.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 1st day of May 2023.

____
Mark Windschitl, Mayor

Attest:____________________________________
Chaska Deputy Clerk



2023 CREEK ROAD TRUNK SANITARY SEWER EXTENSION PROJECT

CITY OF CHASKA, MINNESOTA

DATE: APRIL, 2023

PROJ. NO.: 193804082-2023

FIGURE B1

0 150' 300'

Stantec

733 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

REQUEST FOR ACTION
CHASKA CITY COUNCIL
May 1, 2023

Subject: **Adopt Resolution No. 2023-42 Relating to Conduit Financing on behalf of Ridgeview Medical Center**

Prepared By: Noel Graczyk

Background

Ridgeview Medical Center has approached the City for assistance with issuance of conduit debt in an amount not to exceed $26 million to finance equipment at various Ridgeview locations including their project currently under construction at the 212 Medical Center in Chaska. The City Council previously authorized the publication of a legal notice in the Chaska Herald calling for a public hearing on May 1st, 2023, as required for issuance of conduit debt.

Ridgeview Medical Center will be obligated (as the Obligor) to repay principal and interest when due on all outstanding bonds issued as conduit debt. The City (as Issuer) will not pledge to repay principal and interest when due on the conduit debt nor will the City have a moral obligation to support repayment of principal or interest on any outstanding bonds. Ridgeview, by using City issuance authority to issue conduit debt, will produce lower borrowing costs for Ridgeview and assist in their efforts to provide health care services at facilities in Chaska as well as for three additional cities.

The proposed City resolution authorizes the Mayor and City Administrator to execute various documents that support issuance of conduit debt. Listed here and attached are documents either referenced in the resolution or that will need to be executed by the City.

- Master Financing Agreement
- Equipment Schedule No. 1
- Specimen Note
- Escrow Agreement
- Minnesota Department of Economic Development Application
- With Affidavit of Publication for public hearing on May 1st.
- Various closing certificates, instruments, and documents (as prepared by bond counsel.)

Update

Staff at the City are working with City Bond Counsel, Mr. Nate Canova with Dorsey to complete the requirements of the City and Ridgeview for issuance of conduit debt. Nate will be available remotely at the meeting to address any questions from the Council or during the public hearing. A representative from Ridgeview will also be available at the meeting.

Recommendation

After opening and then closing the public hearing, staff will recommend adoption of the proposed resolution.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2023-42 relating to approving financing on behalf of Ridgeview Medical Center.

CERTIFICATION OF MINUTES APPROVING A FINANCING ON BEHALF OF RIDGEVIEW MEDICAL CENTER

Issuer: City of Chaska, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held on May 1, 2023, at 7:00 p.m. at City Hall.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (pages):

RESOLUTION NO. 2023-42

RESOLUTION RELATING TO THE MUNICIPAL INDUSTRIAL DEVELOPMENT ACT; AUTHORIZING THE ISSUANCE OF REVENUE NOTES ON BEHALF OF RIDGEVIEW MEDICAL CENTER; AND AUTHORIZING EXECUTION AND DELIVERY OF DOCUMENTS RELATING THERETO

I, the undersigned, being the duly qualified and acting recording officer of the entity issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on _____________, 2023.

____
City Administrator

4872-5162-7339\2

RESOLUTION NO. 2023-42

RESOLUTION RELATING TO THE MUNICIPAL INDUSTRIAL DEVELOPMENT ACT; AUTHORIZING THE ISSUANCE OF REVENUE NOTES ON BEHALF OF RIDGEVIEW MEDICAL CENTER; AND AUTHORIZING EXECUTION AND DELIVERY OF DOCUMENTS RELATING THERETO

BE IT RESOLVED by the City Council (this "Council") of the City of Chaska, Minnesota (the "City"), as follows:

Section 1. It is hereby found, determined and declared:

(a) The City is authorized by Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), to issue its revenue obligations to finance projects consisting of properties, real or personal, used or useful in connection with a revenue-producing enterprise, whether or not operated for profit, engaged in providing health care services, including hospitals, nursing homes and related medical facilities under the Act, and to enter into a loan, lease or revenue agreement with any nonprofit corporation providing such services, whereby the City agrees to loan the proceeds of its revenue notes to such nonprofit corporation and such nonprofit corporation agrees to make payments fixed and revised from time to time as necessary so as to be sufficient to pay in full the principal of, premium, if any, and interest on such revenue notes when due.

(b) Ridgeview Medical Center (the "Corporation"), a Minnesota nonprofit corporation and an organization recognized under section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), which owns and operates an health care facilities in the City and the surrounding area, now proposes that the City issue its revenue notes under the Act in the form of one or more notes in an amount not to exceed $26,000,000, to finance a portion of the costs of a project consisting of the expansion, improvement, and equipping of the hospitals, clinics, medical office buildings and other health care facilities owned and/or operated by the Corporation or its affiliates in the City, and in the cities of Delano, Le Sueur and Waconia, Minnesota (collectively, the "Project").

(c) The Corporation has advised the City that the proposed issuance of the revenue note by the City to finance the Project will produce lower borrowing costs for the Corporation and assist the Corporation in its efforts to provide hospital and other health care services for residents of the City and the cities of Delano, Le Sueur and Waconia, Minnesota .

(d) The City Administrator has caused a notice of public hearing to be published once in the *Chaska Herald*, the official newspaper of the City, on April 13, 2023, not fewer than 14 days before the date hereof. Such notice was published in the form of Exhibit A hereto, which form is incorporated herein by reference for the purpose of satisfying the approval requirements of section 147(f) of the Code.

(e) A public hearing on the issuance of revenue notes of the City to finance the Project has been held on the date hereof after notice duly published as required by law, and the views of all interested persons with respect thereto presented at the hearing have been considered. Following the public hearing, it appears that approval of the issuance of the revenue notes of the City for such purpose is in the public interest of the City.

Section 2. Subject to approval of the issuance of revenue notes and the Project by the State of Minnesota Department of Employment and Economic Development, the City hereby approves the issuance of its revenue note or notes under the Act (whether one or more, the "Series 2023A Note"), the proceeds of which will be used to finance the Project and to pay certain costs of issuing the Series 2023A Note.

Section 3. A form of Master Financing Agreement and Equipment Schedule among Banc of America Public Capital Corp, as lender (the "Lender"), the City, as issuer, and the Corporation, as obligor, with Minnesota Valley Health Care, Inc. and Ridgeview 240 West LLC as additional parties (collectively, the "Financing Agreement") has been prepared and presented to the Council at this meeting.

Section 4. The Financing Agreement is hereby approved as to form. The Mayor and the City Administrator are hereby authorized and directed, in the name and on behalf of the City, to execute and deliver the Financing Agreement and any related documents, and to take all actions necessary to carry out the City's obligations under the Financing Agreement, with such changes as the executing officers shall agree to as evidenced by their execution of the Financing Agreement.

The City shall proceed to issue the Series 2023A Note upon the terms and conditions specified in the Financing Agreement. The Series 2023A Note shall mature on the dates and in the amounts provided in the Financing Agreement, shall be subject to prepayment prior to maturity as provided in the Financing Agreement and shall bear interest at such rate or rates as shall be agreed to by the Lender and the Corporation and approved by the Mayor and the City Administrator, not exceeding 4.000% per annum. The Series 2023A Note shall be issued in such aggregate principal amount as shall be agreed to by the Lender and the Corporation and approved by the Mayor and City Administrator, provided that the aggregate principal amount of the Series 2023A Note shall not exceed $26,000,000.

Section 5. The Mayor and the City Administrator are hereby authorized and directed to prepare and execute the Series 2023A Note in substantially the form prescribed by the Financing Agreement, and to deliver the executed Series 2023A Note to the Lender with a copy of this resolution and such other documents required by the Financing Agreement or the Lender and, upon receipt of the purchase price therefor, the City shall deliver the Series 2023A Note to the Lender.

Section 6. The Mayor and the City Administrator and other officers of the City are authorized and directed to prepare and furnish to the Lender and to Dorsey & Whitney LLP, as bond counsel ("Bond Counsel"), certified copies of all proceedings and records of the City relating to the Series 2023A Note, and the same are authorized to take such actions necessary or appropriate in connection with the consummation of the transactions described herein, and to execute and deliver such other affidavits, certificates, agreements, instruments and documents as may be required by the Lender or Bond Counsel, including but not limited to certificates to show the facts relating to the validity and marketability of the Series 2023A Note as such facts appear from the books and records of the City, and all copies of such certificates, affidavits, agreements, instruments and documents, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein. The approval hereby given to the form of various documents includes such additions and modifications thereto as may be deemed appropriate and are approved by the Mayor and the City Administrator or other officers of the City, which approval shall be conclusively evidenced by execution of documents by the Mayor and the City Administrator or other officers of the City. All actions heretofore taken by the City in connection with the transactions described herein are hereby ratified and approved.

Section 7. In the event of the absence or disability of the Mayor or the City Administrator, the Acting Mayor or the Acting City Administrator, as the case may be, or any designee thereof, may do all things and take all actions hereby authorized without further approval of this Council.

Upon vote being taken upon the foregoing resolution, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

NOTICE OF PUBLIC HEARING ON A PROPOSED FINANCING ON BEHALF OF RIDGEVIEW MEDICAL CENTER AND THE ISSUANCE OF REVENUE NOTES UNDER MINNESOTA STATUTES, SECTIONS 469.152 THROUGH 469.165, AS AMENDED

CITY OF CHASKA, MINNESOTA

NOTICE IS HEREBY GIVEN that the City Council of the City of Chaska, Minnesota (the "Issuer"), will meet on May 1, 2023, at 7:00 p.m., at City Hall, One City Hall Plaza, Chaska, Minnesota, for the purpose of conducting business, including but not limited to a public hearing on the proposal that the Issuer issue its revenue notes (the "Notes"), in one or more series, under Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), on behalf of Ridgeview Medical Center, a Minnesota nonprofit corporation and an organization recognized under section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") (the "Corporation"). The Notes are proposed to be issued as qualified 501(c)(3) bonds as defined in section 145 of the Internal Revenue Code of 1986, for the purpose of financing a portion of the costs of a project consisting of the expansion, improvement, and equipping of the hospitals, clinics, medical office buildings and other healthcare facilities owned and/or principally used and operated by the Corporation or affiliates of the Corporation in which the Corporation is the sole member, in the jurisdictional boundaries of the Issuer, and in the cities of Delano, Le Sueur and Waconia, Minnesota (collectively, other than the Issuer, the "Host Cities") (the "Project"), and costs of issuing the Notes. The Project will be operated by the Corporation or its affiliates at one or more of the following street addresses: 105 Hundertmark Road and 111 Hundertmark Road, Chaska, Minnesota (collectively, the "Issuer Project"); 916 E. St. Peter Avenue, Delano, Minnesota (the "Delano Project"); 621 S. 4th Street and 625 S. 4th Street, Le Sueur, Minnesota (collectively, the "Le Sueur Project"); 490 S. Maple Street, 500 S. Maple Street, 501 S. Maple Street and 240 West Highway 5, Waconia, Minnesota (collectively, the "Waconia Project"). The Corporation will be the initial legal owner or principal user of the Issuer Project, the Delano Project and a portion of the Waconia Project. The Corporation will be a principal user of or beneficial party of interest for other portions of the Waconia Project. Minnesota Valley Health Center, Inc., a Minnesota nonprofit corporation and an organization recognized under section 501(c)(3) of the Code, the sole member of which is the Corporation, will be the principal user of the Le Sueur Project.

The Notes will be special, limited obligations of the Issuer, and the principal thereof and interest thereon will be payable solely from the revenues pledged to the payment thereof. No holder of any Notes will ever have the right to compel any exercise of the taxing powers of the Issuer or the Host Cities to pay the Notes or the interest thereon, or to enforce payment against any property of the Issuer or the Host Cities except money payable by the Corporation to the Issuer and pledged to the payment for the Notes. The maximum stated principal amount of the Notes to be issued for the Project is $26,000,000, including $12,000,000 to finance the Issuer Project; including $1,000,000 to finance the Delano Project; including $1,000,000 to finance the Le Sueur Project; and including $12,000,000 to finance the Waconia Project.

A draft copy of the proposed Application to the Minnesota Department of Employment and Economic Development for approval of the Project, together with draft copies of all attachments and exhibits thereto, is available for public inspection at the office of the City Administrator, located in the City Hall, between the hours of 8:00 and 4:30 p.m. on normal City business days.

All persons interested may appear and be heard at the time and place set forth above, or may file written comments with the City Administrator of the City prior to the date of the hearing set forth above.

Dated: April 13, 2023.

BY ORDER OF THE CITY COUNCIL
By /s/ Matt Podhradsky, City Administrator

MASTER FINANCING AGREEMENT

among

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lender

CITY OF CHASKA, MINNESOTA
as Issuer

and

RIDGEVIEW MEDICAL CENTER
as Obligor

Dated as of May 1, 2023

This instrument constitutes a security agreement
under the Minnesota Uniform Commercial Code.

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MASTER FINANCING AGREEMENT

Lender:	Banc of America Public Capital Corp 600 Peachtree Street NE, 11th Floor Atlanta, Georgia 30308-2265
Issuer:	City of Chaska, Minnesota One City Hall Plaza Chaska, Minnesota 55318-1950 Attn: City Administrator and Administrative Services Director
Obligor:	Ridgeview Medical Center 500 South Maple Street Waconia, Minnesota 55387

THIS MASTER FINANCING AGREEMENT dated as of May 1, 2023, is among Banc of America Public Capital Corp, a Kansas corporation, as lender ("Lender"), the City of Chaska, Minnesota, a municipal corporation and political subdivision organized and existing under the Constitution and laws of the State of Minnesota, as issuer ("Issuer"), and Ridgeview Medical Center, a nonprofit corporation existing under the laws of the State of Minnesota ("Obligor").

RECITALS

WHEREAS, the Issuer is authorized and empowered under the laws of the State (defined herein), including particularly Minnesota Statutes, Sections 469.152 through 469.165, as amended, to issue revenue bonds and/or notes for the purpose of making loans to provide funds to finance the costs of properties, real or personal, used or useful in connection with a revenue producing enterprise, whether or not operated for profit, engaged in providing health care services, including hospitals, nursing homes, and related medical facilities, including hospital-related equipment; and

WHEREAS, the Obligor owns and operates health facilities located within the jurisdictional boundaries of the Issuer and in other cities, including but not limited to Delano, Minnesota, Le Sueur, Minnesota, and Waconia, Minnesota; is an organization described in Section 501(c)(3) of the Code (defined herein); and is authorized to lease, acquire, purchase and hold real and personal property, to borrow money to finance the purchase of such property, and to grant security interests in and liens upon such property; and

WHEREAS, Obligor desires to finance the purchase of Equipment (defined herein) from Vendors (defined herein) from time to time on the terms and conditions set forth herein, which Equipment shall be specifically identified in the Equipment Schedule or Equipment Schedules (defined herein) attached hereto and made a part hereof; and

WHEREAS, in order to finance the costs of the Equipment, Issuer will issue its Notes from time to time (defined herein) to Lender and lend the proceeds thereof to Obligor pursuant to the terms of this Master Financing Agreement, and to secure its Notes, Issuer will assign to Lender its right to receive Loan Payments (defined herein) from Obligor; and

WHEREAS, the Obligor shall make Loan Payments directly to the Lender, as assignee of the Issuer, for the possession, use and ownership of the Equipment; and

WHEREAS, as security for the payment of all of Obligor's obligations hereunder, including without limitation, Loan Payments, Obligor grants to the Issuer and Issuer assigns to the Lender a first priority security interest in and to the Equipment owned by Obligor and/or such other security interest as may be appropriate, given the nature of the Equipment financed, and in and to any moneys and investments held from time to time in an escrow or like account entered into pursuant to an Equipment Schedule; and

WHEREAS, this Master Financing Agreement and the Notes issued hereunder shall not constitute a debt or liability or moral obligation of the State, the Issuer or any political subdivision of the State, or a pledge of the faith and credit or taxing power of the State, the Issuer or any political subdivision of the State, but shall be a special obligation payable solely from the Loan Payments payable hereunder by the Obligor to the Lender, as assignee of the Issuer; and

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01. The following terms used herein will have the meanings indicated below unless the context clearly requires otherwise.

"Act" means Minnesota Statutes, Sections 469.152 through 469.165, as amended from time to time.

"Additional Payments" means the amounts other than Loan Payments, payable by the Obligor pursuant to the provisions of this Master Financing Agreement, as set forth in Section 9.03 hereof.

"After-Tax Basis" means, with respect to any Loan Payment, the amount of such Loan Payment supplemented by a further payment in an amount sufficient so that the sum of the two payments, after deduction of all Federal or State income taxes (and any interest or penalties thereon) resulting from the receipt of the two payments, shall be equal to the amount of such Loan Payment.

"Agreement" means this Master Financing Agreement and any Equipment Schedule, as the same may be amended or modified from time to time, including the accompanying attachments and documents relating to such Equipment Schedule, which shall constitute a fully integrated transaction existing in accordance with its own terms and conditions separate from and independent of all other transactions pursuant to this Master Financing Agreement.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized on the subject of municipal bonds and acceptable to Issuer and Lender.

"Certificate of Acceptance" means a Certificate of Acceptance, in substantially the form set forth either as an attachment to an Equipment Schedule, or as an exhibit to an Escrow Agreement, executed by an authorized officer of the Obligor, and, if requested by Lender, acknowledged by Lender.

"Closing" means the date of delivery of all executed documents related to each Agreement as required under this Master Financing Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and regulations issued thereunder.

"Contract Price" means the price of an item of Equipment, including, if approved by the Lender in its sole discretion, the cost of installation and training, but excluding the cost of any service contract, as set forth in the applicable Purchase Agreement relating thereto.

"Determination of Taxability" means any final determination, decision or decree by the Commissioner of Internal Revenue or any court of competent jurisdiction that an Event of Taxability shall have occurred. A Determination of Taxability also shall be deemed to have occurred on the first to occur of the following:

(a) the date when Obligor files any statement, supplemental statement, or other tax schedule, return or document, which discloses that an Event of Taxability shall have occurred;

(b) the date when Lender, Issuer or Obligor shall be advised by the Commissioner of Internal Revenue or any District Director of Internal Revenue that an Event of Taxability shall have occurred; or

(c) the effective date of any Federal legislation enacted after the date of this Agreement that causes an Event of Taxability.

"Equipment" means the fixed and moveable personal property to be used in connection with Obligor's health care operations, which property shall be identified in an Equipment Schedule and identified as part of this Master Financing Agreement (including to the extent permitted pursuant to the Code without jeopardizing the tax-exempt status of the interest on any Note certain items originally financed through internal advances of Obligor in anticipation of obtaining permanent financing through Issuer), together with (i) all replacement parts, additions, repairs, modifications, substitutions, accessions and accessories incorporated therein and/or affixed to such personal property; (ii) all general intangibles, software and other property related thereto; and (iii) all products and proceeds of the foregoing (including without limitation, and condemnation proceeds and proceeds of insurance with respect thereto).

"Equipment Schedule" means, with respect to the provision of Equipment under this Master Financing Agreement, a schedule of Equipment and Loan Payments in substantially the same form as Exhibit A hereto, which has been executed by the Lender, Issuer and Obligor which reasonably identifies the Equipment subject to such schedule, which sets forth the Loan Payments and Prepayment Price payable in respect thereof, and which states the Note Term applicable thereto and certain other matters. In the event that terms in an Equipment Schedule differ or conflict from those in this Master Financing Agreement, the terms in the Equipment Schedule shall prevail. Equipment Schedules shall be numbered consecutively beginning with 1, and each Equipment Schedule shall be accompanied by the attachments, if any, referred to in such Equipment Schedule.

"Escrow Agent" means the escrow agent under an Escrow Agreement, and its successors and assigns permitted pursuant to the terms of the Escrow Agreement.

"Escrow Agreement" means an Escrow Agreement among Lender, Obligor and Escrow Agent relating to the disbursement of Note Proceeds under an Agreement.

"Escrow Fund" means the escrow fund by any name established and held by the Escrow Agent pursuant to an Escrow Agreement.

"Event of Taxability" with respect to any Note means: (i) the application of the proceeds of such Note in such manner that such Note becomes an "arbitrage bond" within the meaning of the Code, with the result that interest on such Note is or becomes includable in holder's gross income for federal income tax purposes; (ii) if as a result of any act, failure to act or use of the proceeds of any Note or any misrepresentation or inaccuracy in any of the representations, warranties or covenants contained in any Agreement by Issuer or Obligor or the enactment of any Federal legislation after the date of this Agreement, the interest on any Note is or becomes includable in a holder's gross income for federal income tax purposes; or (iii) any revocation or challenge of the determination letter from the Internal Revenue Service regarding status of the Obligor as an organization recognized under Section 501(c)(3) of the Code.

"Gross-Up Payment" means, with respect to any Loan Payment, an additional payment in an amount sufficient such that the sum of the additional payment plus the Loan Payment would, after the two payments were reduced by the amount of any Federal or State income tax (including any interest or penalties) actually imposed thereon, equal the amount of the Loan Payment.

"Initial Administrative Fee" means with respect to any Equipment Schedule, the initial fee in the amount set forth in such Equipment Schedule, if any, payable to the Issuer upon the execution of each such Equipment Schedule hereunder for the Issuer's services in connection with the preparation, review and execution of such Equipment Schedule.

"Loan Payments" means those scheduled payments (but excluding, the Initial Administrative Fee and legal fees, indemnifications and reimbursements and Additional Payments payable to the Lender and the Issuer hereunder) payable by Obligor pursuant to the provisions of this Master Financing Agreement and each Equipment Schedule, as specifically set forth therein. As provided in Article V hereof, Loan Payments shall be payable by the Obligor directly to the Lender in the amounts and at the times set forth in the applicable Equipment Schedule.

"Note" means a promissory note of Issuer issued to finance the cost of Equipment for Obligor pursuant to an Agreement, in substantially the form of the Note set forth in Exhibit B hereto, prepared in connection with an Equipment Schedule.

"Note Proceeds" means, with respect to any Equipment Schedule, the total amount of money or other consideration to be paid or provided by the Lender for application in accordance with such Equipment Schedule and Section 13.01 hereof and the Escrow Agreement, including

(a) the Contract Price of each item of Equipment set forth on such schedule payable to the Vendor or to the Obligor to reimburse it for amounts paid to the Vendor of the Equipment upon acceptance by Obligor and (b) if approved by Lender in its sole discretion, the amount, if any, paid by the Lender and applied to the reasonable costs of issuance of a Note.

"Note Term" means with respect to any Note, the term specified in the applicable Equipment Schedule in accordance with Article IV hereof.

"Note Year" means, with respect to any Note, each one-year period (or shorter period for the first or last year prior to the payment in full of such Note) ending on the principal payment date or such other annual date stated in the applicable Equipment Schedule.

"Prepayment Price" means the outstanding principal amount being prepaid plus any accrued but unpaid interest, such amount being set forth in the Equipment Schedule comprising a part of such Agreement, plus all other amounts then owed under such Agreement by the Obligor to the Lender, and any money owed to the Issuer.

"Purchase Agreements" means each of the purchase agreements between Obligor and each Vendor of the Equipment.

"State" means the State of Minnesota.

"Unassigned Rights" means the rights of Issuer to receive payments of costs, fees and expenses, the limited obligations of Issuer under Section 5.06 of this Master Financing Agreement, insurance interests under Section 7.04(b), amounts due under Section 8.02, additional payments under Section 9.03, immunity under Section 11.05 and the rights of Issuer to indemnification with respect to any Agreement pursuant to Section 11.03(a) of this Master Financing Agreement.

"Vendor" means the manufacturer or other supplier of an item of Equipment, as well as the agents or dealers of such manufacturer or supplier, from whom the Obligor has purchased or is purchasing items of Equipment.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Master Financing Agreement, and all related Agreements thereto:

(a) Words of the masculine gender mean and include correlative words of the feminine and neuter genders.

(b) Words importing the singular number mean and include the plural number and vice-versa.

(c) The headings and the table of contents are solely for convenience of reference and shall not constitute a part of this Master Financing Agreement, nor shall they affect its meaning, construction or effect.

(d) Words importing persons include any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

ARTICLE 2

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.01. Representations and Warranties of the Parties Hereto. The Lender, Issuer and Obligor each represent and warrant to each other that as of the date hereof:

(a) It is duly organized and validly existing under the laws of the jurisdiction of its incorporation or establishment and has full power and legal right to execute and deliver, and to perform its obligations under, this Master Financing Agreement;

(b) The execution, delivery and performance by it of this Master Financing Agreement have been and remain duly authorized and do not and will not contravene any provision of its certificate of incorporation or by-laws (or equivalent documents or statutory authorizations) or any law, ordinance, regulation or contractual restriction binding on or affecting it or its assets;

(c) All consents, authorizations and approvals requisite for the due execution, delivery and performance by it of this Master Financing Agreement have been obtained and remain in full force and effect and all conditions have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required for such execution, delivery or performance;

(d) This Master Financing Agreement is its legal, valid and binding obligation enforceable in accordance with its terms, except to the extent that the enforcement thereof may be limited by applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law); and

(e) There is no proceeding pending or, to its knowledge, threatened against it at law or in equity, or before any governmental instrumentality or in any arbitration, which would materially impair its ability to perform its obligations under this Master Financing Agreement, and there is no such proceeding which purports or is likely to affect the legality, validity or enforceability of this Master Financing Agreement.

Section 2.02. Additional Representations, Warranties and Covenants of the Obligor. The Obligor further represents, warrants and covenants, for the benefit of the Lender and Issuer, as follows:

(a) Obligor is, and throughout the term of this Master Financing Agreement shall continue to be a (i) a non-profit corporation, duly organized and existing under the laws of the State for purposes which include the provision of health care services; (ii) an organization described in Section 501(c)(3) of the Code; and (iii) authorized to lease, sublease, purchase and hold real and personal property, to borrow money to finance the purchase of such property, and to grant security interests in and liens upon such property;

(b) Obligor shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence and status as an organization described in Section 501(c)(3) of the Code.

(c) The Equipment is, and during the period this Master Financing Agreement is in force will remain, either (i) personal property and, when subjected to use by the Obligor hereunder, will not be or become fixtures or, (ii) if any portion of the Equipment may be considered to be a fixture by the Lender, the Obligor shall authorize filings to be made with the applicable governmental officials and offices to create and preserve for the Lender a perfected first priority security interest in the Equipment owned by Obligor.

(d) During the Note Term, except as otherwise permitted by this Master Financing Agreement, the Equipment shall be used by the Obligor or its affiliates only in conjunction with its or their corporate purpose of performing services related to its or their status as an organization described in Section 501(c)(3) of the Code and consistent with the permissible scope of the Obligor's authority and will not be used in an unrelated trade or business of the Obligor or in the trade or business of any person or entity other than Obligor, except as permitted under the Code.

(e) During the period this Master Financing Agreement is in force, the Obligor shall provide to the Lender and Issuer (i) within ten (10) days after any tax or other lien shall attach to any Equipment, written notification of the full particulars thereof and the location of such Equipment on the date of such notification, and (ii) annually within one hundred and fifty (150) days of the close of each fiscal year, a financial report certified by an independent accountant containing a combined and/or consolidated balance sheet as of the end of such fiscal year and a combined and/or consolidated statement of changes in net assets and changes in financial position of the Obligor for such fiscal year.

(f) As among Lender, Issuer and Obligor, the Obligor assumes full responsibility for the safety and any consequences of lack of safety with respect to the operation and maintenance of the Equipment.

(g) With respect to any Equipment financed hereunder, the property at which the Equipment may be located will be properly zoned for its current and anticipated use and the use of the Equipment will not violate any applicable zoning, land use, environmental or similar law or restriction. The Obligor has, or will, obtain all licenses and permits to use the Equipment and, where required by law, the Obligor has received any required certificates of need for the acquisition and installation of such Equipment.

(h) The execution and delivery of the Master Financing Agreement, including Equipment Schedules, and any other related documentation, and the fulfillment of, or compliance with, these documents does not conflict with, or result in a breach, or default, of any of the terms, conditions or provisions of the authorizing documents of the Obligor (including debt limitations) or of any material agreement, contract or other instrument, or law, ordinance, regulation or judicial or other governmental order to which the Obligor is now a party or by which the Obligor or its properties are otherwise subject or bound.

(i) The audited financial statements of Obligor and the unaudited financial statements of Obligor provided to Lender prior to the date hereof correctly and fairly present the financial condition of Obligor as of the dates and for the periods stated therein, and the results of the operations of Obligor for each of such periods, respectively, all in accordance with generally accepted accounting principles consistently applied except as stated in the notes thereto, and there has been no material adverse change in the condition, financial or otherwise, of Obligor from that set forth in said financial statements, except as disclosed in writing to Lender.

(j) The financial statements referred to in paragraph (i) of this Section do not, nor do the representations and warranties of Obligor in the Master Financing Agreement, the Schedules or any written statement furnished by Obligor to Issuer or Lender, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact which Obligor has not disclosed to Issuer and Lender in writing which materially affects adversely or, so far as Obligor can now foresee, will materially affect adversely the financial condition of Obligor, Obligor's status as a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code, Obligor's ability to own and operate its properties or its ability to make the payments hereunder and under the Schedules when and as the same become due and payable.

(k) In connection with Obligor's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Obligor pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the Obligor may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement, the Escrow Agreement as applicable, and any related documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, the Escrow Agreement if applicable, and any related documents in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "EMMA Posting"). Except to the extent required by applicable law, including the Rule, the Obligor shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about Lender or its affiliates and the Escrow Agent if applicable, in any portion of such EMMA Posting: address and account information of Lender or its affiliates and the Escrow Agent if applicable; e-mail addresses, telephone numbers, fax numbers, and names and signatures of officers, employees and signatories of Lender or its affiliates. Obligor acknowledges and agrees that Lender and its affiliates are not responsible for Obligor's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

(l) Obligor shall comply with the financial covenants included in any Equipment Schedule.

Section 2.03. Tax Covenants

(a) It is the intention of the parties hereto that the interest on each Note received by the Lender under any Equipment Schedule be and remain excludable from gross income for purposes of federal income taxation.

(b) The Issuer covenants that it will not, at any time, perform any act that shall have the effect of terminating such exclusion from gross income of the interest on any Note for federal income tax purposes.

(c) The Obligor covenants that it will take any and all other actions lawfully within its powers and applicable to the acts done or omitted by Obligor so as to maintain an exclusion from gross income for federal income tax purposes of the interest on each Note, and that it will not perform any act or enter into any agreement or use or permit the use of the Equipment or any portion thereof in a manner that will have the effect of terminating such exclusion from gross income for federal income tax purposes of the interest on each Note received by Lender.

(d) The Obligor covenants that it will not perform any act or enter into any agreement that will adversely affect the status of the Obligor as an organization described in Section 501(c)(3) of the Code and will conduct its operation in a manner that will conform to the standards necessary to qualify the Obligor as an organization described in Section 501(c)(3) of the Code.

(e) The Obligor covenants that it will not use or permit the use of any Equipment in any manner, or for any trade or business unrelated to the exempt purpose of the Obligor, which could adversely affect the exclusion from gross income for federal income tax purposes of the interest on each Note. Except as permitted under the Code, the Obligor will not lease the Equipment to or permit the use of the Equipment by any person that is not either (i) an organization exempt from federal income taxation under Section 501(c)(3) of the Code which is not using the Equipment in any trade or business that constitutes an unrelated trade or business as defined in Section 513 of the Code with respect to that organization or in any private business use within the meaning of Section 141 of the Code or (ii) a governmental unit (other than the Federal government).

(f) Obligor will pay any arbitrage rebate due to the United States of America in connection with any Note issued under this Master Financing Agreement and any Equipment Schedule hereto and covenants that it will not take or permit any action or omit to take any action that would cause any of the Notes to be an arbitrage bond within the meaning of Section 148 of the Code. Without limiting the generality of the foregoing, the Obligor shall not create or establish any sinking fund, pledged fund or other similar fund to secure or provide the Loan Payments. Neither the Obligor, nor any person related to it within the meaning of Section 147(a)(2) of the Code, shall acquire an interest as lender in any Master Financing Agreement pursuant to the Issuer's financing program in an amount related to the aggregate principal components of the Loan Payments due the Lender under this Master Financing Agreement.

(g) The Obligor covenants that it will not take any action or permit or suffer any action to be taken or condition to exist if the result of such action or condition would be to cause the Notes to be guaranteed directly or indirectly in whole or in part by the United States or by any agency or instrumentality thereof.

(h) It is the intention of the parties hereto that during the term of this Master Financing Agreement, Obligor or its affiliates be the sole beneficial and legal owner of the Equipment, and will report on such basis for financial, accounting, federal income tax, and other purposes. Neither the Lender nor the Issuer shall take any action inconsistent with Obligor's or its affiliates' ownership of the Equipment for federal income tax purposes except pursuant to the exercise of remedies under Article XII hereof.

(i) The weighted average maturity (defined in accordance with the Code) of any Note will not exceed one hundred twenty percent (120%) of the weighted average reasonably expected economic life in the hands of the Obligor or its affiliates of the Equipment financed by such Note.

(j) Obligor covenants that the issuance costs with respect to any Note to be financed out of such Note shall not exceed two percent of the proceeds of such Note.

(k) Obligor will not consolidate with or merge into any person, or permit any other person to merge into it, or sell all or substantially all its assets to any person (in a transaction analogous in purpose or effect to a consolidation or merger) unless an opinion of Bond Counsel is obtained and provided to Issuer and Lender to the effect that the exclusion of the interest on each Note from gross income for federal income tax purposes will not be affected by such action.

(l) Obligor covenants that it will adopt and follow post issuance tax compliance policies and procedures with regard to, and for the duration of, all Note Terms.

ARTICLE 3

FINANCING OF EQUIPMENT

Section 3.01. Acquisition of Equipment

(a) The Lender, the Issuer and the Obligor intend from time to time to enter into Agreements for the financing of Equipment. The Obligor shall order, or has ordered, the Equipment pursuant to one or more Purchase Agreements from one or more Vendors. The Obligor shall remain liable to each such Vendor with respect to its duties and obligations in accordance with the applicable Purchase Agreement and as among the Lender, Issuer and Obligor, the Obligor shall bear the risk of loss with respect to any loss or claim relating to any item of Equipment covered by any such Purchase Agreement.

(b) The obligation of the Lender to pay or provide other consideration for an item of Equipment is subject to the following conditions:

(i) Obligor shall have accepted the Equipment by delivery to the Lender, with a copy to Issuer, of a Certificate of Acceptance duly executed by Obligor, whereupon the item of Equipment shall immediately become subject to and governed by the provisions of the applicable Agreement;

(ii) There shall exist no event of default under this Master Financing Agreement or any other Agreement by and between the Lender and Obligor, or any condition, event or act which with notice or lapse of time, or both, would become an event of default which has not been remedied or waived; and

(iii) The Agreement and each Equipment Schedule and the Equipment have been approved, in writing, by the Lender and Issuer, as evidenced by the due execution of the applicable Equipment Schedule by the Lender and the Issuer.

If any of the foregoing conditions have not been met with respect to an item of Equipment, such Equipment shall not be covered or governed by the provisions of this Master Financing Agreement.

Section 3.02. Loans to Finance Equipment. Upon execution and delivery of each Equipment Schedule, all related documents and instruments referred to or required herein and therein, and such other documentation as Lender may reasonably require in connection therewith, Lender shall provide the consideration specified as Note Proceeds in such Equipment Schedule in accordance with the Obligor's payment instructions to finance the acquisition of the Equipment by Obligor. In exchange for such consideration, Issuer shall issue and deliver to Lender the Note described in such Equipment Schedule which shall be payable solely from the Loan Payments to be made by Obligor. Issuer hereby agrees to lend to Obligor, and Obligor hereby agrees to borrow from Issuer, the Note Proceeds, which loan Obligor shall repay by making the Loan Payments as described in such Equipment Schedule. As security for the Note issued under such Equipment Schedule, Issuer hereby assigns to Lender all of its right to receive Loan Payments with respect to such Equipment Schedule, and hereby directs Obligor to make such Loan Payments directly to, or at the direction of, Lender. The Obligor hereby acknowledges and agrees that the Lender is assignee of the Issuer's interest in Loan Payments and is being granted a perfected first priority security interest in the Equipment in accordance with this Master Financing Agreement.

The execution and delivery of this Master Financing Agreement shall not obligate Lender or Issuer to execute and deliver any Equipment Schedule or to provide any funds or other consideration with respect to any Equipment Schedule, unless and until such Equipment Schedule has been executed and delivered by all other parties thereto and all conditions set forth in this Master Financing Agreement and such Equipment Schedule have been satisfied. The execution and delivery of this Master Financing Agreement shall not obligate Lender, Issuer or Obligor to execute and deliver any Equipment Schedule, to issue any Note or to provide any funds or other consideration.

Section 3.03. Alternative Procedure: Escrow Agent. Notwithstanding the provisions of Section 3.01 and 3.02, upon agreement by Lender, Issuer and Obligor as to any Equipment to be acquired by Obligor under this Agreement, Lender, Issuer and Obligor may enter into an Escrow Agreement establishing a fund from which the Contract Price of Equipment is to be paid, with an amount specified therein to be deposited therein by Lender.

ARTICLE 4

TERM OF AGREEMENT

Section 4.01. Commencement of Term. The term applicable to any Agreement shall commence on the date specified in the applicable Equipment Schedule and shall terminate as provided in Section 4.02.

Section 4.02. Termination of Term. The term applicable to each Agreement will terminate upon the earliest to occur of any of the following events:

(a) So long as no event of default has occurred and is continuing hereunder, the exercise by the Obligor of the option granted under the provisions of Articles VIII or X hereof to prepay its Loan Payments with respect to such Agreement and the related Note by making payment of the Prepayment Price provided herein;

(b) So long as no event of default has occurred and is continuing hereunder, the payment by the Obligor of all Loan Payments with respect to such Equipment Schedule and the related Note, any Additional Payments, and other payments required to be paid by Obligor hereunder; or

(c) Lender's election to terminate this Master Financing Agreement under Article XII due to the Obligor's default hereunder.

Section 4.03. Termination of Master Financing Agreement. This Master Financing Agreement shall terminate upon the termination of all Agreements in effect on the May 1 that immediately precedes the fifteenth anniversary of the date of this Master Financing Agreement and no Equipment Schedule shall be executed following that date.

ARTICLE 5

NOTE AND PAYMENTS

Section 5.01. Payment of Note and Payments. The Issuer shall pay the principal of, premium if any, and interest on each Note to Lender, but only out of the Loan Payments paid by Obligor pursuant to each Agreement. Obligor shall pay to Lender, as the assignee of the Issuer, the Loan Payments in lawful money of the United States of America, in the amounts and on the dates set forth in the applicable Equipment Schedule relating to such Loan Payments. As security for its obligations to pay the principal of, premium, if any, and interest on each Note to Lender, Issuer assigns to Lender all of its rights to receive Loan Payments related to such Note, and Lender may enforce all rights of Issuer hereunder (other than Unassigned Rights) and the obligations of Obligor. Such Loan Payments shall be made by the Obligor directly to Lender, as the Issuer's assignee. All other amounts required to be paid by Obligor hereunder shall be paid in lawful money of the United States of America within 15 days of the receipt of notice therefor by Obligor, unless otherwise provided herein.

No provision, covenant or agreement contained in this Master Financing Agreement or any action, inaction or breach by the Lender or Obligor, or any obligation herein imposed on the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer any liability whatsoever, or a charge upon its credit or a pledge of its revenues. In making the provisions and agreements set forth in this Master Financing Agreement, the Issuer has not obligated itself except with respect to the pledge and assignment to the Lender as herein set forth of the Loan Payments to be paid by the Obligor hereunder and neither the Lender nor the Obligor shall have any claim against the Issuer hereunder.

Section 5.02. Interest and Principal Components. A portion of each payment on a Note and each Loan Payment is paid as, and represents payment of, interest, and the balance of, each payment on a Note and each Loan Payment is paid as, and represents payment of principal. Each Equipment Schedule hereto shall set forth the principal and interest components of each Loan Payment payable thereunder during the Note Term, which principal and interest components shall correspond with the payments of principal of and interest on the Note coming due.

Section 5.03. Loan Payments. As to each Agreement, the Obligor shall pay to the Lender the Loan Payments, including the interest components thereof, equal to the amounts specified in the Equipment Schedule comprising a part of such Agreement and shall pay to the Lender and Issuer all other payments and fees due hereunder. The Loan Payments shall be payable by Obligor without notice or demand when due at such place as the Lender shall direct in writing at the time the Equipment Schedule is executed or such other place as the Lender may from time to time designate in writing.

The obligations of Obligor to make payment of the Loan Payments and all other payments and fees due hereunder, as well as to perform and observe all other covenants hereunder, shall be absolute and unconditional in all events, without abatement, diminution, deduction, set-off or defense for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation, destruction or unforeseen circumstances. Notwithstanding any dispute between Obligor and any of the Issuer, Lender, any Vendor or any other person, the Obligor shall make all Loan Payments and Additional Payments when due and shall not withhold any of the same pending final resolution of such dispute, nor shall Obligor assert any right of set-off or counterclaim against its obligation to make such payments required under this Master Financing Agreement.

Section 5.04. Appointment of Servicer. The Lender shall have the right to designate an entity to act as the "Servicer" for the collection of Loan Payments payable by the Obligor, the enforcement of remedies or the distribution of funds to one or more holders of a Note or interests in this Master Financing Agreement or in any of the Agreements. Any Servicer appointed under this section shall be a corporation, a trust company or a bank having the powers of a trust company, in each case having a capital and surplus of not less than $25,000,000. Any such Servicer shall notify the Issuer, Obligor and Lender of its acceptance of the appointment and, upon giving such notice, shall become Servicer, vested with all the property, rights and powers of the Servicer hereunder, without any further act or conveyance. Such Servicer shall execute, deliver, record and file such instruments as are required to confirm or perfect its acceptance hereunder and set forth its duties hereunder. The Lender shall be responsible for all fees and expenses of the Servicer.

Section 5.05. Administrative Fees. The Obligor shall pay the Initial Administrative Fee, if any, to the Issuer on the date of closing of each Agreement.

Section 5.06. Obligations of Issuer Limited. Each Agreement and each Note and the interest thereon shall be special, limited obligations of Issuer payable (except to the extent paid under certain circumstances from insurance proceeds and condemnation awards) solely out of the Loan Payments payable under such Agreement and other amounts initially payable to Issuer under such Note and such Agreement (except for fees and expenses payable to Issuer and Issuer's right to indemnification as set forth herein, which categories of payments are not security for the Notes, and any payments made by Obligor to meet the rebate requirements of Section 148(f) of the Code) as provided herein. Each Agreement and each Note and interest thereon shall not be deemed to constitute a debt or liability of the Issuer, the State or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Issuer, the State or of any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

ARTICLE 6

TITLE TO EQUIPMENT; SECURITY INTEREST

Section 6.01. Title. Legal title to the Equipment, including, if applicable, any software license component thereof, governed by an Agreement shall be in the Obligor or its affiliates. The Obligor and its affiliates shall at all times protect and defend, at its own cost and expense, its title to the Equipment from and against all claims, liens and legal processes of creditors of Obligor, and keep all Equipment free and clear of all such claims, liens and processes. The Equipment is and shall remain personal property. Upon the occurrence of an event of default under any Agreement or this Master Financing Agreement by the Lender pursuant to Article XII, (i) the Lender may exercise the remedies described in Article XII, including repossession and sale of the Equipment owned by Obligor; and (ii) full and unencumbered legal title to the Equipment shall pass and revert to the Lender, and the Issuer and Obligor shall have no further interest therein, (iii) the Issuer and Obligor shall execute and deliver to the Lender such documents as the Lender may request to evidence the passage of Issuer's and Obligor's title and interest therein; and (iv) upon request by the Lender, the Obligor shall deliver possession of the Equipment to the Lender.

Section 6.02. Security Interest. This Master Financing Agreement and each Equipment Schedule hereto are intended to constitute a security agreement within the meaning of the Uniform Commercial Code of the State (the "UCC"). In order to secure all of its obligations hereunder to the Issuer, and to Lender as the Issuer's assignee, Obligor hereby: (i) grants to Lender a purchase money security interest constituting a first lien on any and all right, title and interest of Obligor in the Equipment owned by Obligor; (ii) agrees that each Agreement may be filed as a financing statement evidencing such security interest in the Equipment governed thereby; and (iii) agrees to execute and deliver such additional documents, including financing statements, certificates of title, affidavits, notices and similar instruments, in form satisfactory to the Lender, necessary or appropriate to perfect and maintain such security interest in the Equipment. If the Lender's security interest in the applicable Equipment shall terminate in accordance with Section 4.02(a) or (b), at the request of the Obligor, the Lender shall execute and deliver to Obligor documents which evidence the termination of the Lender's security or other interest in such Equipment.

Section 6.03. Liens and Encumbrances. Except as provided in Section 6.01 above, Obligor shall promptly discharge any liens placed on the Equipment owned by Obligor, including, without limitation, any mechanic's or materialmen's liens. If requested by Lender, Obligor shall obtain any landlord's and mortgagee's waiver of rights to the Equipment owned by Obligor as fixtures or otherwise. Furthermore, if requested by the Lender, Obligor shall obtain the waiver of any interest in the Equipment from any owner of, or a secured party with an interest in, equipment on which the Equipment becomes an accession. To the extent that the Equipment would be subject to a lien upon its acquisition by Obligor under any agreement or other instrument to which Obligor or any affiliate of Obligor is a party, the Obligor shall obtain a waiver of such lien.

Section 6.04. Change in Name, Corporate Structure or Principal Place of Business. Obligor shall provide written notice to the Lender and the Issuer of any change: (i) in its name; (ii) corporate structure including consolidations and merger and a sale of all or substantially all of its assets; and (iii) principal place of business. Such notice shall be provided forty-five (45) days in advance of the date that such change is planned to take effect.

Section 6.05. Inspection of Equipment. The Lender shall have the right at all reasonable times during business hours, upon reasonable advance notice to Obligor, to enter into and upon the property on which the Equipment owned by Obligor is located for the purpose of inspecting such Equipment, to observe its use and operation or to remove such Equipment pursuant to Article XII hereof, whether or not the Equipment is located on the Obligor's property or elsewhere.

Section 6.06. Location. The Equipment shall be located as described in the Equipment Schedule pertaining thereto.

ARTICLE 7

MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 7.01. Use and Maintenance of Equipment by the Obligor. Upon acceptance of the Equipment as provided by this Master Financing Agreement, care of such Equipment shall be solely the obligation and responsibility of the Obligor, who shall care for and promptly make and effect all repairs, replacements, and the like as may be necessary to maintain the Equipment in good working order and running condition at all times during the Note Term in accordance, at a minimum, with the manufacturer's then prevailing specifications therefor. The cost of such care, maintenance, repairs, replacements, parts and the like shall be borne solely by Obligor as an operating cost incident to an Agreement. Obligor shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law, license or insurance policy provision, including the provisions of the applicable Purchase Agreement relating thereto, or in any manner contrary to that contemplated by the Agreement or the purchase agreement applicable thereto. The Obligor shall secure all permits and licenses, if any, necessary for the installation, use, operation, modification and upgrade of the Equipment. The Obligor shall comply with all present and future laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court and the officers thereof which may be applicable to it or any of its affairs, business, operations and Equipment or any part thereof or to the use or manner of use, occupancy or condition of any of its property or any part thereof.

The Equipment shall not be moved by or on behalf of Obligor from the site(s) described in the related Equipment Schedule to any other location, except in strict accordance with the advance written consent of Lender, and unless an opinion of Bond Counsel is obtained and provided to Lender and Issuer to the effect that the exclusion of interest on each Note from gross income for federal income tax purposes will not be adversely affected by such move. Any and all costs of moving the Equipment during a Note Term shall be borne solely by the Obligor. Except as permitted by the Code, the Equipment shall not be used by any person or entity other than the Obligor for Obligor's exempt purposes. The Lender and Issuer shall be entitled to inspect the Equipment or observe its use and operation during reasonable business hours regardless of whether the Equipment is located on the Obligor's property or is located elsewhere.

Obligor assumes full responsibility for the safety and any consequences of lack of safety with respect to the operation and maintenance of the Equipment while the Obligor has possession or control of the Equipment. In connection with the execution of any Equipment Schedule, the Lender may require that Obligor agree to comply with any special or additional maintenance provisions or requirements which are not inconsistent with the manufacturer's requirements, as the Lender shall require. Such additional maintenance provisions shall be set forth as the attachment to any such Equipment Schedule and shall constitute part of the applicable Agreement.

Section 7.02. Taxes, Other Governmental Charges and Utility Charges. Obligor contemplates that the Equipment will be used for the exempt purposes of the Obligor and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes, if any, of the Lender) the Obligor shall pay during the Note Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, the Obligor shall be obligated to pay only such installments as have accrued during the time this Master Financing Agreement is in effect. Notwithstanding the provisions set forth above, the Obligor shall not be required to cause to be paid and discharged any obligation, tax, assessment, charge, levy or claim so long as its validity is contested in the normal course of business and in good faith by appropriate and timely proceedings and the Obligor sets aside on its books adequate reserves with respect to each tax, assessment, charge, levy or claim so contested, nor shall the Obligor be required to pay or discharge any indebtedness or charge which is not past its stated due date by more than thirty (30) days.

Section 7.03. Risk of Loss; Damage; Destruction; Condemnation. As to each Agreement, Obligor assumes all risk of loss of or damage to the Equipment governed thereby from any cause whatsoever, and no such loss of or damage to such Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve the Obligor of the obligation to make Loan Payments or to perform any other obligation under such Agreement except as may be provided in the Equipment Schedule comprising a part thereof. In the event of damage to any item of Equipment, the Obligor immediately shall place the same in good repair, and, when received, shall apply the proceeds of any insurance recovery to the costs incurred in making such repairs. If the Lender reasonably determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Obligor shall, at its option, either (a) replace the same with like property in good condition pursuant to Article VIII hereof, or (b) on the next date when a Loan Payment is due, pay to the Lender and Issuer (i) all amounts then owed by the Obligor to the Lender (as assignee of the Issuer or otherwise) and Issuer under the Agreement governing such Equipment, including the Loan Payment due on such date, and (ii) an amount equal to that portion of the Prepayment Price due on such date determined by the Lender to be applicable to the Equipment lost, stolen, destroyed or damaged beyond repair (which shall be applied to the simultaneous prepayment of the Note.)

Section 7.04. Insurance.

(a) Obligor shall, at its own expense, cause casualty, public liability and property damage insurance, for such amounts and against such hazards as the Lender may reasonably require, to be carried and maintained, or demonstrate to the satisfaction of the Lender that adequate self-insurance is provided with respect to the Equipment sufficient to protect the full replacement value of the Equipment and to protect the Lender, Issuer and Obligor from liability in all events. All insurance proceeds from casualty losses with respect to the Equipment shall be payable to the Lender, Issuer and Obligor as hereinafter provided. Obligor shall furnish to the Lender certificates of insurance evidencing such coverage throughout the Note Term upon request. Alternatively, upon the written approval of the Lender, which approval may not be unreasonably withheld, the Obligor may insure the Equipment under a blanket insurance policy or policies that cover not only the Equipment but also other property of the Obligor.

(b) Any insurance policy carried or maintained pursuant to this Section shall be so written or endorsed as to make losses, if any, payable to Lender, Issuer, and Obligor as their respective interests may appear and naming the Lender and Issuer, if applicable, as additional insured for liability. The Net Proceeds (as defined in Section 8.01) of the insurance required in this section shall be applied as provided in Article VIII hereto. Each insurance policy provided for in this section shall contain a provision to the effect that the insurance company shall not cancel the policy, or fail to renew the policy, or modify the policy materially and adversely to the interest of the Lender or the Issuer, without first giving written notice thereof to the Lender and the Issuer at least 30 days in advance of such cancellation, modification or non-renewal.

Section 7.05. Advances. In the event the Obligor shall fail to maintain the full insurance coverage required by this Master Financing Agreement or shall fail to keep the Equipment in good repair and operating condition, the Lender may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Lender, together with interest thereon as provided in Section 12.05 shall be repaid by Obligor as Additional Payments in accordance with the terms of Section 9.03.

Section 7.06. Modifications and Substitutions.

(a) The Obligor shall not without the prior written consent of Lender make any material alterations, modifications, additions, substitutions, subtractions or improvements to the Equipment which materially decrease the value or the functional capabilities of the Equipment or which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. In the event the Equipment is required to be delivered to the Lender, the Obligor, at its sole cost and expense, and at the request of the Lender, will remove all alterations, modifications and additions and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear and permitted modifications excepted.

(b) Notwithstanding the provisions of subparagraph (a) of this section, the Obligor may, with the prior written consent of the Lender, substitute for parts, elements, portions or all of the Equipment, other parts, elements, portions, equipment or facilities; provided, however, that any substitutions made pursuant to the Obligor's obligations to make repairs referenced under Section 7.01 or 8.01 hereof shall not require such prior written consent. The Obligor shall make any such permitted substitutions using only parts, elements, equipment or other material of equal quality to those contained in the Equipment as originally delivered to the Obligor by the Vendor thereof. The Obligor shall provide such documents or assurances as the Lender may reasonably request to maintain or confirm Lender's security interest in the Equipment as so modified or substituted.

ARTICLE 8

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.01. Damage, Destruction and Condemnation. Unless the Obligor shall have exercised the option to prepay its Loan Payments with respect to the Equipment by making payment of the Prepayment Price as provided herein, if during the term of an Agreement (a) the Equipment or any portion thereof is destroyed (in whole or in part), lost, secreted, stolen or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the estate of the Obligor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental authority, then the Obligor shall, at Lender's option in consultation with Obligor, promptly either: (i) pay to Lender and Issuer from the Net Proceeds (as defined below) an amount equal to the Prepayment Price of such item as of the next following Loan Payment date; or, (ii) replace such equipment with other replacement equipment of like kind and having the same or greater value, utility and useful life. Notwithstanding any such event of loss or condemnation, in the event of any such substitution, the Obligor's obligation to make payments hereunder shall continue without abatement or delay.

In the event of any substitution of Equipment, immediately upon the effectiveness of such substitution and without further act, (i) title to such replacement equipment shall vest in Obligor free and clear of all liens other than the first priority security of Lender hereunder; (ii) Obligor's title to the replaced equipment shall be free and clear of all rights of the Lender's liens and shall no longer be deemed Equipment hereunder; and, (iii) such replacement equipment shall become Equipment for all purposes under this Master Financing Agreement. Upon the substitution of replacement equipment, the following documents shall be duly authorized, executed and delivered by the respective party or parties thereto, and shall be in full force and effect upon delivery to the Lender:

(a) a full warranty bill of sale in form and substance satisfactory to the Lender, covering the replacement equipment, executed by the Vendor thereof;

(b) evidence satisfactory to Lender that the replacement equipment being substituted is of like kind and has equal or greater value, useful life and utility than the Equipment it replaces;

(c) all documentation reasonably requested by Lender to effectuate a first-in-priority lien and security interest in the replacement equipment being substituted; and,

(d) all other documents Lender reasonably deems necessary.

For purposes of Section 7.04 and this Article VIII, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including reasonable attorney's fees) incurred in the collection of such claim or award.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement referred to in Section 8.01 hereof, the Obligor shall either (i) complete the work to the satisfaction of the Lender, and pay any cost in excess of the amount of the Net Proceeds, in which event if the Obligor shall make any payments pursuant to the provisions of this section, the Obligor shall not be entitled to any reimbursement therefor from the Lender or Issuer nor shall Obligor be entitled to any diminution of the amounts payable under Article V hereof; or (ii) if the Obligor is not then in default hereunder, pay to or cause to be paid to the Lender the amount of the then applicable Prepayment Price and all money due to the Issuer hereunder, and, upon such payments, the Note Term shall terminate and the Lender's security interest in the Equipment shall terminate as provided in Article X hereof. The amount of the Net Proceeds in excess of the then applicable Prepayment Price plus all other amounts due hereunder, if any, may be retained by the Obligor.

ARTICLE 9

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 9.01. Disclaimer of Warranties. THE LENDER AND ISSUER MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, TITLE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY COMPONENT THEREOF OR ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND, AS TO THE LENDER AND ISSUER, THE OBLIGOR'S PURCHASE OF THE EQUIPMENT SHALL BE ON AN 'AS IS' BASIS. All such risks, as between the Lender, Issuer and Obligor, are to be borne by the Obligor. Without limiting the foregoing the Lender and Issuer shall have no responsibility or liability to the Obligor or any other person with respect to any of the following: any liability, loss or damage caused or alleged to be caused directly or indirectly by the Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; the use, operation or performance of the Equipment or any risks relating thereto; any interruption of service, loss of business or anticipated profits or consequential damages; or the delivery, operation, servicing, maintenance, repair, improvement or replacement of the Equipment. If, and so long as, no default exists under an Agreement, the Obligor shall be, and hereby is, authorized during the term of the Agreement to assert and enforce, at the Obligor's sole cost and expense, from time to time, in the name of and for the account of the Lender and/or Obligor, as their interests may appear, whatever claims and rights the Obligor or Lender may have against the Vendor or any prior title holder or possessor of the Equipment. In no event shall the Lender or Issuer be liable for any loss or damage in connection with or arising out of any Agreement, the Equipment, or the existence, furnishing, functioning or the Obligor's use of any item or products or services provided for in this Master Financing Agreement.

Section 9.02. Vendor's Warranties. The Lender and the Issuer hereby irrevocably appoint the Obligor their agent and attorney-in-fact during the Note Term, so long as the Obligor shall not be in default hereunder, to assert from time to time whatever claims and rights including warranties of the Equipment which the Lender or Issuer may have against the Vendor. Obligor's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against either or both of the Lender and Issuer, nor shall such matter have any effect whatsoever on the rights and obligations of the Lender with respect to this Master Financing Agreement, including the right to receive full and timely payments under this Master Financing Agreement and each Note. The Obligor expressly acknowledges that in the Lender's capacity as Lender hereunder the Lender makes, and the Issuer makes, and has made hereunder, no representation or warranty whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 9.03. Additional Payments. The Obligor shall pay to the Lender and Issuer, as Additional Payments hereunder, in addition to the Loan Payments payable by the Obligor, such amounts in each year as shall be required by the Lender or Issuer in payment of any reasonable costs and expenses, incurred by the Lender or Issuer in connection with the execution, performance or enforcement of this Master Financing Agreement, the financing of the Equipment to the Obligor, including but not limited to payment of all reasonable fees, costs and expense and all reasonable administrative costs of the Lender or Issuer in connection with the Equipment, reasonable expenses (including, without limitation, attorneys' fees and disbursements), reasonable fees of auditors or attorneys, insurance premiums not otherwise paid hereunder and all other reasonable, direct and necessary administrative costs of the Lender or Issuer or charges required to be paid by it in order to comply with the terms of, or to enforce its rights under, each Agreement. Such Additional Payments shall be billed to the Obligor by the Lender or Issuer from time to time, together with a statement certifying that the amount so billed has been paid by the Lender or Issuer for one or more of the items described, or that such amount is then payable by the Lender or Issuer for such items. Amounts so billed shall be due and payable to the Lender within thirty (30) days after receipt of the bill by the Obligor.

ARTICLE 10

OPTION TO PURCHASE

Section 10.01. Prepayment Rights. Upon written notice delivered to Lender and Issuer at least thirty (30) days in advance, the Obligor shall be entitled to prepay its Loan Payments with respect to the Equipment identified on a particular Equipment Schedule and the Note related thereto, on any date on which a Loan Payment is due as specified in the applicable Equipment Schedule and applicable Note, by payment on such date of the applicable Prepayment Price plus a prepayment premium on the principal balance then outstanding as specified in the applicable Equipment Schedule and applicable Note, such premium representing a reasonable estimate of damages, which are not reasonably ascertainable on the date hereof and will not be ascertainable upon the date of any prepayment, to be incurred by the Lender as a result of the prepayment of the Prepayment Price, unless otherwise provided by the applicable Equipment Schedule.

Section 10.02. Consummation of Purchase. The Lender's security interest in the Equipment identified in a particular Equipment Schedule shall be terminated and released automatically in conjunction with the receipt of the full Prepayment Price or the final Loan Payment due thereunder, together with any Additional Payments due and owing with respect to such Equipment, unless an event of default hereunder shall have occurred and be continuing as of such date. On such date, the Lender shall deliver to the Obligor such deeds, termination statements, bills of sale and other documents and instruments as the Obligor shall reasonably require to evidence the release of all right, title and interest of the security interest of the Lender in such Equipment to the Obligor free and clear of all liens and encumbrances created by or arising, directly or indirectly, through the Lender.

Section 10.03. Mandatory Prepayment.

(a) An Agreement shall be subject to mandatory prepayment in whole at the Prepayment Price plus a prepayment premium on the principal balance then outstanding as specified in the applicable Equipment Schedule and applicable Note, upon the occurrence of an event of default.

(b) If all or substantially all of the assets of the Obligor, including the Obligor's interest in this Master Financing Agreement and the Equipment, are acquired in any manner by another entity, the Obligor may be required, at the direction of the Lender, to prepay in whole the Loan Payments under an Agreement at the then applicable Prepayment Price of all Equipment identified under any Equipment Schedule to this Master Financing Agreement plus a prepayment premium on the principal balance then outstanding as specified in the applicable Equipment Schedule and applicable Note, if among other pertinent reasons, Lender in its reasonable discretion determines that the creditworthiness of the other entity immediately after the acquisition is less than the creditworthiness of Obligor immediately before the acquisition.

ARTICLE 11

REGISTRATION AND TRANSFER OF NOTE, ASSIGNMENT, INDEMNIFICATION, MORTGAGING AND SELLING

Section 11.01. Registration of Note; Transfer and Assignment by Lender.

(a) The Issuer or its designee shall act as note registrar ("Note Registrar") for the registration and transfer of each Note hereunder, and as such shall keep a register ("Note Register") to evidence the registration, transfer and exchange of each Note at its principal office. The Note Register may be kept in any form that maintains a record of the registered owners of each Note and their addresses, including without limitation copies of each Note, assignments thereof or notices of assignments thereof.

(b) Any Note may be transferred without the necessity of obtaining the consent of Issuer or Obligor, but only upon the Note Register upon surrender thereof to the Note Registrar accompanied by (i) an assignment in substantially the form attached to such Note duly executed by the registered owner thereof or such registered owner's attorney or legal representative upon which the Issuer is entitled to rely without further investigation, and (ii) a copy of a notice of assignment sent to Obligor identifying the name, address and tax identification number of the transferee. Upon any such transfer, at the direction of the Note Registrar, Issuer shall execute and deliver in exchange for such Note a new Note registered in the name of the transferee, of the same series, of the same outstanding principal amount, maturing in the same amounts at the same times and bearing interest at the same rate. Lender shall have the right to request Issuer to approve one or more transfers or retransfers pursuant to a public offering of any Note or Lender's interests thereon, but such approval shall be in Issuer's sole discretion.

(c) The Issuer may make a charge against any registered owner requesting transfer of a Note for every such transfer in an amount sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer and such charge shall be paid before any such new Note shall be delivered. The reasonable fees and charges of the Issuer for making any transfer or exchange, and the expense of any note preparation necessary to effect any such transfer or exchange shall be paid by Obligor.

(d) The person in whose name any Note shall be registered on the Note Register shall be deemed and regarded by Issuer and Obligor as the absolute owner of such Note for all purposes, and payment of or on account of the principal of and prepayment premium, if any, and interest on any such Note shall be made only to or upon the order of the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) The Agreement related to any Note transferred hereunder and the right to receive Loan Payments and the Prepayment Price from Obligor thereunder, shall automatically be assigned to any transferee of Lender or any other registered owner of such Note without the necessity of any separate instrument of assignment so that the registered owner of such Note is also the owner of such Agreement and such rights. Issuer and Obligor agree to execute all documents including notices of assignment and amendments to financing statements, which may be reasonably requested by any such owner to protect their interest in the Equipment and the related Agreement.

Section 11.02. <u>No Sale, Assignment or Subleasing by Obligor</u>. Except as provided herein, this Master Financing Agreement and the interest of the Obligor in the Equipment may not be sold, assumed, assigned or encumbered by the Obligor without the prior written consent of Lender and an opinion of Bond Counsel addressed to Lender and Issuer to the effect that the exclusion of the interest on each Note from gross income for federal income tax purposes will not be affected by such action. No agreement or interest therein and no Equipment shall be subject to involuntary assignment, sublease, transfer or sale or to assignment, sublease, transfer or sale by operation of law in any manner whatsoever except as expressly provided in this Master Financing Agreement, and any such attempted assignment, sublease, transfer or sale shall be void and of no effect and shall, at the option of either the Lender or the Issuer, constitute an event of default hereunder. Nothwithstanding the foregoing and anything herein to the contrary, Lender hereby consents to the sale, transfer or assignment of not to exceed $1,500,000 of Equipment to Minnesota Valley Health Center, Inc. and/or Ridgeview 240 West LLC, the Obligor being the sole member of each, such value to be determined based on Purchase Agreement(s), and such sale, transfer or assignment does not require an opinion of Bond Counsel to the effect that the exclusion of the interest on each Note from gross income for federal income tax purposes will not be affected by such action.

Section 11.03. Indemnification; Tax Indemnification.

(a) Indemnification. As to this Master Financing Agreement and each Agreement, the Obligor agrees: (i) to indemnify and hold harmless the Lender and the Issuer and their agents, employees, officers, attorneys and directors from and, at the Obligor's expense, defend the Lender and Issuer and their agents, employees, officers, attorneys and directors against any and all claims, actions, proceedings, expenses, damages or liabilities whatsoever, and expenses in connection therewith including, without limitation, attorneys' fees and expenses, penalties and interest, arising out of or as the result of the entering into of this Master Financing Agreement and each Agreement; any investigation, inquiry or audit by any governmental authority and including expenses and fees arising out of events described in paragraph (b) of this Section 11.03; the ownership of any item of the Equipment governed thereby; any act of negligence of the Obligor, its officers, agents, contractors, servants, employees, licensees or invitees in connection with such Equipment or agreement; the recovery of claims under insurance policies on such Equipment; the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of such Equipment; arising out of or as a result of any violation of or non-compliance with any applicable environmental law or permit as such may relate to the Equipment or any use thereof; arising out of any treatment, handling, storage, processing or disposal or related aspect or action with respect to environmental matters as such may relate to the Equipment or any use thereof; or any accident in connection with the operation, use, condition, possession, storage or return of any item of such Equipment, any of the foregoing of which result in damage to property or the injury to or death of any person including, without limitation, latent and other defects, whether or not discernable by the Lender, Issuer or Obligor and any claim for patent, trademark or copyright infringement; (ii) that the indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations hereunder or under any Agreement or the termination of the Note Term for any reason; and (iii) that it shall not withhold or abate any portion of the payments required pursuant to such Agreement by reason of any defects, malfunctions, breakdowns or infirmities of the Equipment governed thereby. All amounts which become due from the Obligor under this section shall be payable by the Obligor within thirty (30) days following demand therefor by the Lender or the Issuer and shall survive the termination or expiration of this Master Financing Agreement and the subject Agreement.

(b) Tax Indemnification. If at any time there is a Determination of Taxability with respect to any Note, Lender shall either instruct Issuer by written notice to Issuer and Obligor to call, and upon the giving of such notice, Issuer shall be deemed to have called such Note for redemption at the applicable Prepayment Price on the date specified in such notice (which shall be within 30 days of the Determination of Taxability) or the Note shall begin bearing interest at the rate reflected in the Gross-Up Payments. In addition, regardless of which alternative is chosen, Obligor shall make a payment to Lender on such call date, or on the date of the first Note payment after the Determination of Taxability, as the case may be, sufficient to indemnify Lender on an After-Tax Basis for any Federal, state or local taxes imposed on any prior Interest payment as a result of such Determination of Taxability.

Section 11.04. Limitations of Liability. In no event, whether as a result of breach of contract, warranty, tort (including negligence or strict liability), indemnity or otherwise, shall the Lender, its assignees, if any, or the Issuer be liable for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenue, loss of use of the Equipment or any associated equipment, service materials or software, damage to associated equipment, service materials or software, cost of capital, cost of substitute equipment, service materials or software, facilities, services or replacement power, down time costs or claims of the Obligor's patients for such damages, or costs and claims associated with any treatment, handling, storage, processing or disposal or related aspect or action incurred with respect to environmental matters, and the Obligor shall indemnify and hold harmless the Lender and Issuer from any such damages.

Section 11.05. Immunity of Officers, Employees and Members of the Issuer. No recourse shall be had for the payment of the principal of or premium or interest on any of the Notes or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Master Financing Agreement or any Agreement contained against any past, present or future officer, member, employee, director or agent of the Issuer or of any successor governmental, public or private entity thereto, as such, either directly or through the Issuer or any successor governmental public or private entity thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Master Financing Agreement and the issuance of any Note.

ARTICLE 12

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default. The following constitute an "event of default" under this Master Financing Agreement:

(a) failure by the Obligor to pay to the Lender within ten (10) days of when due any Loan Payment or to pay any other payment required to be paid hereunder or under any other Agreement or indebtedness between the Lender and Obligor or their affiliates; or

(b) failure by the Obligor to maintain insurance on the Equipment in accordance with Section 7.04 hereof; or

(c) failure by the Obligor to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder, including without limitation, a breach of the Obligor's tax covenants contained in Section 2.03 hereof, or under any other Agreement between the Lender and the Obligor or the Issuer and Obligor, as the case may be, for a period of thirty (30) days after written notice is given to Obligor by the Lender or the Issuer, specifying such failure and requesting that it be remedied or performed provided that if corrective action is instituted by the Obligor within the applicable period and diligently pursued, the Lender and the Issuer shall not unreasonably withhold consent to an extension of the time period to address the default; or

(d) default shall occur in the payment, as and when the same shall become due, of the principal of, premium, if any, or interest on any indebtedness of Obligor for borrowed money, including without limitation any indebtedness created by any loan document, in a principal amount which, when added to the principal amount of all other indebtedness of Obligor with respect to which there is a similar default, exceeds $50,000,000 and any grace period applicable to such indebtedness shall have expired; or

(e) initiation by the Obligor of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of the Obligor; or

(f) the Obligor (i) is determined by the Lender or the Issuer to have made any material false or misleading statements or representation in connection with an Agreement, or (ii) sells, assigns, subleases, or otherwise transfers or encumbers all or any part of its interest in an Agreement or the Equipment without the Lender's and the Issuer's prior written consent.

Section 12.02. Remedies on Default. Whenever any event of default shall have occurred and be continuing, the Lender shall have the right, at its sole option, without any further demand or notice, to declare the unpaid principal portion of all Loan Payments (and the related Note or Notes) under any or all of the Agreements to be immediately due and payable and upon any such declaration to take any one or any combination of the following remedial actions with respect to the Equipment financed under the Agreements affected by such acceleration, except insofar as the same are not available to secured parties under Article 9 of the UCC or are otherwise prohibited by applicable law:

(a) Require the Obligor to assemble the Equipment at a place reasonably convenient to both the Lender and Obligor; and use or operate the Equipment for the purpose of preserving it;

(b) With or without terminating this Master Financing Agreement or any Agreement, take possession of the Equipment wherever situated, without any court order or other process of law and without liability for entering the premises, and lease, sublease or make other disposition of the Equipment for use over a term in a commercially reasonable manner, all for the account of the Lender or the Obligor; provided that the Obligor shall remain directly liable for the deficiency, if any, between (i) the rent or other amounts paid by a lessee of the Equipment pursuant to such lease or sublease during the same period of time, after deducting all costs and expenses, including reasonable attorney's fees and expenses incurred with respect to the recovery, repair and storage of the Equipment during such period of time and (ii) the sum of the Prepayment Price plus Additional Payments and all other amounts due hereunder:

(c) With or without terminating this Master Financing Agreement or any Agreement, take possession of the Equipment wherever situated, without any court order or other process of law and without liability for entering the premises, and sell any or all of the Equipment at a public or private sale, or otherwise dispose of, hold, use, operate, lease to others or keep idle the

Equipment, with ten (10) days' notice to the Obligor, all free and clear of any rights of the Obligor; provided that any and all such actions be taken in a commercially reasonable manner, all proceeds from such sale to be applied in the following manner:

FIRST, to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage and sale of the Equipment, including reasonable attorneys' fees and expenses,

SECOND, to pay (i) the Lender the amount of all unpaid Loan Payments, if any, which are then due and owing, together with interest and late charges thereon, (ii) the Lender the then applicable Prepayment Price (taking into account the payment of past due Loan Payments as aforesaid), plus a pro-rata allocation of interest, at the rate utilized to establish the interest component for the Loan Payment next due pursuant to the applicable Equipment Schedule, from the next preceding due date of a Loan Payment until the date of payment by the buyer, and (iii) the Lender and Issuer any other amounts due hereunder, including indemnity payments, reimbursement of any advances, Additional Payments and other amounts payable to the Lender or Issuer hereunder, and

THIRD, to pay the remainder of the sale proceeds, purchase moneys or other amounts paid by a buyer of the Equipment, to the Obligor;

(d) Proceed by appropriate court action to enforce performance by the Obligor of the applicable covenants of this Master Financing Agreement or to recover for the breach thereof, including the payment of all amounts due from the Obligor, in which event the Obligor shall pay or repay to the Lender all costs of such action or court action including without limitation, reasonable attorneys' fees; and

(e) Take whatever action at law or equity may appear necessary or desirable to enforce its rights or the rights of the Issuer with respect to the Equipment, in which event the Obligor shall pay or repay to the Lender and the Issuer all costs of such action or court action, including, without limitation, reasonable attorneys' fees.

Notwithstanding any other remedy exercised hereunder, the Obligor shall remain obligated to pay to the Lender any unpaid portion of the Prepayment Price. To the extent permitted by applicable law, the Obligor hereby waives any rights now or hereafter conferred by statute or otherwise which might require the Lender to use, sell, lease or otherwise dispose of any Equipment in mitigation of the Lender's damages or which might otherwise limit or modify any of the Lender's rights hereunder.

All of the Obligor's right, title and interest in any Equipment the possession of which is retaken by the Lender upon the occurrence of any event of default (including, without limitation, construction contracts, warranties, guaranties or completion assurances applicable to such Equipment) shall pass to the Lender, and the Obligor's rights in such Equipment shall terminate immediately upon such repossession.

Section 12.03. Return of Equipment. If an event of default has occurred and is continuing, the Obligor shall allow the Lender to recover the Equipment at the Obligor's sole cost and expense, including without limitation, all costs of transportation. The cost of all transportation of

Equipment of any nature prior to the expiration or prior termination of an Agreement will be at the Obligor's sole expense. In the event that the Obligor makes modifications to a site after any Equipment has been installed therein and such modifications impede the removal of the Equipment, the cost of removing the impediments and restoring the site shall be the sole expense of the Obligor.

Section 12.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Master Financing Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any such right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required by this Article XII. In any event the Lender shall have no recourse against the Issuer for an event of default hereunder. All remedies herein conferred upon or reserved to the Lender or Issuer shall survive the termination of this Master Financing Agreement.

Section 12.05. Late Charge; Interest on Late Payment. Any Loan Payment, Additional Payments or other amounts payable by the Obligor to or for the benefit of the Lender or Issuer hereunder and not paid by the Obligor on the due date thereof or amounts advanced by the Lender under Section 7.05 shall, to the extent permissible by law, bear a one-time late charge equal to four percent (4%) of the amount of the past due Loan Payment, Additional Payments or other amounts. In addition, any amounts unpaid or so advanced, shall bear interest at the announced prime rate from the due date or the date advanced until the date paid.

ARTICLE 13

APPLICATION OF PROCEEDS, ACCEPTANCE

Section 13.01. Application of Note Proceeds. The Lender shall pay or provide the Note Proceeds in the amount and to the persons identified on the applicable Equipment Schedule pursuant to the terms of the Equipment Schedule. If approved by the Lender in its sole discretion, an amount not exceeding 2% of the Note Proceeds, together with funds provided by the Obligor, estimated to be needed to pay the costs associated with executing the Equipment Schedule, including the Initial Administrative Fee, if any, shall be disbursed or credited at the execution of each Agreement as payment of the costs associated with execution of such Agreement and the issuance of the related Note.

Section 13.02. Completion of Acquisition of the Equipment. The Obligor shall cause the Equipment to be acquired and installed free of any liens or claims of others except for this Master Financing Agreement. Completion of the acquisition of the Equipment identified by a particular Equipment Schedule shall be evidenced by the Obligor's filing with Lender a Certificate of Acceptance. At such time the Issuer, at the request of the Lender, and Lender shall execute and deliver such documents or assurances, including amendments to UCC filings, as may be necessary to reflect accurately the items of Equipment financed by the Note Proceeds derived from such Agreement.

ARTICLE 14

MISCELLANEOUS

Section 14.01. Notices. All notices pursuant to this Master Financing Agreement shall be in writing and shall be (i) personally delivered; (ii) sent by certified mail return receipt requested; (iii) sent by overnight courier of national reputation; (iv) transmitted by telecopy with receipt confirmed by telephone; or (v) delivered by electronic mail in pdf format. All notices shall be directed to the party intended as the recipient thereof at the address, fax number or email address of such party set forth in the first paragraph herein, or at such other address, fax number or email address or to the attention of such other person as such party shall have designated for such purpose in a written notice. Notices shall have been deemed to have been given on: (i) the date received if personally delivered, posted by certified mail or sent by overnight courier; (ii) the date received and receipt is confirmed by telephone if transmitted by telecopy; and (iii) the date received and receipt is confirmed by affirmative acknowledgement if delivered by electronic mail as long as the acknowledgement is not generated on an automatic basis.

Section 14.02. Binding Effect. This Master Financing Agreement shall inure to the benefit of and shall be binding upon the Lender, Issuer, Obligor and their respective successors and assigns, if any.

Section 14.03. Severability. In the event any provision of this Master Financing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. To the extent permitted by law, the terms of this Master Financing Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 14.05. No Recourse under this Master Financing Agreement or any Agreement. All covenants, stipulations, promises, agreements and obligations of the Lender, Issuer and Obligor contained in this Master Financing Agreement and any Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Lender, Issuer and Obligor respectively, and not of any director, member, officer or employee of the Lender, Issuer or Obligor or any person executing this Master Financing Agreement or any Agreement.

Section 14.06. Execution in Counterparts. This Master Financing Agreement or any Equipment Schedule may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument and any of the parties hereto may execute this Master Financing Agreement or Equipment Schedules by signing any such counterpart.

Section 14.07. Applicable Law. This Master Financing Agreement shall be governed by and construed in accordance with the laws, excluding the laws relating to the choice of law, of the State.

Section 14.08. Jury Trial Waiver. THE PARTIES TO THIS MASTER FINANCING AGREEMENT HEREBY UNCONDITIONALLY WAIVE, IN A KNOWING AND INTENTIONAL MANNER, THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS MASTER FINANCING AGREEMENT, ANY AGREEMENT, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THEM. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court (including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS MASTER FINANCING AGREEMENT, ANY AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 14.09. Captions. The captions or headings in this Master Financing Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Master Financing Agreement.

Section 14.10. Entire Agreement. This Master Financing Agreement together with Equipment Schedules, and the attachments thereto, attached hereto constitutes the entire agreement between the Lender, Issuer and Obligor. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Master Financing Agreement or the Equipment financed hereunder. All terms and conditions of any purchase order or other documents submitted by the Obligor in connection with this Master Financing Agreement which are in addition to or inconsistent with the terms and conditions of this Master Financing Agreement will not be binding on the Lender and will not apply to this Master Financing Agreement. An Agreement, including the respective Equipment Schedule and exhibits hereto, shall not be effective or binding upon the respective parties hereunder until it is executed on its behalf by one of its authorized officers.

Section 14.11. Waiver. The Lender's, Issuer's or Obligor's failure to enforce at any time or for any period of time any provision of an Agreement shall not be construed to be a waiver of such provision or of the right of the Lender, Issuer or Obligor thereafter to enforce each and every provision. No express or implied waiver by the Lender, Issuer or Obligor of any default or remedy of default shall constitute a waiver of any other default or remedy of default, or a waiver of any of the Lender's, Issuer's or Obligor's rights.

Section 14.12. Disclosure of Information. Except as may be otherwise consented to in a subsequent writing signed by a duly authorized representative of the Lender and the Issuer, any information, suggestion or idea transmitted by the Obligor to the Lender or the Issuer is not to be regarded as secret or submitted in confidence and no compensation of any kind or in any amount will be paid to the Lender or the Issuer if either of such parties elect to use such information, suggestion or idea.

Section 14.13. Survivability. All of the limitations of liability and indemnities contained in an Agreement shall continue in full force and effect notwithstanding the expiration or early termination of the Agreement and are expressly made for the benefit of, and shall be enforced by, the Lender, Issuer and Obligor, or their successors and assigns.

Section 14.14. Covenants of Ridgeview 240 West LLC ("240") and Minnesota Valley Health Center, Inc. ("MVHC," and collectively with 240, the "Affiliates"). Affiliates represent, warrant and covenant, for the benefit of the Lender and Issuer, as follows:

(a) Each Affiliate is, and throughout the term of this Master Financing Agreement shall continue to be a (i) a non-profit corporation, duly organized and existing under the laws of the State for purposes which include the provision of health care services; (ii) an organization described in Section 501(c)(3) of the Code or a disregarded entity of Obligor for federal income tax purposes which has taken no action nor will take any action to elect to be taxed as a corporation under the Code; and (iii) authorized to lease, sublease, purchase and hold real and personal property.

(b) Each Affiliate shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence and status as an organization described in Section 501(c)(3) of the Code or a disregarded entity of Obligor for federal income tax purposes.

(c) During the Note Term, except as otherwise permitted by this Master Financing Agreement, the Equipment shall be used by Affiliates only in conjunction with their corporate purposes of performing services related to their status as an organization described in Section 501(c)(3) of the Code or a disregarded entity of Obligor, and consistent with the permissible scope of Affiliates' respective authority, and will not be used in an unrelated trade or business of the respective Affiliate or in the trade or business of any person or entity other than the respective Affiliate, except as permitted under the Code.

(d) Each Affiliate covenants that it will take any and all actions lawfully within its powers and applicable to the acts done or omitted by Affiliate so as to maintain an exclusion from gross income for federal income tax purposes of the interest on each Note, and that it will not perform any act or enter into any agreement or use or permit the use of the Equipment or any portion thereof in a manner that will have the effect of terminating such exclusion from gross income for federal income tax purposes of the interest on each Note received by Lender.

(e) Each Affiliate covenants that it will not perform any act or enter into any agreement that will adversely affect the status of the Affiliate as an organization described in Section 501(c)(3) of the Code or as a disregarded entity of Obligor, as the case may be, and will conduct its operation in a manner that will conform to the standards necessary to qualify the Affiliate as an organization described in Section 501(c)(3) of the Code or as a disregarded entity of Obligor, as the case may be.

(f) Each Affiliate covenants that it will not use or permit the use of any Equipment in any manner, or for any trade or business unrelated to the exempt purpose of the Affiliate or the

Obligor, as the case may be, which could adversely affect the exclusion from gross income for federal income tax purposes of the interest on each Note. Except as permitted under the Code, neither Affiliate will lease the Equipment to or permit the use of the Equipment by any person that is not either (i) an organization exempt from federal income taxation under Section 501(c)(3) of the Code which is not using the Equipment in any trade or business that constitutes an unrelated trade or business as defined in Section 513 of the Code with respect to that organization or in any private business use within the meaning of Section 141 of the Code or (ii) a governmental unit (other than the Federal government).

(g) Neither Affiliate will take or permit any action or omit to take any action that would cause any of the Notes to be an arbitrage bond within the meaning of Section 148 of the Code.

(h) Each Affiliate covenants that it will not take any action or permit or suffer any action to be taken or condition to exist if the result of such action or condition would be to cause the Notes to be guaranteed directly or indirectly in whole or in part by the United States or by any agency or instrumentality thereof.

(i) Neither Affiliate will consolidate with or merge into any person, or permit any other person to merge into it, or sell all or substantially all its assets to any person (in a transaction analogous in purpose or effect to a consolidation or merger) unless an opinion of Bond Counsel is obtained and provided to Issuer and Lender to the effect that the exclusion of the interest on each Note from gross income for federal income tax purposes will not be affected by such action.

(j) There is no litigation pending, or to the best of their knowledge threatened, against the Affiliates affecting its or their ability to carry out the terms of this Master Financing Agreement.

(k) Each Affiliate shall at all times protect and defend, at its own cost and expense, its title to the Equipment sold, transferred or assigned to it by the Obligor ("Transferred Equipment"), from and against all claims, liens and legal processes of creditors of the Affiliate, and keep all Transferred Equipment free and clear of all such claims, liens and processes. The Transferred Equipment is and shall remain personal property. Upon the occurrence of an event of default under any Agreement or this Master Financing Agreement by the Lender pursuant to Article XII, (i) the Lender may exercise the remedies described in Article XII, including repossession and sale of the Transferred Equipment; and (ii) full and unencumbered legal title to the Transferred Equipment shall pass and revert to the Lender, and the Issuer and Obligor and Affiliate shall have no further interest therein, (iii) the Issuer and Obligor and Affiliate shall execute and deliver to the Lender such documents as the Lender may request to evidence the passage of Issuer's and Obligor's and Affiliate's title and interest therein; and (iv) upon request by the Lender, the Affiliate shall deliver possession of the Transferred Equipment to the Lender.

(l) The Transferred Equipment is, and during the period this Master Financing Agreement is in force will remain, either (i) personal property and, when subjected to use by the Affiliates hereunder, will not be or become fixtures or, (ii) if any portion of the Transferred Equipment may be considered to be a fixture by the Lender, the Affiliates shall authorize filings to be made with the applicable governmental officials and offices to create and preserve for the Lender a perfected first priority security interest in the Transferred Equipment. Each Affiliate grants to the Issuer and Issuer assigns to the Lender a first priority security interest in and to the Transferred Equipment and/or such other security interest as may be appropriate, given the nature of the Transferred Equipment financed, and in and to any moneys and investments held from time to time in an escrow or like account entered into pursuant to an Equipment Schedule.

(m) During the Note Term, except as otherwise permitted by this Master Financing Agreement, the Transferred Equipment shall be used by the Affiliates only in conjunction with their corporate purpose of performing services related to their status as organizations described in Section 501(c)(3) of the Code (or disregarded entities of Obligor) and consistent with the permissible scope of the Affiliates' authority and will not be used in an unrelated trade or business of the Affiliates or the Obligor or in the trade or business of any person or entity other than the Affiliates or the Obligor, except as permitted under the Code.

(n) In order to secure all of Obligor's obligations hereunder to the Issuer, and to Lender as the Issuer's assignee, each Affiliate hereby: (i) grants to Lender a security interest constituting a first lien on any and all right, title and interest of Obligor in the Transferred Equipment owned it; (ii) agrees that each Agreement may be filed as a financing statement evidencing such security interest in the Transferred Equipment governed thereby; and (iii) agrees to execute and deliver such additional documents, including financing statements, certificates of title, affidavits, notices and similar instruments, in form satisfactory to the Lender, necessary or appropriate to perfect and maintain such security interest in the Transferred Equipment. If the Lender's security interest in the applicable Transferred Equipment shall terminate in accordance with Section 4.02(a) or (b), at the request of the Obligor, the Lender shall execute and deliver to Obligor or Affiliates documents which evidence the termination of the Lender's security or other interest in such Transferred Equipment.

(o) Except as provided in Section 6.01 above, Affiliates shall promptly discharge any liens placed on the Transferred Equipment, including, without limitation, any mechanic's or materialmen's liens. If requested by Lender, Affiliates shall obtain any landlord's and mortgagee's waiver of rights to the Transferred Equipment owned by an Affiliate as fixtures or otherwise. Furthermore, if requested by the Lender, Affiliates shall obtain the waiver of any interest in the Transferred Equipment from any owner of, or a secured party with an interest in, equipment on which the Transferred Equipment becomes an accession. To the extent that the Transferred Equipment would be subject to a lien upon its acquisition by an Affiliate under any agreement or other instrument to which any Affiliate is a party, the Affiliate shall obtain a waiver of such lien.

(p) Each Affiliate shall provide written notice to the Lender and the Issuer of any change: (i) in its name; (ii) corporate structure including consolidations and merger and a sale of all or substantially all of its assets; and (iii) principal place of business. Such notice shall be provided forty-five (45) days in advance of the date that such change is planned to take effect.

(q) The Lender shall have the right at all reasonable times during business hours, upon reasonable advance notice to the Affiliate, to enter into and upon the property on which the Transferred Equipment is located for the purpose of inspecting such Transferred Equipment, to observe its use and operation or to remove such Transferred Equipment pursuant to Article XII hereof, whether or not the Equipment is located on the Affiliate's property or elsewhere.

IN WITNESS WHEREOF, the parties hereto have executed this Master Financing Agreement in their respective corporate names by a duly authorized officer, all as of the date first written above.

LENDER:

BANC OF AMERICA PUBLIC CAPITAL CORP

By: ______________________________________
Title: Authorized Agent

[Signature Page – Master Financing Agreement among Banc of America Public Capital Corp, the City of Chaska, Minnesota, and Ridgeview Medical Center

IN WITNESS WHEREOF, the parties hereto have executed this Master Financing Agreement in their respective corporate names by a duly authorized officer, all as of the date first written above.

ISSUER:

CITY OF CHASKA, MINNESOTA

By: ______________________________________
Name: Mark Windschitl
Title: Mayor

By: ______________________________________
Name: Matt Podhradsky
Title: City Administrator

[Signature Page – Master Financing Agreement among Banc of America Public Capital Corp, the City of Chaska, Minnesota, and Ridgeview Medical Center

IN WITNESS WHEREOF, the parties hereto have executed this Master Financing Agreement in their respective corporate names by a duly authorized officer, all as of the date first written above.

OBLIGOR:

RIDGEVIEW MEDICAL CENTER

By: ______________________________________
Michael Phelps, President and CEO

[Signature Page – Master Financing Agreement among Banc of America Public Capital Corp, the City of Chaska, Minnesota, and Ridgeview Medical Center

IN WITNESS WHEREOF, the undersigned have executed this Master Financing Agreement in their respective corporate names by a duly authorized officer, all as of the date first written above, only to be bound by the provisions of Section 14.14. No other provisions of this Master Financing Agreement apply to the undersigned, and the undersigned shall not be deemed obligors, co-obligors, borrowers or parties to any agreement with Lender with respect to the Equipment.

MINNESOTA VALLEY HEALTH CENTER, INC.

By: ______________________________
Stacey Lee, Administrator

RIDGEVIEW 240 WEST LLC

By: ______________________________
Michael Phelps, Chief Manager

EXHIBIT A

EQUIPMENT SCHEDULE NO. __

TO MASTER FINANCING AGREEMENT

among

BANC OF AMERICA PUBLIC CAPITAL CORP,
as Lender

and

CITY OF CHASKA, MINNESOTA
as Issuer

and

RIDGEVIEW MEDICAL CENTER
as Obligor

THIS EQUIPMENT SCHEDULE NO. __ (this "Schedule") to the Master Financing Agreement identified above (the "Master Financing Agreement") is entered into as of __________, 20__, by and among Banc of America Public Capital Corp, as lender ("Lender"), City of Chaska, Minnesota, as issuer ("Issuer) and Ridgeview Medical Center, as obligor ("Obligor"). All of the provisions of the Master Financing Agreement are incorporated herein by reference as if fully set forth herein and capitalized terms used herein and not defined shall have the meanings assigned them in the Master Financing Agreement.

1. The Master Financing Agreement and this Schedule No. __ jointly constitute an Agreement (this "Agreement"). Lender shall purchase Issuer's Health Facilities Revenue Note (Ridgeview Medical Center Project), Series 20__ (the "Series 20__ Note"), in the principal amount of $___.00, and Issuer shall issue the Series 20__ Note to Lender for a purchase price equal to the principal amount thereof to be paid by the disbursement of the Series 20__ Note Proceeds by Lender in accordance with Obligor's Certificate of Acceptance and Payment Instructions directing flow of funds at the closing of this Agreement. Funds placed in escrow shall be disbursed post-closing in accordance with the Escrow Agreement dated __________ among Obligor, Issuer, Lender and ____________, as escrow agent (the "Escrow Agreement"). Lender hereby loans to Issuer, Issuer borrows from Lender, Issuer hereby loans to Obligor, and Obligor borrows from Issuer, in each case subject to the provisions of the Agreement, the funds for the purchase of the Equipment identified in Exhibit 1 hereto (the "Equipment").

2. Obligor hereby certifies that the description of the Equipment set forth above is accurate and reasonably identifies it for UCC purposes. The Equipment identified in item 1 above shall be located at:

City	County	State
		Minnesota

3. Issuer is issuing the Series 20__ Note in the principal amount of $__.00 to finance the costs of the Equipment. The proceeds of the Series 20__ Note shall be loaned to Obligor pursuant to the Master Financing Agreement. The Loan Payments made by Obligor pursuant to paragraph 4, which correspond in time and amount to the payments of principal and interest on the Series 20__ Note, will be paid directly to Lender as Issuer's assignee and credited against Issuer's payment obligations under the Series 20__ Note.

4. The Series 20__ Note Proceeds which Lender shall pay or provide to Obligor in connection with this Schedule is $_________, of which $__________ is for the costs of issuing the Series 20__ Note. The Series 20__ Note Proceeds shall be disbursed in accordance with Obligor's Certificate of Acceptance and Payment Instructions provided at the closing of this Agreement and post-closing from the Escrow Agreement as detailed therein. The Loan Payment dates, Loan Payment amounts (including the principal and interest components thereof) and the Prepayment Price of the Equipment are as set forth in Exhibit 2 hereto. The Note Term for the Series 2023A Note commences _______ and ends, subject to earlier prepayment or termination, on ________.

5. Reserved.

6. Until Obligor receives written notification to the contrary, all Loan Payments, and other payments due to Lender, are to be paid to the Lender at the following address:

Banc of America Public Capital Corp
P.O. Box 100918
Atlanta, Georgia 30384-0918

or by wire transfer in immediately available funds to:

ABA/Routing # 0260-0959-3
Beneficiary Name: Banc of America Public Capital Corp
Account # 12339-03984

Payments may also be made by ACH transfer as arranged between Lender and Obligor.

All payments to Issuer are to be paid to the Issuer at the following address:

City of Chaska, Minnesota
One City Hall Plaza
Chaska, Minnesota 55318-1950
Attn: City Administrator and Administrative Services Director

7. Obligor further represents, covenants and warrants that it has not taken and will not take, cause to be taken or fail to take any action which will cause the interest on the Series 20__

Note to be or become subject to federal income taxation under the Code, and that all of its representations, covenants and warranties of Obligor contained in the Master Financing Agreement were true and accurate as of the date made, remain true and accurate as of the date of this Schedule and are hereby reaffirmed.

8. Issuer further represents, covenants and warrants that it has not taken and will not take or cause to be taken any action which will cause the interest on the Series 20__ Note to be or become includable in gross income for purposes of federal income taxation under the Code, and that all of its representations, covenants and warranties of Issuer contained in the Master Financing Agreement were true and accurate as of the date made, remain true and accurate as of the date of this Schedule and are hereby reaffirmed.

9. The Equipment will be used by Obligor for hospital/health facility purposes. The use of the Equipment is essential to Obligor's proper, efficient and economic operation.

10. Lender's security interest in all of the Equipment listed on all Schedules to the Master Financing Agreement shall secure the payment of all of the Notes and the payment and performance of all of the Obligor's obligations and liabilities to Lender pursuant to all such Schedules. Lender's security interest in such Equipment shall not be terminated, in whole or in part, until and unless all of the Notes have been paid and all of the obligations and liabilities of Obligor to Lender and Issuer pursuant to the Schedules has been fully performed.

11. The Series 20__ Note and the Loan Payments are subject to optional and mandatory prepayment pursuant to Sections 10.01 and 10.03 of the Master Financing Agreement on any Loan Payment date and with the prepayment premium, as set forth in Exhibit 2 hereto. The Series 2023A Note and the Loan Payments are also subject to prepayment under the circumstances described in Article VIII or 11.03(b) of the Master Financing Agreement.

12. [Insert additional covenants, if applicable.]

IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. __ as of the day and year first written above.

BANC OF AMERICA PUBLIC CAPITAL CORP,
as Lender

By: ____
Name: ______________________________________
Title: _______________________________________
An Authorized Agent

CITY OF CHASKA, MINNESOTA,
As Issuer

By: ____
Name: Mark Windschitl
Title: Mayor

By: ____
Name: Matt Podhradsky
Title: City Administrator

RIDGEVIEW MEDICAL CENTER,
as Obligor

By: ____
Name: ______________________________________
Title: _______________________________________
An Authorized Officer

Counterpart No. ____ of 3 manually executed and serially numbered counterparts. To the extent this Schedule constitutes paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT 1 TO EQUIPMENT SCHEDULE NO. __

EQUIPMENT DESCRIPTION

[Insert Equipment Description]

EXHIBIT 2 TO EQUIPMENT SCHEDULE NO. __

PAYMENT SCHEDULE

Payment Date	Payment Amount	Principal Portion of Payment Amount	Interest Portion of Payment Amount	Prepayment Price*
Total				

* The Prepayment Price will be supplemented by a prepayment premium as set forth below.

[Insert prepayment dates and prepayment premium provision, if any.]

EXHIBIT B

UNITED STATES OF AMERICA
CITY OF CHASKA, MINNESOTA
HEALTH FACILITIES REVENUE NOTE
(RIDGEVIEW MEDICAL CENTER PROJECT)
SERIES 20__

Registered Owner: **BANC OF AMERICA PUBLIC CAPITAL CORP**

Principal Sum: **__________________ MILLION DOLLARS ($__________________)**

City of Chaska, Minnesota (the "Issuer"), a municipal corporation and political subdivision duly created and validly existing under the laws of the State of Minnesota, for value received, hereby promises to pay to the Registered Owner named above or registered assigns or legal representatives, but only from the sources hereinafter described, the principal sum shown above on the dates and in the amounts hereafter provided, unless and except as paid prior thereto, together with interest thereon on the principal balance hereof from time to time remaining unpaid, from the date hereof to the date of maturity or earlier payment of this Note at the rate of __% per annum, such interest being payable on _________ __, 20__, and on the __ day of each month thereafter until fully paid. Interest shall be computed on the basis of a year of 360 days and twelve 30-day months.

The principal amount of this Note shall be paid in monthly installments on the __ day of each month in the amounts as set forth in **Exhibit 1** hereto, subject to credit upon such installments all in accordance with the Master Financing Agreement and the terms and conditions therein provided.

This Note is a duly authorized Note of the Issuer designated City of Chaska, Minnesota Health Facilities Revenue Note (Ridgeview Medical Center Project), Series 20__ (the "Note") issued under and pursuant to Minnesota Statutes Sections 469.152 through 469.165, as from time to time amended (the "Act"), and under and pursuant to a Master Financing Agreement dated as of _________ _, 20__ (the "Master Financing Agreement") among the Issuer, Ridgeview Medical Center, a Minnesota nonprofit corporation (the "Obligor"), and Banc of America Public Capital Corp (together with its successors and assignees, "Lender") and Schedule No. __ thereto dated as of _________ 1, 20__ ("Schedule No. __" and with the Master Financing Agreement, the "Agreement"). The Note is issued for the purpose of making a loan (the "Loan") to the Obligor, to pay, together with other available funds of the Obligor, the cost of acquiring, constructing and equipping certain hospital and other healthcare facilities of the Obligor, and the cost of issuing the Note, pursuant to the Agreement.

The Obligor has pledged to repay the Loan in amounts and at times fully sufficient to enable the Issuer to pay the principal of and interest on this Note as the same become due. To secure repayment of the Loan and performance of its other obligations under the Master Financing Agreement, the Obligor and its affiliates have granted to the Issuer a security interest in the Equipment (as defined in the Master Financing Agreement), all as provided in and subject to the terms, limitations, conditions and exceptions specified in the Master Financing Agreement. The

Issuer has pledged to the Lender the repayments of the Loan and the aforesaid security therefor to secure payment of the principal of and the interest on this Note.

This Note is subject to prepayment under **Section 10.01** of the Master Financing Agreement and **Paragraph 11** of Schedule No. __, at the option of Obligor, or under the circumstances described in **Article VIII** or **11.03(b)** of the Master Financing Agreement. This Note is also subject to mandatory prepayment at the direction of the Lender pursuant to **Section 10.03** of the Master Financing Agreement and **Paragraph 11** of Schedule No. __.

THIS NOTE AND THE INTEREST THEREON ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF LOAN PAYMENTS DERIVED BY THE ISSUER UNDER THE AGREEMENT AND ARE SECURED BY A PLEDGE AND ASSIGNMENT OF SUCH LOAN PAYMENTS TO THE LENDER AS PROVIDED IN THE AGREEMENT. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF MINNESOTA OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NOT CONSTITUTE A PLEDGE OF THE FULL FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS PROVIDED FOR IN THE MASTER FINANCING AGREEMENT. THE ISSUANCE OF THIS NOTE SHALL NOT, DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY ANY FORM OF TAXATION THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE STATE SHALL NOT IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS NOTE OR FOR THE PERFORMANCE OF ANY PLEDGE, SECURITY INTEREST, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER WHICH MAY BE UNDERTAKEN BY THE ISSUER. NO BREACH BY THE ISSUER OF ANY SUCH PLEDGE, SECURITY INTEREST, OBLIGATION OR AGREEMENT MAY IMPOSE ANY LIABILITY, PECUNIARY OR OTHERWISE, UPON THE STATE OR ANY CHARGE UPON ITS GENERAL CREDIT OR ITS TAXING POWER.

In the event of default hereunder, the registered owner hereof shall have the following rights or remedies: (i) to immediately declare the entire unpaid amount of the principal of this Note immediately due and payable in full without notice to or demand on the Issuer of any kind and without presentation, demand or protest, all of which are hereby waived; (ii) the registered owner may at its option exercise from time to time any and all rights and remedies available to it as the Issuer's assignee under the Master Financing Agreement. No failure of the registered owner hereof to exercise any right hereunder shall be construed as a waiver of the right to exercise the same or any other right at any other time.

In addition to all other rights possessed by it, the registered owner hereof shall have the following rights, each of which may be exercised at any time: (i) to notify the Obligor or any other persons obligated under the Master Financing Agreement to make payment to the registered owner of this Note any amounts due or to become due thereon; and (ii) to apply any amounts received under or pursuant to the Master Financing Agreement against the principal of and interest on this Note.

This Note is a fully-registered Note issued without option of conversion into a Note or Notes of any other form or denomination except upon transfer as stated below. This Note may be transferred only in the manner and on the terms and conditions stated in the Master Financing Agreement.

This Note is transferable, as provided in the Master Financing Agreement, only upon the Note Register upon surrender of this Note to the Issuer accompanied by (i) an assignment in substantially the form attached to this Note duly executed by the registered owner hereof or his authorized attorney or legal representative, and (ii) a copy of a notice of assignment sent to the Obligor identifying the name, address and tax identification number of the transferee. Upon any such transfer, a new Note in the same outstanding principal amount shall be issued to the transferee in exchange therefor as provided in the Master Financing Agreement. The Issuer and the Obligor may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or on the Master Financing Agreement against any member, officer or employee, past, present or future, of the Issuer or of any successor body as such, either, directly or through the Issuer under any constitutional provision, statute or rule of law, or by the enforcement of any assessment, or by any legal or equitable proceeding or otherwise.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of Minnesota.

IN WITNESS WHEREOF, the City of Chaska, Minnesota, has caused this Note to be executed in its name by the signature of its Mayor and City Administrator.

CITY OF CHASKA, MINNESOTA

By: ______________________________________
Name: Mark Windschitl
Title: Mayor

By: ______________________________________
Name: Matt Podhradsky
Title: City Administrator

Dated: _________ __, 20__

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto __________________________ (please print or type name and address of transferee) the within Note and all rights thereunder, and does hereby irrevocably constitute and appoint ____________________________ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ______________________________ Signed: ______________________________

In the presence of: ____________________

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his authority to act must accompany the Note.

Signature Guaranteed:

____

PROVISIONS OF REGISTRATION

The ownership of the unpaid principal balance of this Note and the interest accruing therein is registered on the books of the City of Chaska, Minnesota, in the name of the registered owner last noted below.

Date of Registration	Name and Address of Registered Owner	Signature of City Administrator
May 5, 2023	Banc of America Public Capital Corp 600 Peachtree Street NE, 11th Floor Atlanta, Georgia 30308-2265	

EXHIBIT 1 TO NOTE

[Insert Amortization Schedule]

EQUIPMENT SCHEDULE NO. 1

TO MASTER FINANCING AGREEMENT

among

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lender

and

CITY OF CHASKA, MINNESOTA
as Issuer

and

RIDGEVIEW MEDICAL CENTER
as Obligor

THIS EQUIPMENT SCHEDULE NO. 1 (this "Schedule") to the Master Financing Agreement identified above (the "Master Financing Agreement") is entered into as of May 1, 2023, by and among Banc of America Public Capital Corp, as lender ("Lender"), City of Chaska, Minnesota, as issuer ("Issuer) and Ridgeview Medical Center, as obligor ("Obligor"). All of the provisions of the Master Financing Agreement are incorporated herein by reference as if fully set forth herein and capitalized terms used herein and not defined shall have the meanings assigned them in the Master Financing Agreement.

1. The Master Financing Agreement and this Schedule No. 1 jointly constitute an Agreement (this "Agreement"). Lender shall purchase Issuer's Health Facilities Revenue Note (Ridgeview Medical Center Project), Series 2023A (the "Series 2023A Note"), in the principal amount of $22,000,000.00, and Issuer shall issue the Series 2023A Note to Lender for a purchase price equal to the principal amount thereof to be paid by the disbursement of the Series 2023A Note Proceeds by Lender in accordance with Obligor's Certificate of Acceptance and Payment Instructions directing flow of funds at the closing of this Agreement. Funds placed in escrow shall be disbursed post-closing in accordance with the Escrow Agreement dated May 5, 2023, among Obligor, Issuer, Lender and TMI Trust Company, as escrow agent (the "Escrow Agreement"). Lender hereby loans to Issuer, Issuer borrows from Lender, Issuer hereby loans to Obligor, and Obligor borrows from Issuer, in each case subject to the provisions of the Agreement, the funds for the purchase of the Equipment identified in Exhibit 1 hereto (the "Equipment").

2. Obligor hereby certifies that the description of the Equipment set forth above is accurate and reasonably identifies it for UCC purposes. The Equipment identified in item 1 above shall be located at:

City	**County**	**State**
Chaska	Carver	Minnesota
Waconia	Carver	Minnesota
Delano	Wright	Minnesota
Le Sueur	Le Sueur	Minnesota

3. Issuer is issuing the Series 2023A Note in the principal amount of $22,000,000.00 to finance the costs of the Equipment. The proceeds of the Series 2023A Note shall be loaned to Obligor pursuant to the Master Financing Agreement. The Loan Payments made by Obligor pursuant to paragraph 4, which correspond in time and amount to the payments of principal and interest on the Series 2023A Note, will be paid directly to Lender as Issuer's assignee and credited against Issuer's payment obligations under the Series 2023A Note.

4. The Series 2023A Note Proceeds which Lender shall pay or provide to Obligor in connection with this Schedule is $22,000,000, of which $[__________] is for the costs of issuing the Series 2023A Note. The Series 2023A Note Proceeds shall be disbursed in accordance with Obligor's Certificate of Acceptance and Payment Instructions provided at the closing of this Agreement and post-closing from the Escrow Agreement as detailed therein. The Loan Payment dates, Loan Payment amounts (including the principal and interest components thereof) and the Prepayment Price of the Equipment are as set forth in Exhibit 2 hereto. The Note Term for the Series 2023A Note commences May 5, 2023, and ends, subject to earlier prepayment or termination, on May 5, 2033.

5. Reserved.

6. Until Obligor receives written notification to the contrary, all Loan Payments, and other payments due to Lender, are to be paid to the Lender at the following address:

Banc of America Public Capital Corp
P.O. Box 100918
Atlanta, Georgia 30384-0918

or by wire transfer in immediately available funds to:

ABA/Routing # 0260-0959-3
Beneficiary Name: Banc of America Public Capital Corp
Account # 12339-03984

Payments may also be made by ACH transfer as arranged between Lender and Obligor.

All payments to Issuer are to be paid to the Issuer at the following address:

City of Chaska, Minnesota
One City Hall Plaza
Chaska, Minnesota 55318-1950
Attn: City Administrator and Administrative Services Director

7. Obligor further represents, covenants and warrants that it has not taken and will not take, cause to be taken or fail to take any action which will cause the interest on the Series 2023A Note to be or become subject to federal income taxation under the Code, and that all of its representations, covenants and warranties of Obligor contained in the Master Financing Agreement were true and accurate as of the date made, remain true and accurate as of the date of this Schedule and are hereby reaffirmed.

8. Issuer further represents, covenants and warrants that it has not taken and will not take or cause to be taken any action which will cause the interest on the Series 2023A Note to be or become includable in gross income for purposes of federal income taxation under the Code, and that all of its representations, covenants and warranties of Issuer contained in the Master Financing Agreement were true and accurate as of the date made, remain true and accurate as of the date of this Schedule and are hereby reaffirmed.

9. The Equipment will be used by Obligor for hospital/health facility purposes. The use of the Equipment is essential to Obligor's proper, efficient and economic operation.

10. Lender's security interest in all of the Equipment listed on all Schedules to the Master Financing Agreement shall secure the payment of all of the Notes and the payment and performance of all of the Obligor's obligations and liabilities to Lender pursuant to all such Schedules. Lender's security interest in such Equipment shall not be terminated, in whole or in part, until and unless all of the Notes have been paid and all of the obligations and liabilities of Obligor to Lender and Issuer pursuant to the Schedules has been fully performed.

11. The Series 2023A Note and the Loan Payments are subject to optional and mandatory prepayment pursuant to Sections 10.01 and 10.03 of the Master Financing Agreement on any Loan Payment date and with the prepayment premium, as set forth in Exhibit 2 hereto. The Series 2023A Note and the Loan Payments are also subject to prepayment under the circumstances described in Article VIII or 11.03(b) of the Master Financing Agreement.

12. During the Note Term, the Obligor shall comply with the following financial covenants to be measured annually based on audited financial statements:

(a) The Long-Term Debt Service Coverage Ratio shall not be less than 125%.

(b) The Days Cash on Hand shall not be less than 50 Days Cash on Hand.

(c) The Debt-to-Capitalization Ratio shall not be in excess of 62.5%.

A compliance certificate attesting to these financial covenants must be provided to Lender within 150 days after each fiscal year, commencing with the fiscal year ending December 31, 2023, executed by an officer of the Obligor, setting forth calculations demonstrating compliance with these financial covenants, which calculations shall be based on the audited financial statement(s) for the preceding fiscal year, and which financial statement(s) shall also be provided to Lessor, at the following address:

Banc of America Public Capital Corp.
Attn: PMG Credit Support
Mail code: RI1-537-05-07
1 Financial Plaza
Providence, RI 02903
Optional email: BAL_CREDITHCI@BOFA.COM

For purposes of this paragraph 12, the following definitions apply:

"Long-Term Debt Service Coverage Ratio" means, for any particular period of time, the ratio (expressed as a percentage) consisting of (i) a numerator equal to the amount determined by dividing Income Available for Debt Service for such period by the Maximum Annual Debt Service Requirement for such period and (ii) a denominator of one.

"Days Cash on Hand" means (a) cash, cash equivalents, marketable securities and board designated assets as of the date of the calculation divided by (b) the quotient obtained by dividing operating expenses less depreciation, amortization and other non-cash expenses for any period of twelve consecutive months by the number of days in such period.

"Debt-to-Capitalization Ratio" means, as of any date of calculation, the ratio (stated as a percentage) consisting of (i) a numerator equal to the amount of Indebtedness of the Obligated Group, and (ii) a denominator equal to (a) the amount of the numerator, plus (b) the Net Assets of the Obligated Group.

Related definitions are as follows:

"Accounts and General Intangibles" means "accounts" and "general intangibles," each as defined in Article 9 of the Uniform Commercial Code, as amended and adopted in the jurisdiction applicable to such accounts and general intangibles.

"Balloon Indebtedness" means (i) Long-Term Indebtedness of any Member of the Obligated Group 25% or more of the original principal amount of which is due in any 12-month period; provided, that, in calculating the principal amount of such Indebtedness due in any 12-month period, such principal amount shall be reduced to the extent that all or any portion of such amount is required to be amortized prior to such 12-month period; and (ii) Short-Term Indebtedness of any Member of the Obligated Group which at the time it is incurred, assumed or guaranteed is anticipated to be refinanced with Long-Term Indebtedness as evidenced by an Officer's Certificate of the Representative (on behalf of the Obligated Group) delivered to the Trustee at the time of issuance of such Short-Term Indebtedness; and (iii) Commercial Paper Indebtedness.

"Capitalized Interest" means that amount, if any, of the proceeds of the sale of any Note, Related Bond or other Indebtedness which is to be used to pay all or a portion of the interest accruing on such Note or Related Bond or other Indebtedness during the period (or any portion of the period) in which any Facilities to be financed or refinanced with the proceeds of such Note, Related Bond or other Indebtedness are to be acquired, constructed, remodeled, renovated or equipped.

"Capitalized Lease" means any lease of Property which, in accordance with GAAP, is required or permitted to be capitalized on the financial statements of the lessee, provided that the Representative may elect for any operating lease, as defined by the Financial Accounting Standards Board as of May 1, 2016, and any renewal of such operating lease, to be governed in accordance with GAAP as in effect on May 1, 2016.

"Capitalized Rentals" means, as of the date of determination, the amount at which the aggregate Net Rentals due and to become due under a Capitalized Lease would be reflected as a liability on a balance sheet of the lessee under such Capitalized Lease.

"Commercial Paper Indebtedness" means Short-Term Indebtedness incurred, assumed or guaranteed which is subject to a Commitment and for which it is anticipated that all or a portion thereof will be refinanced with a succeeding series of Short-Term Indebtedness for a period of at least three years as evidenced by an Officer's Certificate of the Representative (on behalf of the Obligated Group) delivered to the Trustee.

"Commitment" means, when used with respect to Balloon Indebtedness or Commercial Paper Indebtedness, a binding written commitment from a financial institution, surety or insurance company to refinance such Balloon Indebtedness on or prior to the maturity date thereof, including without limitation any letter of credit (and the reimbursement agreement relating thereto), line of credit, purchase agreement or other commitment made to assure payment of such Balloon Indebtedness.

"Contributions" means the aggregate amount of all contributions, grants, gifts, bequests and devises in the form of cash or marketable securities actually received by a Person during any particular period of time and which are not restricted by the donor in any way which would prevent their application to the payment of debt service on Indebtedness.

"Covered Indebtedness" means all or that portion of any Indebtedness of any Member of the Obligated Group to the extent that a Pass-Through Obligation provides for payment of such Indebtedness and interest thereon.

"Crossover Date" means the date on which or by which the proceeds of Crossover Refunding Indebtedness, as specified in the documents relating to the Crossover Refunding Indebtedness, are to be applied so as to render Outstanding Indebtedness no longer Outstanding.

"Crossover Refunded Indebtedness" means Indebtedness for the refinancing or refunding of which, by means of a Crossover Refunding Escrow, Crossover Refunding Indebtedness is issued, incurred or guaranteed.

"Crossover Refunding Escrow" means an escrow or similar segregated account established in connection with the issuance of Crossover Refunding Indebtedness in which the proceeds of the Crossover Refunding Indebtedness, less any portion thereof used to pay costs of issuance thereof and to fund any reserve or similar account established in connection therewith, are deposited upon the issuance thereof, and the amounts in which are required at some future time to be used, to pay principal of and premium, if any, on the Crossover Refunded Indebtedness or are to be applied in such a manner so as to cause the Crossover Refunded Indebtedness to be deemed no longer Outstanding.

"Crossover Refunding Indebtedness" means all Indebtedness assumed or guaranteed for the purpose of refinancing or refunding Crossover Refunded Indebtedness, the proceeds of which, less all or a portion of the amounts to be used to pay costs of issuance thereof and to fund any reserve or similar account established in connection therewith, are to be deposited in a Crossover Refunding Escrow upon the issuance thereof.

"Discount Note" or "Discount Related Bond" means, (i) in the case of Notes, any Note issued to secure Discount Related Bonds or initially offered to the public at a price less than the principal amount thereof, and (ii) in the case of a Related Bond, any Related Bond initially offered (other than to the underwriters thereof) at a price less than the principal amount thereof.

"Facilities" means all leasehold interests and buildings and all fixtures and equipment owned by a particular Person or group of Persons and which, under GAAP, may be depreciated, and all land.

"Fiscal Year" means the 12-month period ending on December 31 of each year, or such other 12-month period set forth in an Officer's Certificate of the Representative filed with the Trustee as the fiscal year of the Representative for accounting purposes.

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States of America.

"Gross Revenues" means, for any period of calculation, the aggregate of all operating and non-operating revenues of the Person for which the calculation is made (or if such calculation is being made with respect to a group of Persons, then for each Person in such group, determined, however, so as not to be counted more than once) including, but without limiting the generality of the foregoing, (i) patient and resident service revenues (net of contractual allowances and discounts for uncompensated care and uncollectible accounts), (ii) other operating revenues, (iii) Contributions; (iv) unrestricted investment income, (v) unrestricted endowment income, (vi) Net Proceeds from business interruption insurance, and (vii) any Capitalized Interest to be applied during the period of calculation; provided, that any calculation of the Gross Revenues of the Obligated Group or any Member thereof shall not take into account (A) any items which are (1) non-cash, (2) extraordinary, as determined in accordance with GAAP, or (3) non-recurring, or (B) any amounts received by any Member of the Obligated Group on any Pass-Through Obligation (other than amounts, if any, received by such Person during the period of calculation in excess of the debt service on the corresponding Covered Indebtedness) or (C) any revenues derived from Property which secures Non-Recourse Indebtedness but only to the extent such revenue was used or is expected to be used to pay principal of and interest on such Non-Recourse Indebtedness, or (D) any unrealized gains on the valuation of investments, including derivatives, and provided further that, if such calculation of Gross Revenues is being made with respect to the Obligated Group, Gross Revenues shall be calculated in a manner such that Gross Revenues attributable to transactions between any Member of the Obligated Group and any other Member of the Obligated Group shall be excluded. Unless otherwise specifically stated, the term "Gross Revenues" means the aggregate of the Gross Revenues (on a combined or consolidated basis) of each Member of the Obligated Group.

"Guaranty" means any obligation of any Obligated Group Member guaranteeing in any manner any obligation of any Third Party which would, if such guaranteed obligation were the obligation of such Obligated Group Member, constitute Indebtedness.

"Holder" means, (i) when used with respect to a Note, the Noteholder; (ii) when used with respect to a Related Bond, if such Related Bond is registered, the registered owner of such Related Bond, as shown on the books and records of the Related Bond Trustee kept for that purpose or, if such Related Bond is in non-registered form, the holder thereof; and (iii) when used with respect to other Indebtedness of any Member of the Obligated Group, the owner or holder thereof or a trustee representing the holders thereof.

"Income Available for Debt Service" means, for any period of calculation, the excess of Gross Revenues over Operating Expenses of the Person or group of Persons for which the calculation is made. Unless otherwise specifically stated, the term "Income Available for Debt Service" means the aggregate of the Income Available for Debt Service (on a combined or consolidated basis) for each Member of the Obligated Group.

"Indebtedness" means all Guaranties, all obligations for borrowed money, all installment purchase and similar obligations and all Capitalized Rentals, incurred or assumed by a particular Person or group of Persons, but excluding any item of Indebtedness for which there has been established an escrow or similar fund or account, satisfactory to the Holder of such obligation, for the payment in full of such item of Indebtedness when due and for which such Holder has exclusive recourse. In calculating Indebtedness of the Obligated Group, there shall be excluded (i) Indebtedness incurred by any Member of the Obligated Group to another Member of the Obligated Group, provided that such Indebtedness is subordinate to the Notes, (ii) any Guaranty by any Member of the Obligated Group of Indebtedness of any other Member of the Obligated Group and (iii) accounts payable, trade accounts or accrued expenses or liabilities or similar obligations incurred or assumed by a Person in the ordinary course of business.

"Lien" means any mortgage or pledge of, security interest in or lien, charge or encumbrance on any Property of any Member of the Obligated Group which secures any obligation to any Third Party.

"Long-Term Debt Service Requirement" means, for any particular period of time, the aggregate, without duplication, of the payments to be made during such period in respect of principal and interest (including mandatory sinking fund obligations) on Outstanding Long-Term Indebtedness and on Outstanding Short-Term Indebtedness which qualifies as Balloon Indebtedness of each Person or group of Persons with respect to which the calculation is being made. In calculating the Long-Term Debt Service Requirement, (i) with respect to Indebtedness represented by a guaranty of obligations of a Third Party, the amount of principal and interest payments shall be calculated in accordance with the assumptions set forth in Section 4.17(d) of the Master Trust Indenture, (ii) with respect to Balloon Indebtedness, the amount of principal and interest payments shall be calculated in accordance with the assumptions set forth in Section 4.16(e) of the Master Trust Indenture, (iii) with respect to Variable Rate Indebtedness, the amount of interest payments shall be calculated in accordance with the assumptions set forth in Section 4.17(b) of the Master Trust Indenture, (iv) with respect to Indebtedness subject to mandatory redemption or purchase in specified amounts and at specified times, the amount of principal coming due on such dates shall be taken into account, subject to the provisions of Section 4.16(e) of the Master Trust Indenture relating to Balloon Indebtedness, (v) with respect to Covered Indebtedness, the amount of principal and interest payments shall be calculated in accordance with the assumptions set forth in Section 4.17(e) of the Master Trust Indenture, (vi) with respect to Put Indebtedness, the amount of payments shall be calculated in accordance with the assumptions set forth in Sections 4.16(h) and 4.17(a) of the Master Trust Indenture, (vii) with respect to any Indebtedness, the amount of principal coming due shall be calculated in accordance with the assumption set forth in Section 4.17(f) of the Master Trust Indenture, if applicable, (viii) with respect to Crossover Refunding Indebtedness and any Outstanding Indebtedness to be refinanced or refunded with the proceeds thereof, the amount of principal and interest payments shall be calculated in accordance with Section 4.17(g) of the Master Trust Indenture, (ix) with respect to Indebtedness as to which an Obligated Group Member is jointly and severally liable with one or more Third Parties for the payment of principal thereof and interest thereon, the amount of principal and interest payments shall be calculated in accordance with Section 4.17(h) of the Master Trust Indenture, (x) the principal of and interest on Non-Recourse Indebtedness shall be excluded, (xi) in the case of Indebtedness incurred to finance the acquisition, construction, remodeling, renovation or equipping of Facilities, the interest on such Indebtedness shall be excluded from the determination of Long-Term Debt Service Requirement to the extent that (a) the same is to be provided from Capitalized Interest and (b) such Capitalized Interest is not included in Income Available for Debt Service against which the Long-Term Debt Service Requirement is being compared, and (xii) with respect to Indebtedness which has a reserve or similar fund established in connection therewith held by the Holder of the Indebtedness or by the Trustee or a Related Bond Trustee and securing such Indebtedness, there shall be excluded from the Long-Term Debt Service Requirement an amount equal to the interest on a portion of the principal amount of such Indebtedness equal to the amount then on hand in such reserve or similar account, valuing investments then on deposit therein at the cost thereof.

"Long-Term Indebtedness" means, with respect to a particular Person or group of Persons, all Indebtedness created, incurred or assumed by such Person or group of Persons which by its terms matures, or is renewable at the option of such Person or group of Persons to a date, more than one year after the date of the original creation, assumption or incurrence of such Indebtedness. Long-Term Indebtedness includes Guaranties of obligations which constitute Long-Term Indebtedness.

"Master Trust Indenture" means the Master Trust Indenture, dated as of December 1, 2018, by and between the Obligor and the Trustee.

"Maximum Annual Debt Service Requirement" means the highest Long-Term Debt Service Requirement for the then current or any succeeding Fiscal Year.

"Maximum Debt to Capitalization Ratio" means interest-bearing debt, both short and long-term liabilities, divided by total capital.

"Member of the Obligated Group" or "Member" or "Obligated Group Member" means, as of any particular date, the Obligor and any other Person which has on or prior to such date executed an Obligated Group Agreement subject to the provisions of the Master Trust Indenture.

"Net Assets" means the unrestricted net assets of any Person, determined in accordance with GAAP. Unless otherwise specifically stated, the term "Net Assets" shall refer to the Net Assets of the Obligated Group.

"Non-Recourse Indebtedness" means any Indebtedness secured by a Lien, liability for which is effectively limited to the Property purchased or otherwise acquired with the proceeds of such Indebtedness, with no recourse, directly or indirectly, to the Trust Estate or any other Property of any Obligated Group Member.

"Note" means a Note issued under the Master Trust Indenture.

"Obligated Group" means, as of any particular date, collectively, all Members of the Obligated Group as of that date. Currently, the Obligor is the sole Member of the Obligated Group.

"Obligated Group Agreement" means an agreement among the Representative (on behalf of the Members of the Obligated Group) and one or more other Persons for the benefit of the Trustee, whereby such other Person or Persons (i) agree to become an Obligated Group Member, (ii) agree to be bound by all of the terms and provisions of the Master Trust Indenture, including those covenants, agreements and restrictions applicable to Obligated Group Members, (iii) agree to be liable, jointly and severally, with all other Members of the Obligated Group for the payment when due of all Notes issued and to be issued under the Master Trust Indenture, (iv) grant to the Trustee a security interest in their Unrestricted Receivables, and (v) agree that the Trustee can enforce the same, in substantially the form set forth in the Master Trust Indenture.

"Officer's Certificate" means, with reference to Obligor or any other Obligated Group Member, a certificate in writing delivered to the Trustee, signed by the President or a Vice President or the Chief Financial Officer of Obligor or such other Obligated Group Member, as the case may be, or any other officer or officers designated by Obligor or such other Obligated Group Member, as the case may be; provided that any Officer's Certificate required from the Obligated Group shall be executed by the President or a Vice President or the Chief Financial Officer of the Representative.

"Operating Expenses" means, for any period of calculation, the aggregate of all losses and expenses, calculated in accordance with GAAP on a combined or consolidated basis, of the Person for which the calculation is being made (or if such calculation is being made with respect to a group of Persons, then for each Person in such group) (determined, however, so as not to be counted more than once), including deductions from Gross Revenues for taxes and other governmental charges, if any, incurred by the Person (or each Person, if a group of Persons) for which the calculation is made during such period, but excluding therefrom interest on Long-Term Indebtedness, depreciation and amortization expenses, any transfers by such Person or Persons to another Person or group of Persons, unrealized losses on the valuation of investments and derivatives and losses and expenses which are (i) non-cash, (ii) extraordinary, as determined in accordance with GAAP, or (iii) non-recurring, and, if such calculation of Operating Expenses is being made with respect to each Member of the Obligated Group, any such expenses attributable to transactions between Members of the Obligated Group shall be excluded. Unless otherwise specifically stated, the term "Operating Expenses" means the aggregate of the Operating Expenses (on a combined or consolidated basis) of each Member of the Obligated Group.

"Outstanding," (i) when used with respect to Indebtedness other than Related Bonds and Notes and as of any particular date, means that portion of the principal amount of such Indebtedness which remains unpaid on such date and for which there has not been established and funded fully as of such date an escrow or similar fund or account, satisfactory to the Holder of such Indebtedness, for the payment in full of such Indebtedness (including the principal, premium, if any, and interest thereof) when due and for which such Holder has exclusive recourse; (ii) when used with respect to Related Bonds (or Discount Related Bonds) and as of any particular date, has the meaning given to such term in the Related Bond Indenture; and (iii) when used with respect to Notes (or Discount Notes) and as of any particular date, means Notes Outstanding.

"Pass-Through Obligation" means any unconditional obligation of a Third Party to make payments to any Member of the Obligated Group under a lease, loan, installment sale or similar agreement, provided that (i) the amount loaned to such Third Party was derived from, or the Property subject to such lease, installment sale or similar agreement was financed or refinanced with, the proceeds of Covered Indebtedness, (ii) the payments to be made by the Third Party under such agreement (to the extent that such payments relate to debt service on such Covered Indebtedness) are at least equal in amount to the required debt service payments on such Covered Indebtedness and are payable at or before the time debt service payments are required to be made on such Covered Indebtedness, and (iii) with the consent of such Third Party, such agreement has been assigned and pledged by the Member of the Obligated Group to the Holder of such Covered Indebtedness and such agreement provides that payments (or portions thereof relating to debt service on such Covered Indebtedness) thereunder, either unconditionally or if there is an event of default under the related Covered Indebtedness, are to be made directly to such Holder.

"Person" means any natural person, firm, corporation, limited liability company, partnership, association, governmental authority or other entity.

"Property" means, with respect to any Person or group of Persons, any and all property whether real or personal, tangible or intangible and wherever situated, in which such Person or group of Persons has any right, title and interest, including without limitation an interest under any lease or Capitalized Lease.

"Put Indebtedness" means Indebtedness which is payable or required to be purchased or redeemed prior to its stated maturity date other than by reason of acceleration of such Indebtedness; *provided that*, in calculating the principal amount of such Indebtedness which is so payable or required to be purchased or redeemed in any 12-month period, such principal amount shall be reduced to the extent that all or any portion of such amount is required to be amortized prior to such 12-month period.

"Refunding Indebtedness" means all Indebtedness assumed or incurred for the purpose of refinancing or refunding Outstanding Indebtedness, including Outstanding Notes, so as to render such Indebtedness to be refinanced or refunded no longer Outstanding contemporaneously with the issuance thereof.

"Related Bonds" means any revenue bonds, notes or similar obligations issued by any state of the United States or political subdivision thereof or by any municipal corporation or other political subdivision formed under the laws of any such state or by any constituted authority, agency or instrumentality of any of the foregoing empowered to issue obligations on behalf thereof, the proceeds of which are loaned or otherwise made available to any Obligated Group Member in consideration (in whole or in part) for the execution and delivery of a Note to such state, municipal corporation, political subdivision, authority, agency or instrumentality, or a trustee acting on behalf of the holders of such revenue bonds, notes or similar obligations. The interest to be paid on any Related Bonds is not required to be exempt from federal income taxation.

"Representative" means the Obligor unless and until the Members of the Obligated Group appoint a different Member of the Obligated Group as their representative pursuant to the Master Trust Indenture, after which "Representative" means such other Member.

"Short-Term Indebtedness" means all Indebtedness which is not Long-Term Indebtedness.

"Third Party" means any Person other than any Member of the Obligated Group.

"Trust Estate" has the meaning assigned to it in the granting clauses of the Master Trust Indenture.

"Trustee" means UMB Bank, National Association, and any successor trustee under the Master Trust Indenture.

"Unrestricted Receivables" means all Accounts and General Intangibles now owned or hereafter acquired by any Obligated Group Member, and all proceeds therefrom, whether cash or noncash; excluding, however, gifts, grants, bequests, donations and contributions heretofore or hereafter made to or received by any Obligated Group Member, and the income and gains derived therefrom, which are specifically restricted by the donor or grantor to a particular purpose which is inconsistent with their use for payments required under the Master Trust Indenture or on the Notes.

"Variable Rate Indebtedness" means Long-Term Indebtedness, or any portion of Long-Term Indebtedness, the interest rate on which varies periodically such that the interest rate at a future date cannot accurately be calculated.

The related definitions are provided in this Schedule so that the financial covenants will be calculated using the same parameters as are used in the Master Trust Indenture ("MTI"). However, as the Lender is not protected by the MTI, and this Equipment Schedule and the related Note are not issued under the MTI, neither is the Lender bound by the MTI. In the event of a financial covenant default Lender can pursue any remedy available to it under the Master Financing Agreement, but not the MTI.

IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 1 as of the day and year first written above.

BANC OF AMERICA PUBLIC CAPITAL CORP,
as Lender

By: ________________________________

Name: ______________________________

Title: _______________________________
An Authorized Agent

[Signature Page – Equipment Schedule No. 1]
City of Chaska, Minnesota $22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 1 as of the day and year first written above.

CITY OF CHASKA, MINNESOTA,
as Issuer

By: _________________________________
Name: Mark Windschitl
Title: Mayor

By: _________________________________
Name: Matt Podhradsky
Title: City Administrator

IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 1 as of the day and year first written above.

RIDGEVIEW MEDICAL CENTER,
as Obligor

By: ______________________________
Michael Phelps, President and CEO

EXHIBIT 1 TO EQUIPMENT SCHEDULE NO. 1

EQUIPMENT DESCRIPTION

Address	Facility Description	Equipment Category	Useful Life	Estimated Dollar Amount
105 Hundertmark Road, Chaska, Minnesota	Two Twelve Medical Center North Addition	Building Improvements	15	-
		Equipment 5+ years	7	750,000
		Equipment -5 years	3	100,000
111 Hundertmark Road, Chaska, Minnesota	Two Twelve Medical Center	Building Improvements	15	-
		Equipment 5+ years	7	8,000,000
		Equipment -5 years	3	500,000
916 E. St. Peter Avenue, Delano, Minnesota	Clinic	Building Improvements	15	-
		Equipment 5+ years	7	800,000
		Equipment -5 years	3	150,000
621 S. 4th Street, Le Sueur, Minnesota	Hospital	Building Improvements	15	100,000
		Equipment 5+ years	7	300,000
		Equipment -5 years	3	100,000
625 S. 4th Street, Le Sueur, Minnesota	Clinic	Building Improvements	15	200,000
		Equipment 5+ years	7	50,000
		Equipment -5 years	3	-
490 S. Maple Street, Waconia, Minnesota	Ridgeview Medical Place	Building Improvements	15	400,000
		Equipment 5+ years	7	100,000
		Equipment -5 years	3	-
500 S. Maple Street, Waconia, Minnesota	Hospital	Building Improvements	15	1,750,000
		Equipment 5+ years	7	7,325,000
		Equipment -5 years	3	675,000
501 S. Maple Street, Waconia, Minnesota	Knodt Building	Building Improvements	15	200,000
		Equipment 5+ years	7	-
		Equipment -5 years	3	-
240 West Highway 5, Waconia, Minnesota	Hospital Support Facility	Building Improvements	15	400,000
		Equipment 5+ years	7	100,000
		Equipment -5 years	3	-
			Total	22,000,000

EXHIBIT 2 TO EQUIPMENT SCHEDULE NO. 1

PAYMENT SCHEDULE

Payment Date	Payment Amount	Principal	Interest @ 3.460%	Purchase Price *
5/5/2023				$22,000,000.00
11/5/2023	$1,310,646.65	$930,046.64	$380,600.01	21,069,953.36
5/5/2024	1,310,646.65	946,136.44	364,510.21	20,123,816.92
11/5/2024	1,310,646.65	962,504.61	348,142.04	19,161,312.31
5/5/2025	1,310,646.65	979,155.94	331,490.71	18,182,156.37
11/5/2025	1,310,646.65	996,095.33	314,551.32	17,186,061.04
5/5/2026	1,310,646.65	1,013,327.78	297,318.87	16,172,733.26
11/5/2026	1,310,646.65	1,030,858.36	279,788.29	15,141,874.90
5/5/2027	1,310,646.65	1,048,692.21	261,954.44	14,093,182.69
11/5/2027	1,310,646.65	1,066,834.58	243,812.07	13,026,348.11
5/5/2028	1,310,646.65	1,085,290.82	225,355.83	11,941,057.29
11/5/2028	1,310,646.65	1,104,066.35	206,580.30	10,836,990.94
5/5/2029	1,310,646.65	1,123,166.70	187,479.95	9,713,824.24
11/5/2029	1,310,646.65	1,142,597.48	168,049.17	8,571,226.76
5/5/2030	1,310,646.65	1,162,364.42	148,282.23	7,408,862.34
11/5/2030	1,310,646.65	1,182,473.33	128,173.32	6,226,389.01
5/5/2031	1,310,646.65	1,202,930.12	107,716.53	5,023,458.89
11/5/2031	1,310,646.65	1,223,740.81	86,905.84	3,799,718.08
5/5/2032	1,310,646.65	1,244,911.52	65,735.13	2,554,806.56
11/5/2032	1,310,646.65	1,266,448.50	44,198.15	1,288,358.06
5/5/2033	1,310,646.65	1,288,358.06	22,288.59	0.00
TOTAL	**$ 26,212,933.00**	**$ 22,000,000.00**	**$ 4,212,933.00**	

* The Prepayment Price will be supplemented by a prepayment premium as set forth below.

Prepayment is not permitted during the first two years of the Note Term. Thereafter, prepayment may be made on May 5, 2025, and any Loan Payment date thereafter, at the Prepayment Price plus prepayment premium as follows:

Date of Prepayment	Premium (expressed as a percentage of principal prepaid)
May 5, 2025 through May 5, 2026	2%
May 5, 2026 through May 5, 2027	1.5%
May 5, 2027 through May 5, 2028	1%
May 5, 2028 and later	0%

UNITED STATES OF AMERICA
CITY OF CHASKA, MINNESOTA
HEALTH FACILITIES REVENUE NOTE
(RIDGEVIEW MEDICAL CENTER PROJECT)
SERIES 2023A

Registered Owner: **BANC OF AMERICA PUBLIC CAPITAL CORP**

Principal Sum: **TWENTY MILLION DOLLARS ($22,000,000)**

City of Chaska, Minnesota (the "Issuer"), a municipal corporation and political subdivision duly created and validly existing under the laws of the State of Minnesota, for value received, hereby promises to pay to the Registered Owner named above or registered assigns or legal representatives, but only from the sources hereinafter described, the principal sum shown above on the dates and in the amounts hereafter provided, unless and except as paid prior thereto, together with interest thereon on the principal balance hereof from time to time remaining unpaid, from the date hereof to the date of maturity or earlier payment of this Note at the rate of 3.460% per annum, such interest being payable on November 5, 2023, and semi-annually on the 5th day of each May and November thereafter until fully paid. Interest shall be computed on the basis of a year of 360 days and twelve 30-day months.

The principal amount of this Note shall be paid in semi-annual installments on the 5th day of each May and November in the amounts as set forth in **Exhibit 1** hereto, subject to credit upon such installments all in accordance with the Master Financing Agreement and the terms and conditions therein provided.

This Note is a duly authorized Note of the Issuer designated City of Chaska, Minnesota Health Facilities Revenue Note (Ridgeview Medical Center Project), Series 2023A (the "Note") issued under and pursuant to Minnesota Statutes Sections 469.152 through 469.165, as from time to time amended (the "Act"), and under and pursuant to a Master Financing Agreement dated as of May 1, 2023 (the "Master Financing Agreement") among the Issuer, Ridgeview Medical Center, a Minnesota nonprofit corporation (the "Obligor"), and Banc of America Public Capital Corp (together with its successors and assignees, "Lender") and Equipment Schedule No. 1 thereto dated May 1, 2023 ("Schedule No. 1" and with the Master Financing Agreement, the "Agreement"). The Note is issued for the purpose of making a loan (the "Loan") to the Obligor, to pay, together with other available funds of the Obligor, the cost of acquiring, constructing and equipping certain hospital and other healthcare facilities of the Obligor, and the cost of issuing the Note, pursuant to the Agreement.

The Obligor has pledged to repay the Loan in amounts and at times fully sufficient to enable the Issuer to pay the principal of and interest on this Note as the same become due. To secure repayment of the Loan and performance of its other obligations under the Master Financing Agreement, the Obligor and its affiliates have granted to the Issuer a security interest in the Equipment (as defined in the Master Financing Agreement), all as provided in and subject to the terms, limitations, conditions and exceptions specified in the Master Financing Agreement. The

Issuer has pledged to the Lender the repayments of the Loan and the aforesaid security therefor to secure payment of the principal of and the interest on this Note.

This Note is subject to prepayment under **Section 10.01** of the Master Financing Agreement and **Paragraph 11** of Schedule No. 1, at the option of Obligor, or under the circumstances described in **Article VIII** or **11.03(b)** of the Master Financing Agreement. This Note is also subject to mandatory prepayment at the direction of the Lender pursuant to **Section 10.03** of the Master Financing Agreement and **Paragraph 11** of Schedule No. 1.

THIS NOTE AND THE INTEREST THEREON ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF LOAN PAYMENTS DERIVED BY THE ISSUER UNDER THE AGREEMENT AND ARE SECURED BY A PLEDGE AND ASSIGNMENT OF SUCH LOAN PAYMENTS TO THE LENDER AS PROVIDED IN THE AGREEMENT. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF MINNESOTA OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NOT CONSTITUTE A PLEDGE OF THE FULL FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS PROVIDED FOR IN THE MASTER FINANCING AGREEMENT. THE ISSUANCE OF THIS NOTE SHALL NOT, DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY ANY FORM OF TAXATION THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE STATE SHALL NOT IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS NOTE OR FOR THE PERFORMANCE OF ANY PLEDGE, SECURITY INTEREST, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER WHICH MAY BE UNDERTAKEN BY THE ISSUER. NO BREACH BY THE ISSUER OF ANY SUCH PLEDGE, SECURITY INTEREST, OBLIGATION OR AGREEMENT MAY IMPOSE ANY LIABILITY, PECUNIARY OR OTHERWISE, UPON THE STATE OR ANY CHARGE UPON ITS GENERAL CREDIT OR ITS TAXING POWER.

In the event of default hereunder, the registered owner hereof shall have the following rights or remedies: (i) to immediately declare the entire unpaid amount of the principal of this Note immediately due and payable in full without notice to or demand on the Issuer of any kind and without presentation, demand or protest, all of which are hereby waived; (ii) the registered owner may at its option exercise from time to time any and all rights and remedies available to it as the Issuer's assignee under the Master Financing Agreement. No failure of the registered owner hereof to exercise any right hereunder shall be construed as a waiver of the right to exercise the same or any other right at any other time.

In addition to all other rights possessed by it, the registered owner hereof shall have the following rights, each of which may be exercised at any time: (i) to notify the Obligor or any other persons obligated under the Master Financing Agreement to make payment to the registered owner of this Note any amounts due or to become due thereon; and (ii) to apply any amounts received under or pursuant to the Master Financing Agreement against the principal of and interest on this Note.

This Note is a fully-registered Note issued without option of conversion into a Note or Notes of any other form or denomination except upon transfer as stated below. This Note may be transferred only in the manner and on the terms and conditions stated in the Master Financing Agreement.

This Note is transferable, as provided in the Master Financing Agreement, only upon the Note Register upon surrender of this Note to the Issuer accompanied by (i) an assignment in substantially the form attached to this Note duly executed by the registered owner hereof or his authorized attorney or legal representative, and (ii) a copy of a notice of assignment sent to the Obligor identifying the name, address and tax identification number of the transferee. Upon any such transfer, a new Note in the same outstanding principal amount shall be issued to the transferee in exchange therefor as provided in the Master Financing Agreement. The Issuer and the Obligor may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or on the Master Financing Agreement against any member, officer or employee, past, present or future, of the Issuer or of any successor body as such, either, directly or through the Issuer under any constitutional provision, statute or rule of law, or by the enforcement of any assessment, or by any legal or equitable proceeding or otherwise.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of Minnesota.

IN WITNESS WHEREOF, the City of Chaska, Minnesota has caused this Note to be executed in its name by the signature of its Mayor and City Administrator.

CITY OF CHASKA, MINNESOTA

By: ________________________________
Name: Mark Windschitl
Title: Mayor

By: ________________________________
Name: Matt Podhradsky
Title: City Administrator

Dated May 1, 2023.

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto ___________________________ (please print or type name and address of transferee) the within Note and all rights thereunder, and does hereby irrevocably constitute and appoint _____________________________ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _______________________________ Signed: ______________________________

In the presence of: _____________________

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his authority to act must accompany the Note.

Signature Guaranteed:

____

PROVISIONS OF REGISTRATION

The ownership of the unpaid principal balance of this Note and the interest accruing therein is registered on the books of the City of Chaska, Minnesota, in the name of the registered owner last noted below.

Date of Registration	Name and Address of Registered Owner	Signature of City Administrator
May 5, 2023	Banc of America Public Capital Corp 600 Peachtree Street NE, 11th Floor Atlanta, Georgia 30308-2265	______________
______________	______________	______________
______________	______________	______________
______________	______________	______________

EXHIBIT 1 TO NOTE

Payment Date	Payment Amount	Principal	Interest @ 3.460%	Purchase Price *
5/5/2023				$22,000,000.00
11/5/2023	$1,310,646.65	$930,046.64	$380,600.01	21,069,953.36
5/5/2024	1,310,646.65	946,136.44	364,510.21	20,123,816.92
11/5/2024	1,310,646.65	962,504.61	348,142.04	19,161,312.31
5/5/2025	1,310,646.65	979,155.94	331,490.71	18,182,156.37
11/5/2025	1,310,646.65	996,095.33	314,551.32	17,186,061.04
5/5/2026	1,310,646.65	1,013,327.78	297,318.87	16,172,733.26
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11/5/2028	1,310,646.65	1,104,066.35	206,580.30	10,836,990.94
5/5/2029	1,310,646.65	1,123,166.70	187,479.95	9,713,824.24
11/5/2029	1,310,646.65	1,142,597.48	168,049.17	8,571,226.76
5/5/2030	1,310,646.65	1,162,364.42	148,282.23	7,408,862.34
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5/5/2031	1,310,646.65	1,202,930.12	107,716.53	5,023,458.89
11/5/2031	1,310,646.65	1,223,740.81	86,905.84	3,799,718.08
5/5/2032	1,310,646.65	1,244,911.52	65,735.13	2,554,806.56
11/5/2032	1,310,646.65	1,266,448.50	44,198.15	1,288,358.06
5/5/2033	1,310,646.65	1,288,358.06	22,288.59	0.00
TOTAL	**$ 26,212,933.00**	**$ 22,000,000.00**	**$ 4,212,933.00**	

* The Purchase Price will be supplemented by a Prepayment Premium as set forth below.

Prepayment is not permitted during the first two years of the Note Term. Thereafter, prepayment may be made on May 5, 2025, and any Loan Payment date thereafter, at the Purchase Price plus Prepayment Premium as follows:

Date of Prepayment	Premium (expressed as a percentage of principal prepaid)
May 5, 2025 through May 5, 2026	2%
May 5, 2026 through May 5, 2027	1.5%
May 5, 2027 through May 5, 2028	1%
May 5, 2028 and later	0%

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into on May 5, 2023, among TMI Trust Company, a Florida trust company, as escrow agent (the "Escrow Agent"), Banc of America Public Capital Corp, a Kansas corporation, as lender ("Lender"), City of Chaska, Minnesota, a municipal corporation and political subdivision organized and existing under the constitution and laws of the state of Minnesota, as issuer ("Issuer"), and Ridgeview Medical Center, a nonprofit corporation, organized and existing under the laws of the State of Minnesota, as obligor (the "Obligor").

In the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE 1: RECITALS.

Section 1.01. Lender, Issuer and Obligor have entered into a Master Financing Agreement, dated as of May 1, 2023, and Equipment Schedule No. 1 thereto entered into as of May 1, 2023 (Equipment Schedule No. 1, together with the Master Financing Agreement, the "Agreement"). Pursuant to the Agreement, Lender and Issuer have agreed to finance for Obligor the acquisition of certain personal property described in Equipment Schedule No. 1 (the "Equipment"), and Obligor has agreed to make payments to Lender, as assignee of Issuer, in the manner and on the terms set forth in the Agreement. This Escrow Agreement is not intended to alter or change the rights and obligations of Lender, Issuer, and Obligor under the Agreement but is entirely supplemental thereto.

Section 1.02. The terms capitalized in this Escrow Agreement but not defined herein shall have the meanings given to them in the Agreement, a copy of which has been furnished to Escrow Agent only for reference, it being understood that the Escrow Agent's responsibilities and rights are limited to the contents of the Escrow Agreement.

Section 1.03. Under the Agreement, upon the execution of Equipment Schedule No. 1 and this Escrow Agreement and the delivery to Lender by Issuer and Obligor of all documents required to be delivered upon execution of the Agreement, Lender shall deposit or cause to be deposited with the Escrow Agent the sum of $[__________], which represents the remainder of the Note Proceeds after payment of costs of issuance at closing of the Agreement, and which shall be credited to the Equipment Acquisition Fund established by the Escrow Agent as provided in Article 2 hereof and used to pay the Contract Price of items of Equipment, and, to the extent not needed for this purpose, to pay or prepay principal coming due under the Agreement, all as hereinafter provided.

Section 1.04. Pursuant to the Agreement, Obligor will cause each item of Equipment to be ordered from the Vendor therefor. The Contract Price to be paid to the Vendors supplying the Equipment shall be paid solely from the amount deposited with the Escrow Agent as described in Section 1.03 hereof, in accordance with this Escrow Agreement.

Section 1.05. Lender, Issuer, and Obligor agree to employ the Escrow Agent to receive, hold, invest and disburse the moneys to be deposited with the Escrow Agent by Lender as described in Section 1.03, all as hereinafter provided; however, the Escrow Agent shall not be obligated to assume or perform any obligation of Issuer, Obligor or Lender or any Vendor or pursuant to the Agreement by reason of anything contained in this Escrow Agreement.

Section 1.06. Each of the parties has authority to enter into this Escrow Agreement, and has taken all actions necessary to authorize the execution hereof by the officers whose signatures are affixed hereto.

ARTICLE 2: EQUIPMENT ACQUISITION FUND.

Section 2.01. The Escrow Agent shall establish a special escrow fund designated as the "Ridgeview Medical Center Project Acquisition Fund – Equipment Schedule No. 1" (the "Equipment Acquisition Fund"). Escrow Agent shall keep such Equipment Acquisition Fund separate and apart from all other funds and moneys held by it and shall administer such Equipment Acquisition Fund as provided in this Escrow Agreement.

Section 2.02. All moneys deposited with the Escrow Agent by Lender pursuant to Section 1.03 of this Escrow Agreement shall be credited to the Equipment Acquisition Fund. The Escrow Agent shall disburse funds held in the Equipment Acquisition Fund upon receipt with respect thereto of a Payment Request Form in the form attached hereto as Exhibit A, fully completed and executed by Lender and Obligor. Upon receipt of a Payment Request Form with respect to any item of Equipment, Escrow Agent shall disburse an amount equal to the Contract Price as shown therein directly to the Obligor or the person or entity entitled to payment as specified therein. Obligor and Lender shall submit a Payment Request Form to the Escrow Agent no more than once each month during the term of this Escrow Agreement, except for the final disbursement from the Equipment Acquisition Fund. Obligor shall submit to Lender the supporting documents required for the execution of a Payment Request Form(s) by the 15th day of the month during which a disbursement from the Equipment Acquisition Fund is requested. Upon receipt of a completed Payment Request Form and a completed telephone call-back per Section 2.03, the Escrow Agent shall make payment as directed within two (2) Business Days (defined herein).

Lender and Obligor agree that their execution of the Payment Request Form and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Article 2 have been satisfied.

Section 2.03. Escrow Agent is authorized to obtain and rely on confirmation of any disbursement request by telephone call-back to the person or persons designated for verifying such requests on Schedule I attached hereto (such person verifying the request shall be different than the person initiating the request). The parties hereto, aside from Escrow Agent, hereby acknowledge that any call-back performed by Escrow Agent to verify a disbursement request shall be made to Lender only. Concurrently with the execution of this Escrow Agreement, Lender, Issuer and Obligor, respectively, shall each deliver to Escrow Agent a completed and executed authorized signers form in the form of Schedule I (Lender) and Schedule II (Issuer and Obligor) attached hereto or, if a comparable incumbency certificate is part of the closing documents for Issuer and Obligor, those forms shall be accepted as well. Notwithstanding the foregoing sentence, Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by person or persons authorized respectively by the parties. Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat: Obligor and Lender agree to indemnify and hold harmless Escrow Agent against any and all claims, losses damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by Escrow Agent as a result of or in connection with Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of Escrow Agent. Escrow Agent shall incur no liability in refraining from calling back to Lender to confirm that the person giving the instructions or directions, is, in fact, an authorized person, provided that refraining from calling back does not arise to gross negligence or willful misconduct on the part of the Escrow Agent.

Section 2.04. Obligor shall furnish to the Lender as soon as available a copy of the purchase orders for all Equipment subject to Equipment Schedule No. 1 which Obligor has or will order pursuant to the Agreement, showing the Contract Price and the estimated delivery date. On [August 1, 2024], or such later date as instructed in writing by the Lender and Obligor, the Escrow Agent shall pay to Lender all remaining funds in the Equipment Acquisition Fund which will constitute an amount equal to the deposit made by Lender pursuant to Section 1.03 hereof, plus any interim interest or gain from the investment thereof, less the amount thereof previously disbursed to pay the Contract Prices of items of Equipment, and less an amount thereof equal to the Contract Price of all items of Equipment for which the Escrow Agent has received a copy of the purchase order relating thereto or a Payment Request Form which has not been paid. The amount paid to Lender shall, at Lender's election upon consultation with the Obligor, be applied to pay the principal portion of the next Loan Payment thereafter coming due under the Agreement or to pay and prepay Loan Payments at a prepayment price equal to the outstanding principal portion thereof being prepaid plus any accrued but unpaid interest, as described in paragraph 11 of Equipment Schedule No. 1, but without prepayment premium. If prepayment is selected, Lender shall furnish to Obligor a new Loan Payment schedule reflecting any changes in Loan Payments due to any prepayment.

Section 2.05. Upon receipt of written notice from Lender that the Agreement has been terminated, the Escrow Agent shall liquidate all investments held in the Equipment Acquisition Fund and transfer the proceeds thereof and all other moneys held in the Equipment Acquisition Fund to Lender, to be applied by Lender to any prepayment premium, Lease Payments and any other amounts due under the Agreement, as determined by Lender.

Section 2.06. The Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Equipment Acquisition Fund, and the disbursement thereof in accordance with this Article, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Equipment Acquisition Fund to make the payments herein required.

ARTICLE 3: MONEYS IN EQUIPMENT ACQUISITION FUND; INVESTMENT.

Section 3.01. The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held for the benefit of Issuer, Obligor and Lender, and such moneys, together with any income, interest or gain thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Issuer, Obligor or Lender. Lender, Issuer, Obligor and the Escrow Agent intend that the Equipment Acquisition Fund constitute an escrow account in which Obligor has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Obligor shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not upheld in any legal proceeding, the parties hereto intend that Lender have a security interest in the Equipment Acquisition Fund, and such security interest is hereby granted by Issuer and Obligor, to secure payment of all sums due to Lender under the Agreement. For such purpose, the Escrow Agent hereby agrees to act as agent for Lender in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Equipment Acquisition Fund, Lender's interest therein. Notwithstanding the foregoing, if the Equipment Acquisition Fund shall be attached, garnished, or levied upon pursuant to judicial process, or the delivery of amounts held in the Equipment Acquisition Fund shall be stayed or enjoined by any court order, or any court order shall be made or entered into affecting the Equipment Acquisition Fund, or any part thereof, the Escrow Agent shall upon advice of counsel obey and comply with such judicial process or court order; and shall not be liable to any person, firm or corporation by reason of such compliance, notwithstanding the subsequent reversal, modification, annulment, or setting aside of such court order. In addition, Escrow Agent shall advise Lender, Issuer and Obligor of such judicial process or court order so that these parties may also act in response.

Section 3.02. The Escrow Agent hereby accepts appointment as agent and agrees to establish and maintain the Equipment Acquisition Fund and the monies and securities therein as a financial intermediary or securities intermediary, as the case may be, for Lender as entitlement holder. The Escrow Agent confirms that (i) the Equipment Acquisition Fund is a "securities account" as such term is defined in §336-8-501 of the Minnesota Statutes to the extent it holds securities and a "deposit account" as defined in §336-9A-102 (29) of the Minnesota Statutes to the extent it holds uninvested cash; (ii) the Escrow Agent shall, subject to the terms of this Escrow Agreement, treat Lender as entitled to exercise the rights that comprise any financial asset credited to the Equipment Acquisition Fund; (iii) all property delivered to the Escrow Agent for deposit into the Equipment Acquisition Fund will be promptly credited to the Equipment Acquisition Fund; and; (iv) all securities and other property underlying any financial assets credited to the Equipment Acquisition Fund shall be registered in the name of the Escrow Agent, indorsed to the Escrow Agent or in blank or credited to another securities account maintained in the name of the Escrow Agent, and in no case will any financial asset credited to the Equipment Acquisition Fund be registered in the name of Obligor, payable to the order of Obligor or specially indorsed to Obligor. The Escrow Agent agrees that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Equipment Acquisition Fund shall be treated as a "financial asset" within the meaning of §336-8-102(a)(7) of the Minnesota Statutes. If at any time the Escrow Agent shall receive an "entitlement order" (within the meaning of §336-8-102(a)(8) of the Minnesota Statutes) issued by Lender and relating to the Equipment Acquisition Fund, the Escrow Agent shall comply with such entitlement order without further consent by Obligor or any other person.

Section 3.03. Obligor may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Equipment Acquisition Fund to purchase any Qualified Investments (defined below in Section 3.06) that Escrow Agent from time to time makes available to Obligor. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Equipment Acquisition Fund Investment Selection Form (such form available from Escrow Agent upon request). It being understood that Obligor shall have completed an Investment Selection Form so that upon closing the proceeds from the Agreement can be invested as soon as possible. All funds invested by Escrow Agent at the direction of Obligor in such Qualified Investments shall be deemed to be part of the Equipment Acquisition Fund and subject to all the terms and conditions of this Escrow Agreement. If any cash is received for the Equipment Acquisition Fund after the cut-off time for the designated Qualified Investment, Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions designating a short-term investment for cash, cash in the Equipment Acquisition Fund shall remain uninvested. Interest on the Equipment Acquisition Fund shall become part of the Equipment Acquisition Fund, and gains and losses on the investment of the moneys on deposit in the Equipment Acquisition Fund shall be borne by the Equipment Acquisition Fund. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Obligor shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to Escrow Agent for the reinvestment of any maturing investment. Accordingly, none of Escrow Agent, Issuer or Lender shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Equipment Acquisition Fund, and Obligor agrees to and does hereby release Escrow Agent, absent gross negligence or willful misconduct by Escrow Agent, Issuer and Lender from any such liability, cost, expenses, loss or claim,. Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Equipment Acquisition Fund. Escrow Agent shall not be responsible for any market decline in the value of the Equipment Acquisition Fund and has no obligation to notify Lender or Obligor of any such decline or take any action with respect to the Equipment Acquisition Fund, except upon specific written instructions stated herein.

Section 3.04. The Escrow Agent shall, without further direction from Obligor, sell such investments as and when required to make any payment from the Equipment Acquisition Fund. Any income received on such investments shall be credited to the Equipment Acquisition Fund.

Section 3.05. The Escrow Agent shall furnish to Obligor and Lender monthly statements reflecting all investments and interest and income therefrom, and upon request of Lender or Obligor, a summary statement upon termination of this Escrow Agreement of all funds received, disbursements, investments made with all interest and income therefrom. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with this Article.

Section 3.06. As used in this Escrow Agreement, the term "Qualified Investments" means to the extent permitted by applicable law (a) money market funds registered under the Investment Company Act of 1940 whose shares are registered under the Securities Act of 1933 and which have a rating of "AAAm-G", "AAAm" or "AAm" from S&P Global Ratings, and which are operationally available through the Escrow Agent; or (b) liquid deposit vehicles offered by the Escrow Agent that are insured by the Federal Deposit Insurance Corporation to the fullest extent permitted by law.

ARTICLE 4: ESCROW AGENT'S AUTHORITY; INDEMNIFICATION.

Section 4.01. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume, absent contrary evidence, that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 4.02. Except for the Escrow Agent's gross negligence or willful misconduct with regard to its duties hereunder, Obligor hereby agrees to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its assumption or performance of the duties of the Escrow Agent pursuant to this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. In addition, all parties hereto agree that any claims hereunder shall be limited to claims based upon Escrow Agent's gross negligence or willful misconduct.

Section 4.03. If Issuer, Obligor, or Lender shall be in disagreement regarding the interpretation of the Agreement or this Escrow Agreement, or regarding the rights and obligations, or the propriety of any action contemplated by the Escrow Agent pursuant hereto, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent and Issuer shall be reimbursed by Obligor for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 4.04. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.

ARTICLE 5: ESCROW AGENT'S COMPENSATION.

Obligor shall reimburse Escrow Agent for all reasonable and documented out-of-pocket expenses, disbursements and advances, including reasonable attorneys' fees ("Escrow Agent Expenses"), incurred or made by it in connection with non-routine duties hereunder. Escrow Agent is hereby authorized and directed to debit such Escrow Agent Expenses from the Equipment Acquisition Fund for its own account, and Obligor agrees to restore to the Equipment Acquisition

Fund any amounts so debited. Notwithstanding the foregoing, it is understood that Escrow Agent will receive remuneration in connection with investments made pursuant to Section 3.06.

ARTICLE 6: CHANGE OF ESCROW AGENT.

Section 6.01. A national banking association located in the United States or a state bank or trust company organized pursuant to the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as escrow agent pursuant to this Escrow Agreement upon the written agreement of the Lender, Issuer and Obligor, the current escrow agent and the successor escrow agent. Such substitution shall not be deemed to affect the rights or obligations of the parties. Upon any such substitution, the Escrow Agent agrees to assign to such substitute escrow agent its rights pursuant to this Escrow Agreement.

Section 6.02. The Escrow Agent or any successor may at any time resign by giving written notice to Issuer, Obligor and Lender of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is delivered to Lender, Issuer and Obligor or deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor escrow agent shall have been or are approved by Issuer, Obligor and Lender. Prior to the effective resignation date, Lender, Issuer and Obligor shall appoint a successor escrow agent. If such appointment of a successor escrow agent is not made within thirty (30) days after the date that such resignation was to take effect, then the Escrow Agent may apply to a court of competent jurisdiction at the joint expense of Lender and Obligor to appoint a successor escrow agent.

Section 6.03. Any bank or corporation into which Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to Escrow Agent without the execution or filing of any paper or any further act on the part of the parties, anything herein to the contrary notwithstanding, provided that such institution is qualified as a depository of public funds.

Section 6.04. The Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to the Escrow Agent pursuant to this Escrow Agreement, and to hold title to property or take any other action which may be desirable or necessary.

Section 6.05. This Escrow Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

Section 6.06. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

ARTICLE 7: ADMINISTRATIVE PROVISIONS.

Section 7.01. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed pursuant to this Escrow Agreement, which shall be available for inspection by Issuer, Obligor or Lender, or the agent of any of them, at any time during regular business hours upon reasonable notice.

Section 7.02. All written notices to be given pursuant to this Escrow Agreement shall be deemed to have been duly given when personally delivered or when deposited by mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below, or at such address as the party may provide to the other parties hereto in writing from time to time. Notices given hereunder may also be delivered or furnished by electronic mail provided that any such notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lender:	Banc of America Public Capital Corp 600 Peachtree Street NE, 11th Floor Atlanta, Georgia 30308 Attn: Healthcare Contracts Administration Fax: (678) 287-2525 E-Mail: william.lowe@bofa.com
If to Issuer:	City of Chaska, MN One City Hall Plaza Chaska, Minnesota 55318-1950 Attn: City Administrator and Administrative Services Director E-Mail: mpodhradsky@chaskamn.gov and ngraczyk@chaskamn.gov
If to Obligor:	Ridgeview Medical Center 500 South Maple Street Waconia, Minnesota 55387 Attn: Gordon Gablenz E-Mail: gordon.gablenz@ridgeviewmedical.org Phone: (952) 777-4094
If to Escrow Agent:	TMI Trust Company 5901 Peachtree Dunwoody Road, Suite C495 Atlanta, Georgia 30328 Attention: Debra A. Schachel, Vice President E-Mail: dschachel@tmico.com Phone: (678) 221-5898

Section 7.03. This Escrow Agreement, together with the Exhibits hereto, constitutes the entire agreement of the parties relative to the Equipment Acquisition Fund. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Minnesota.

Section 7.04. Any provisions of this Escrow Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition and shall not invalidate the remainder of this Escrow Agreement or the Agreement.

Section 7.05. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Specifically, as used herein the term "Lender" means any person or entity to whom or which Lender has assigned its right to receive payments pursuant to the Agreement and any payments due to Lender hereunder from after the date when such assignment is filed with the Escrow Agent.

Section 7.06. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 7.07. This Escrow Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it pursuant hereto.

Section 7.08. The terms of this Escrow Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 7.09. The parties hereto consent to jurisdiction in the State of Minnesota.

Section 7.10. In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States ("Applicable Law"), Escrow Agent is required to obtain, verify, record and update certain information relating to individuals and entities with which it maintains a business relationship. Accordingly, each of the parties agree to provide to Escrow Agent upon request from time to time such identifying information and documentation as may be available for such party in order to enable Escrow Agent to comply with Applicable Law.

Section 7.11. Tax Reporting. Lender, Issuer and Obligor understand and agree that they are required to provide Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8. Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, Escrow Agent will report such income, *if required*, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show Escrow Agent as payor and Obligor as payee. Escrow Agent shall recognize Obligor as the designated party for regulatory reporting purposes.

Lender and Obligor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. Escrow Agent shall not be responsible for determining or reporting such imputed interest.

Section 7.12. As used in this Agreement, "*Business Day*" means a day other than a Saturday, Sunday, or other day when banking institutions in New York, New York are authorized or required by law or executive order to be closed.

Section 7.13. Obligor represents and warrants at the date of this Agreement and at all times until the termination of this Agreement that it is not acting on behalf of (i) an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") that is subject to Part 4 of Subtitle B of Title I of ERISA, (ii) a "plan" within the meaning of Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), to which Section 4975 of the Code applies, (iii) an entity whose underlying assets include "plan assets" subject to Title I of ERISA or Section 4974 of the Code by reason of Section 3(42) of ERISA, U.S. Department of Labor Regulation 29 CFR Section 25 10.3-101 or otherwise, or (IV) a "governmental plan" (as defined in ERISA or the Code) or another type of plan (or an entity whose assets are considered to include the assets of any such governmental or other plan) that is subject to any law, rule or restriction that is substantively similar or of similar effect to Section 406 of ERISA or Section 4975 of the Code ("Similar Law"). Obligor will provide written notice to Escrow Agent if it is aware that it is in breach of this representation and warranty or is aware that with the passing of time, giving of notice or expiring of any applicable grace period it will be in breach of this representation and warranty.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first written above.

TMI TRUST COMPANY, as Escrow Agent

By: ________________________________

Name: ______________________________

Title: _______________________________

BANC OF AMERICA PUBLIC CAPITAL CORP, as Lender

By: ________________________________

Name: ______________________________

Title: _______________________________

CITY OF CHASKA, MINNESOTA, as Issuer

By: ________________________________
Name: Mark Windschitl
Title: Mayor

By: ________________________________
Name: Matt Podhradsky
Title: City Administrator

RIDGEVIEW MEDICAL CENTER, as Obligor

By: ______________________________________
Michael Phelps, President and CEO

EXHIBIT A

Payment Request Form No. _____
Under Equipment Schedule No. 1

TMI Trust Company, as Escrow Agent under an Escrow Agreement dated May 5, 2023, by and among said Escrow Agent, Banc of America Public Capital Corp ("Lender"), City of Chaska, Minnesota ("Issuer"), and Ridgeview Medical Center ("Obligor") is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the Obligor or the persons, firms or corporations designated below as payee, the amount set forth opposite each such name, in payment of the Contract Price (as defined in said Escrow Agreement) of the Equipment designated opposite such payee's name and account and described on the attached page(s). The Equipment comprises a portion of the Equipment described in Equipment Schedule No. 1 to the Master Financing Agreement described in the Escrow Agreement.

Obligor or Payee Name, Address and Wire Transfer Instructions	Contract Price	Invoice No.	Equipment

The undersigned hereby certifies that attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (1) a Purchase Agreement (between Obligor and Vendor) for the Equipment; (2) a manufacturer's or dealer's invoice; and (3) Obligor's Certificate of Acceptance relating to the Equipment in the form attached as Exhibit B hereto, provided that if the payment is a progress payment no separate Certificate of Acceptance shall be required. Additionally, the undersigned certifies that the amount stated above has been incurred, is due, is a proper charge against the Equipment Acquisition Fund, and does not contain any retainage to which Obligor is entitled.

This Payment Request Form and the related Certificate of Acceptance executed by the parties in connection herewith may be executed or delivered by facsimile signature or other electronic or digital means (including without limitation, Adobe's Portable Document Format ("PDF")). Any such signature shall be valid and binding on the parties to the same extent as an original manual signature, it being the express intent of the parties that these requisition documents be valid and legally enforceable. For the avoidance of doubt, the authorization under this paragraph may include without limitation, use or acceptance by Lender of a manually signed paper document which has been converted into electronic form or an electronically signed document converted into another format for transmission, delivery and/or retention.

Dated: _________________, 202_

RIDGEVIEW MEDICAL CENTER, as Obligor

By: ________________________________

Name: ______________________________

Title: _______________________________

Received and Approved:

BANC OF AMERICA PUBLIC
CAPITAL CORP,
as Lender

By: ________________________________

Name: ______________________________

Title: _______________________________

EXHIBIT B

Obligor's Certificate of Acceptance

Part I:

Ridgeview Medical Center ("Obligor"), as Obligor under that certain MASTER FINANCING AGREEMENT dated as of May 1, 2023 (the "Master Agreement"), and under Equipment Schedule No. 1 thereto dated as of May 1, 2023 (collectively, the "Agreement"), each with Banc of America Public Capital Corp, as lender ("Lender"), and City of Chaska, Minnesota, as issuer (the "Issuer"), hereby certifies and represents to, and agrees with Lender and Issuer as follows:

(1) The Equipment described in Part II below (the "Equipment") is of a size, design, capacity and manufacture selected by Obligor, and has been delivered to the location indicated on Equipment Schedule No. 1, found to be properly installed and in good condition and functioning according to manufacturer's specifications.

(2) The Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes on the Equipment Acceptance Date set forth in Part II hereof; provided, however, that this certification does not constitute a waiver by Obligor of any rights against third parties, including the Vendor(s) under the Purchase Agreement(s) with respect to such Equipment, which exist at the date hereof or which may subsequently come into being.

(3) The Obligor is currently maintaining the insurance coverage required by Section 7.04 of the Master Agreement.

(4) All representations and warranties of the Obligor contained in the Agreement are true and correct in all material respects as of the date hereof.

(5) That Lender is authorized to reimburse Obligor or pay the Vendor(s) for the Equipment listed herein.

Part II:

Equipment Acceptance Date: ___________________________

The Equipment which is governed by the Agreement identified in Part I above is as follows:

a.

b.

Part III:

Attached are the invoices of the Vendor(s) for the Equipment and other expenses listed herein.

[This is the final Certificate of Acceptance under the Agreement. Obligor represents that the Equipment described herein and the associated Payment Request Form, along with all other Equipment described in previous Certificates of Acceptance and Payment Request Forms under the Agreement, constitutes all the Equipment under the Agreement.]

Executed as of the Equipment Acceptance Date.

RIDGEVIEW MEDICAL CENTER, as Obligor

By: ________________________________

Name: ______________________________

Title: _______________________________
An Authorized Officer

SCHEDULE I - LENDER

Escrow Agreement Dated May 5, 2023, among Banc of America Public Capital Corp, City of Chaska, Minnesota, Ridgeview Medical Center and TMI Trust Company

Certificate of Authorized Representatives – Banc of America Public Capital Corp

Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Phone: ______________________	Phone: ______________________
Facsimile: ______________________	Facsimile: ______________________
E-mail: ______________________	E-mail: ______________________
Signature: ______________________	Signature: ______________________
Fund Transfer / Disbursement Authority Level:	Fund Transfer / Disbursement Authority Level:
☐ Initiate	☐ Initiate
☐ Verify transactions initiated by others	☐ Verify transactions initiated by others

Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Phone: ______________________	Phone: ______________________
Facsimile: ______________________	Facsimile: ______________________
E-mail: ______________________	E-mail: ______________________
Signature: ______________________	Signature: ______________________
Fund Transfer / Disbursement Authority Level:	Fund Transfer / Disbursement Authority Level:
☐ Initiate	☐ Initiate
☐ Verify transactions initiated by others	☐ Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

Banc of America Public Capital Corp

By: ________________________________
Name:
Title:
Date: _______________________________

SCHEDULE II – OBLIGOR

Form of Incumbency and Authorization Certificate

The undersigned, a duly elected or appointed and acting President and CEO of Ridgeview Medical Center (*"Obligor"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Obligor (the *"Officials"*) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Obligor, to negotiate, execute and deliver the Master Financing Agreement dated as of May 1, 2023, and Equipment Schedule No. 1 thereto, dated as of May 1, 2023, by and among Banc of America Public Capital Corp ("*Lender*"), City of Chaska, Minnesota ("*Issuer*"), and Obligor, the Escrow Agreement dated May 5, 2023 among Lender, Issuer, Obligor and TMI Trust Company, as Escrow Agent, and all documents related thereto and delivered in connection therewith (collectively, the *"Agreements"*), and the Agreements each are the binding and authorized agreements of Issuer, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
Michael Phelps	President and CEO	______________________

Dated: ______________________________

By: ________________________________
Name: Julie Osterberg
Title: Secretary

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

SCHEDULE II - ISSUER

Form of Incumbency and Authorization Certificate

The undersigned, a duly elected or appointed and acting Administrative Services Director of the City of Chaska, Minnesota (*"Issuer"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Issuer (the *"Officials"*) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Issuer, to negotiate, execute and deliver the Master Financing Agreement, dated as of May 1, 2023 and Equipment Schedule No. 1 thereto, dated as of May 1, 2023, among the Issuer, Banc of America Public Capital Corp ("*Lender*"), and Ridgeview Medical Center ("Obligor"), the Escrow Agreement, dated May 5, 2023, among Issuer, Lender, Obligor and TMI Trust Company, as Escrow Agent, and all documents related thereto and delivered in connection therewith (collectively, the *"Agreements"*), and the Agreements each are the binding and authorized agreements of Issuer, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
Mark Windschitl	Mayor	______________________
Matt Podhradsky	City Administrator	______________________

Dated: ________________________________

By: __________________________________
Name: Noel Graczyk
Title: Administrative Services Director

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

DORSEY
always ahead

KARA TONOLLI
Paralegal
(612) 492-6548
tonolli.kara@dorsey.com

May [2], 2023

Kevin McKinnon
Economic Development Deputy Commissioner
Minnesota Department of Employment and Economic Development
1st National Bank Building
332 Minnesota Street, Suite E200
St. Paul, MN 55101

Via Email

Re: Proposed Revenue Bonds (Ridgeview Medical Center Project), Series 2023A
City of Chaska, Minnesota

Dear Mr. McKinnon:

Attached to this letter for filing with the Minnesota Department of Employment and Economic Development please find the *[draft]* Application for Approval of Revenue Bond Project for the City of Chaska, Minnesota (the "Issuer"), along with each of the following documents:

1. *[draft]* Opinion of Bond Counsel that the project proposed to be financed by the Bonds constitutes a project under Minn. Stat. 469.153, subd. 2(d);

2. *[draft]* Copy of resolution of the City Council of the Issuer adopted May 1, 2023, granting approval for issuance of the Bonds;

3. Letter from Banc of America Public Capital Corp as to financial feasibility of proposed financing;

4. *[draft]* Comprehensive Statement / Issuer Certificate;

5. A letter from Ridgeview Medical Center regarding compliance of employment preference of economically disadvantaged or unemployed individuals; and

6. *[to come]* Copy of affidavit of publication of the notice of public hearing.

The closing for this matter is anticipated to be scheduled on May 5, 2023. *[We have previously sent a draft of this application on April 13, 2023, approved by Jason Burak].* Please email approval, questions or comments to me at tonolli.kara@dorsey.com or reach me by phone (612-492-6548). We appreciate the expedited review.

Sincerely,

Kara Tonolli
Paralegal

Enclosures
cc: Nathan Canova

Application for Approval of Local Bond Financing -
Pursuant to Minn. Stat. 469.152 – 469.1655

Please submit two copies of this form but only one copy of supporting documents requested on page 2.

Name of Issuer (Municipality or Redevelopment agency): City of Chaska, Minnesota

Contracting Party (Non-Profit or Business Name): Ridgeview Medical Center (RMC)

Industry and Service/Product: Health Care Services

Project Location (street address, city/township, county – if outside city/township): 111 Hundertmark Road, Chaska, Minnesota; 916 E. St. Peter Avenue, Delano, Wright County, Minnesota; 621 S. Fourth Street, Le Sueur, Le Sueur County, Minnesota; 625 S. Fourth Street, Le Sueur, Le Sueur County, Minnesota; 490 S. Maple Street, Waconia, Carver County, Minnesota; 500 S. Maple Street, Waconia, Carver County, Minnesota; 501 S. Maple Street, Waconia, Carver County, Minnesota; and 240 West Highway 5, Waconia, Carver County, Minnesota

Current Full-time and Part-time Jobs at Location: 74 FT Jobs 127 PT Jobs

New (not currently in Minnesota) Permanent Jobs Created by Project: 66 FT Jobs 110 PT Jobs

Expected Annual Wages of New Full-Time Jobs: $5,891,205 Total, $89,261 per new Full time FTE

Project Type (check one): ____Education X Health Care ____Waste/Green

____Other (please describe)____

Description of Project Financed by Bond Proceeds: [Equipping and furnishing of health care facilities, improvements to health care facilities.]

Dates of Construction (if applicable): Construction Started April 1, 2022

Date Project Expected to be Operational: November 1, 2023

Dollar Amount of Bonds Expected to be Issued: Up to $22,000,000

Expected Term: 10 years Expected Interest Rate: Estimated maximum 3.460%

Bond Counsel: Nathan Canova, Dorsey & Whitney LLP Phone: (612) 492-6916

E-mail: canova.nathan@dorsey.com

Application for Approval of Local Bond Financing
Pursuant to Minn. Stat. 469.152 – 469.1655

The following exhibits must be furnished with this application:

A) An opinion of bond counsel that the proposal constitutes a project under Minn. Stat. 469.153, Subd. 2.

B) A copy of the resolution by the governing body of the Issuer giving preliminary or final approval for the issuance of its revenue bonds and stating that the project, except for a project under Minn. Stat. 469.153, Subd. 2(g) or (j), furthers the purposes of Minn. Stat. 469.152 – 469.165.

C) A letter of intent to purchase the bond issue or a letter confirming the feasibility of the project from a financial standpoint.

D) The following exhibits are provided in a single Issuer certificate:

A comprehensive statement by the municipality indicating how the project satisfies the purposes of Minn. Stat. 469.152 - 469.165.

A statement signed by a representative of the Issuer that the project does not include any property to be sold or affixed to or consumed in the production of property for sale, and does not include any housing facility to be rented or used as a permanent residence.

A statement signed by a representative of the Issuer that a public hearing was conducted pursuant to Minn. Stat. 469.154, Subd. 4. The statement shall include the date, time and place of the meeting and certify that a draft copy of this application with all attachments was available for public inspection and that all interested parties were afforded an opportunity to express their views.

A statement signed by the principal representative of the issuing authority to the effect that upon entering into the revenue agreement, the information required by Minn. Stat. 469.154, Subd. 5 will be submitted to the Department (not applicable to projects under Minn. Stat. 469.153, Subd. 2(g) or (j)).

E) A plan for encouraging the targeting of employment opportunities to economically disadvantaged or unemployed individuals. (See Minn. Stat. 469.154, Subd. 7.) ***The plan must indicate one or more specific steps that may include using employment offices (e.g., Minnesota Workforce Centers) for recruitment and placement, among other actions.***

F) Affidavit(s) of publication or copies of notice(s) as published which indicate the date(s) of publication and the newspaper(s) in which the notice(s) were published.

Department of Employment and Economic Development

Application for Approval of Local Bond Financing
Pursuant to Minn. Stat. 469.152 – 469.1655

We, the undersigned, are principal officer(s) or representative(s) of the Issuer and solicit DEED's approval of this project.

______________________	Mark Windschitl, Mayor
Signature	Print Name and Title
One City Hall Plaza	Chaska, MN 55318
Street Address	City, State and Zip
mwindschitl@chaskamn.gov	[___________], 2023
E-Mail	Date
______________________	Matt Podhradsky, City Administrator
Signature	Print Name and Title
One City Hall Plaza	Chaska, MN 55318
Street Address	City, State and Zip
mpodhradsky@chaskamn.gov	[___________], 2023
E-Mail	Date

E-mail for the chief administrator or operating office of the issuer (municipality or redevelopment agency): Listed above

DEED Approval

______________________	______________________
Authorized Signature	Approval Date

(Approval shall not be deemed to be an approval on the feasibility of the project or the terms of the revenue agreement to be executed or the bonds to be issued thereof.)

Send two copies of form and one copy of supporting documents noted on page 2 to:
Minnesota Department of Employment and Economic Development
Kevin McKinnon, Deputy Commissioner
1st National Bank Building
332 Minnesota Street, Suite E200
St. Paul, Minnesota 55101
E-mail: Kevin.McKinnon@state.mn.us

DORSEY
always ahead

EXHIBIT A

May 2, 2023

Commissioner
Minnesota Department of Employment
and Economic Development
1st National Bank Building
332 Minnesota Street, Suite E200
St. Paul, Minnesota 55101-1351

Re: Proposed City of Chaska, Minnesota Health Facilities Revenue Notes (Ridgeview Medical Center Project), Series 2023A

Dear Mr. Grove:

We have reviewed a resolution adopted by the governing body of the City of Chaska, Minnesota (the "City"), on May 1, 2023 (the "Resolution"), relating to a proposal that the City issue its revenue notes or bonds under Minnesota Statutes, Sections 469.152 through 469.165, as amended, on behalf of Ridgeview Medical Center (the "Corporation"), in order to finance a portion of the costs of equipping and improving the Corporation's or its affiliates' health facilities (the "Project").

On the basis of our review of the Resolution and preliminary discussions with representatives of the Corporation, as to the nature of the Project and the proposed financing thereof, it is presently our opinion that (i) the Project constitutes a "project" within the meaning of Minnesota Statutes, Section 469.153, Subdivision 2(d), and (ii) the City is authorized, assuming further proceedings are taken in accordance with the provisions of Sections 469.152 through 469.165, as amended, and any other applicable law, to issue its revenue notes or bonds as proposed by the Resolution.

We have reviewed certain proceedings of the City which show that a public hearing has been held with respect to the Project and the financing thereof with the proceeds of the revenue notes or bonds in compliance with the requirements of Minnesota Statutes, Section 469.154, Subdivision 4.

Very truly yours,

DORSEY & WHITNEY LLP

Dorsey & Whitney LLP | 50 South Sixth Street | Suite 1500 | Minneapolis, MN | 55402-1498 | T 612.340.2600 | F 612.340.2868 | dorsey.com
4875-7885-6523\2

EXHIBIT B

CERTIFICATION OF MINUTES APPROVING A FINANCING ON BEHALF OF RIDGEVIEW MEDICAL CENTER

Issuer: City of Chaska, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held on May 1, 2023, at 7:00 p.m. at City Hall.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (pages):

RESOLUTION NO. 2023-_______

RESOLUTION RELATING TO THE MUNICIPAL INDUSTRIAL DEVELOPMENT ACT; AUTHORIZING THE ISSUANCE OF REVENUE NOTES ON BEHALF OF RIDGEVIEW MEDICAL CENTER; AND AUTHORIZING EXECUTION AND DELIVERY OF DOCUMENTS RELATING THERETO

I, the undersigned, being the duly qualified and acting recording officer of the entity issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on _____________, 2023.

____

City Administrator

4872-5162-7339\2

RESOLUTION NO. 2023-_______

RESOLUTION RELATING TO THE MUNICIPAL INDUSTRIAL DEVELOPMENT ACT; AUTHORIZING THE ISSUANCE OF REVENUE NOTES ON BEHALF OF RIDGEVIEW MEDICAL CENTER; AND AUTHORIZING EXECUTION AND DELIVERY OF DOCUMENTS RELATING THERETO

BE IT RESOLVED by the City Council (this "Council") of the City of Chaska, Minnesota (the "City"), as follows:

Section 1. It is hereby found, determined and declared:

(a) The City is authorized by Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), to issue its revenue obligations to finance projects consisting of properties, real or personal, used or useful in connection with a revenue-producing enterprise, whether or not operated for profit, engaged in providing health care services, including hospitals, nursing homes and related medical facilities under the Act, and to enter into a loan, lease or revenue agreement with any nonprofit corporation providing such services, whereby the City agrees to loan the proceeds of its revenue notes to such nonprofit corporation and such nonprofit corporation agrees to make payments fixed and revised from time to time as necessary so as to be sufficient to pay in full the principal of, premium, if any, and interest on such revenue notes when due.

(b) Ridgeview Medical Center (the "Corporation"), a Minnesota nonprofit corporation and an organization recognized under section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), which owns and operates an health care facilities in the City and the surrounding area, now proposes that the City issue its revenue notes under the Act in the form of one or more notes in an amount not to exceed $26,000,000, to finance a portion of the costs of a project consisting of the expansion, improvement, and equipping of the hospitals, clinics, medical office buildings and other health care facilities owned and/or operated by the Corporation or its affiliates in the City, and in the cities of Delano, Le Sueur and Waconia, Minnesota (collectively, the "Project").

(c) The Corporation has advised the City that the proposed issuance of the revenue note by the City to finance the Project will produce lower borrowing costs for the Corporation and assist the Corporation in its efforts to provide hospital and other health care services for residents of the City and the cities of Delano, Le Sueur and Waconia, Minnesota .

(d) The City Administrator has caused a notice of public hearing to be published once in the *Chaska Herald*, the official newspaper of the City, on April 13, 2023, not fewer than 14 days before the date hereof. Such notice was published in the form of Exhibit A hereto, which form is incorporated herein by reference for the purpose of satisfying the approval requirements of section 147(f) of the Code.

(e) A public hearing on the issuance of revenue notes of the City to finance the Project has been held on the date hereof after notice duly published as required by law, and the views of all interested persons with respect thereto presented at the hearing have been considered. Following the public hearing, it appears that approval of the issuance of the revenue notes of the City for such purpose is in the public interest of the City.

Section 2. Subject to approval of the issuance of revenue notes and the Project by the State of Minnesota Department of Employment and Economic Development, the City hereby approves the issuance of its revenue note or notes under the Act (whether one or more, the "Series 2023A Note"), the proceeds of which will be used to finance the Project and to pay certain costs of issuing the Series 2023A Note.

Section 3. A form of Master Financing Agreement and Equipment Schedule among Banc of America Public Capital Corp, as lender (the "Lender"), the City, as issuer, and the Corporation, as obligor, with Minnesota Valley Health Care, Inc. and Ridgeview 240 West LLC as additional parties (collectively, the "Financing Agreement") has been prepared and presented to the Council at this meeting.

Section 4. The Financing Agreement is hereby approved as to form. The Mayor and the City Administrator are hereby authorized and directed, in the name and on behalf of the City, to execute and deliver the Financing Agreement and any related documents, and to take all actions necessary to carry out the City's obligations under the Financing Agreement, with such changes as the executing officers shall agree to as evidenced by their execution of the Financing Agreement.

The City shall proceed to issue the Series 2023A Note upon the terms and conditions specified in the Financing Agreement. The Series 2023A Note shall mature on the dates and in the amounts provided in the Financing Agreement, shall be subject to prepayment prior to maturity as provided in the Financing Agreement and shall bear interest at such rate or rates as shall be agreed to by the Lender and the Corporation and approved by the Mayor and the City Administrator, not exceeding 4.000% per annum. The Series 2023A Note shall be issued in such aggregate principal amount as shall be agreed to by the Lender and the Corporation and approved by the Mayor and City Administrator, provided that the aggregate principal amount of the Series 2023A Note shall not exceed $26,000,000.

Section 5. The Mayor and the City Administrator are hereby authorized and directed to prepare and execute the Series 2023A Note in substantially the form prescribed by the Financing Agreement, and to deliver the executed Series 2023A Note to the Lender with a copy of this resolution and such other documents required by the Financing Agreement or the Lender and, upon receipt of the purchase price therefor, the City shall deliver the Series 2023A Note to the Lender.

Section 6. The Mayor and the City Administrator and other officers of the City are authorized and directed to prepare and furnish to the Lender and to Dorsey & Whitney LLP, as bond counsel ("Bond Counsel"), certified copies of all proceedings and records of the City relating to the Series 2023A Note, and the same are authorized to take such actions necessary or appropriate in connection with the consummation of the transactions described herein, and to execute and deliver such other affidavits, certificates, agreements, instruments and documents as may be required by the Lender or Bond Counsel, including but not limited to certificates to show the facts relating to the validity and marketability of the Series 2023A Note as such facts appear from the books and records of the City, and all copies of such certificates, affidavits, agreements, instruments and documents, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein. The approval hereby given to the form of various documents includes such additions and modifications thereto as may be deemed appropriate and are approved by the Mayor and the City Administrator or other officers of the City, which approval shall be conclusively evidenced by execution of documents by the Mayor and the City Administrator or other officers of the City. All actions heretofore taken by the City in connection with the transactions described herein are hereby ratified and approved.

Section 7. In the event of the absence or disability of the Mayor or the City Administrator, the Acting Mayor or the Acting City Administrator, as the case may be, or any designee thereof, may do all things and take all actions hereby authorized without further approval of this Council.

Upon vote being taken upon the foregoing resolution, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

NOTICE OF PUBLIC HEARING ON A PROPOSED FINANCING ON BEHALF OF RIDGEVIEW MEDICAL CENTER AND THE ISSUANCE OF REVENUE NOTES UNDER MINNESOTA STATUTES, SECTIONS 469.152 THROUGH 469.165, AS AMENDED

CITY OF CHASKA, MINNESOTA

NOTICE IS HEREBY GIVEN that the City Council of the City of Chaska, Minnesota (the "Issuer"), will meet on May 1, 2023, at 7:00 p.m., at City Hall, One City Hall Plaza, Chaska, Minnesota, for the purpose of conducting business, including but not limited to a public hearing on the proposal that the Issuer issue its revenue notes (the "Notes"), in one or more series, under Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), on behalf of Ridgeview Medical Center, a Minnesota nonprofit corporation and an organization recognized under section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") (the "Corporation"). The Notes are proposed to be issued as qualified 501(c)(3) bonds as defined in section 145 of the Internal Revenue Code of 1986, for the purpose of financing a portion of the costs of a project consisting of the expansion, improvement, and equipping of the hospitals, clinics, medical office buildings and other healthcare facilities owned and/or principally used and operated by the Corporation or affiliates of the Corporation in which the Corporation is the sole member, in the jurisdictional boundaries of the Issuer, and in the cities of Delano, Le Sueur and Waconia, Minnesota (collectively, other than the Issuer, the "Host Cities") (the "Project"), and costs of issuing the Notes. The Project will be operated by the Corporation or its affiliates at one or more of the following street addresses: 105 Hundertmark Road and 111 Hundertmark Road, Chaska, Minnesota (collectively, the "Issuer Project"); 916 E. St. Peter Avenue, Delano, Minnesota (the "Delano Project"); 621 S. 4th Street and 625 S. 4th Street, Le Sueur, Minnesota (collectively, the "Le Sueur Project"); 490 S. Maple Street, 500 S. Maple Street, 501 S. Maple Street and 240 West Highway 5, Waconia, Minnesota (collectively, the "Waconia Project"). The Corporation will be the initial legal owner or principal user of the Issuer Project, the Delano Project and a portion of the Waconia Project. The Corporation will be a principal user of or beneficial party of interest for other portions of the Waconia Project. Minnesota Valley Health Center, Inc., a Minnesota nonprofit corporation and an organization recognized under section 501(c)(3) of the Code, the sole member of which is the Corporation, will be the principal user of the Le Sueur Project.

The Notes will be special, limited obligations of the Issuer, and the principal thereof and interest thereon will be payable solely from the revenues pledged to the payment thereof. No holder of any Notes will ever have the right to compel any exercise of the taxing powers of the Issuer or the Host Cities to pay the Notes or the interest thereon, or to enforce payment against any property of the Issuer or the Host Cities except money payable by the Corporation to the Issuer and pledged to the payment for the Notes. The maximum stated principal amount of the Notes to be issued for the Project is $26,000,000, including $12,000,000 to finance the Issuer Project; including $1,000,000 to finance the Delano Project; including $1,000,000 to finance the Le Sueur Project; and including $12,000,000 to finance the Waconia Project.

A draft copy of the proposed Application to the Minnesota Department of Employment and Economic Development for approval of the Project, together with draft copies of all attachments and exhibits thereto, is available for public inspection at the office of the City Administrator, located in the City Hall, between the hours of 8:00 and 4:30 p.m. on normal City business days.

All persons interested may appear and be heard at the time and place set forth above, or may file written comments with the City Administrator of the City prior to the date of the hearing set forth above.

Dated: April 13, 2023.

BY ORDER OF THE CITY COUNCIL
By /s/ Matt Podhradsky, City Administrator

Bank of America

Banc of America Public Capital Corp
600 Peachtree Street NE,
11th Floor
Atlanta, GA 30308

FINANCIAL FEASIBILITY LETTER

April 13, 2023

Honorable Mayor and City Council
City of Chaska
Chaska, Minnesota

Re: Proposed City of Chaska, Minnesota Health Facilities Revenue Notes (Ridgeview Medical Center Project), Series 2023A

Ladies and Gentlemen:

Ridgeview Medical Center (the "Corporation"), a Minnesota nonprofit corporation, has requested that the City of Chaska, Minnesota (the "City") issue its revenue notes (the "Notes") under the provisions of Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), in one or more series, in order to finance all or a portion of the costs of equipping and improving the Corporation's or its affiliates' health facilities.

The undersigned intends to purchase the above-referenced Notes, subject to satisfaction of certain conditions set forth in the documentation being executed and delivered in connection with the issuance of the Notes.

We understand a copy of this letter will be forwarded by the City to the Minnesota Department of Employment and Economic Development (the "Department") to serve as confirmation of the feasibility of the project from a financial standpoint, as required by the Department.

Very truly yours,

Vivian Hawkins

EXHIBIT D

ISSUER CERTIFICATE

The undersigned, being the duly qualified and acting Mayor and City Administrator of the City of Chaska, Minnesota (the “City”), does hereby certify on behalf of the City that the City Council of the City (the “Council”) has been provided by representatives of Ridgeview Medical Center, a Minnesota nonprofit corporation (the “Corporation”), with certain information concerning a proposed project under the Minnesota Municipal Industrial Development Act, Minnesota Statutes, Sections 469.152 through 469.165, as amended (the “Act”). On the basis of such information, the Council, by resolution adopted May 1, 2023, has given final approval to the proposed project and the financing thereof by the issuance of revenue notes (the “Notes”) of the City. The following are factors considered by the Council in determining to give approval to the project:

1. The proposed project (the “Project”) consists of financing a portion of the costs of equipping and improving the Corporation’s or its affiliates’ health facilities.

2. Dorsey & Whitney LLP, bond counsel, is of the opinion that the Project constitutes a “project” within the meaning of Minnesota Statutes, Section 469.153, subdivision 2(d).

3 Representatives of the Corporation believe that the issuance of the Notes to finance the Project will further promote the public purposes and legislative objectives of the Act by providing substantial inducement for the continued health care operations of the Corporation in the City and surrounding area.

4. Based on the representations made by the Corporation, the Project to be financed by the Notes does not include any property to be sold or affixed to or consumed in the production of property for sale, and does not include any housing facility to be rented or used as a permanent residence.

5. A public hearing on the proposal to undertake and finance the Project was conducted pursuant to Minnesota Statutes, Section 469.154, Subdivision 4, and Section 147(f) of the Internal Revenue Code of 1986, as amended, on May 1, 2023, at 7:00 p.m., in the City Hall, at which public hearing all interested parties were afforded an opportunity to express their views. A draft copy of the application to the Department with all attachments was available for public inspection prior to the public hearing.

6. The City will cause the Corporation to provide the Minnesota Department of Employment and Economic Development (the "Department") with the information required by Minnesota Statutes, Section 469.154, Subdivision 5, upon entering into a revenue agreement (as defined in the Act) with the Corporation, and the information required by Minnesota Statutes, Section 469.154, Subdivision 7, as required.

Dated: May 2, 2023.

____
Mayor

____
City Administrator

RIDGEVIEW

500 S. Maple St. | Waconia, MN 55387-1791
952.442.2191 | 800.967.4620
RidgeviewMedical.org

EXHIBIT E

EMPLOYMENT PLAN

April 13, 2023

Honorable Mayor and Council Members
City of Chaska
Chaska, Minnesota

Re: Proposed City of Chaska, Minnesota Health Facilities Revenue Notes (Ridgeview Medical Center Project), Series 2023A

Ladies and Gentlemen:

This letter is intended to satisfy the requirements of exhibit (E) of the Application For Approval of Local Bond Financing (the "Application") to be filed by the City of Chaska, Minnesota (the "City"), with the Minnesota Department of Employment and Economic Development in connection with the project to be financed with the above-referenced notes proposed to be issued by the City on behalf of Ridgeview Medical Center (the "Corporation"), a Minnesota nonprofit corporation, and may be attached as an exhibit to said Application.

It is the plan and intent of the Corporation to comply with the provisions of Minnesota Statutes, Section 469.154, Subdivision 7 (to the extent that compliance by the Corporation is legally required by such provisions), and, upon request, to assist and cooperate with the City in complying with those reporting requirements of said Subdivision 7 which may be applicable to the City. Nothing herein contained shall be construed so as to impose any obligation or requirement on the Corporation by the City which is not otherwise imposed by said Subdivision 7.

The Corporation actively recruits and selects protected group representatives whenever those groups are under-represented in the workforce based upon annual compliance report charting. Special effort is made to recruit minority and disabled job-seekers when vacancies occur. Department hiring practices are reviewed periodically to assure compliance with the Corporation's EEO/AA Plan.

Very truly yours,

RIDGEVIEW MEDICAL CENTER

Chief Investment Officer & Treasurer

NOTICE OF PUBLIC HEARING ON A PROPOSED FINANCING ON BEHALF OF RIDGEVIEW MEDICAL CENTER AND THE ISSUANCE OF REVENUE NOTES UNDER MINNESOTA STATUTES, SECTIONS 469.152 THROUGH 469.165, AS AMENDED CITY OF CHASKA, MINNESOTA

NOTICE IS HEREBY GIVEN that the City Council of the City of Chaska, Minnesota (the "Issuer"), will meet on May 1, 2023, at 7:00 p.m., at City Hall, One City Hall Plaza, Chaska, Minnesota, for the purpose of conducting business, including but not limited to a public hearing on the proposal that the Issuer issue its revenue notes (the "Notes"), in one or more series, under Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), on behalf of Ridgeview Medical Center, a Minnesota nonprofit corporation and an organization recognized under section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") (the "Corporation"). The Notes are proposed to be issued as qualified 501(c)(3) bonds as defined in section 145 of the Internal Revenue Code of 1986, for the purpose of financing a portion of the costs of a project consisting of the expansion, improvement, and equipping of the hospitals, clinics, medical office buildings and other healthcare facilities owned and/or principally used and operated by the Corporation or affiliates of the Corporation in which the Corporation is the sole member, in the jurisdictional boundaries of the Issuer, and in the cities of Delano, Le Sueur and Waconia, Minnesota (collectively, other than the Issuer, the "Host Cities") (the "Project"), and costs of issuing the Notes. The Project will be operated by the Corporation or its affiliates at one or more of the following street addresses: 105 Hundertmark Road and 111 Hundertmark Road, Chaska, Minnesota (collectively, the "Issuer Project"); 916 E. St. Peter Avenue, Delano, Minnesota (the "Delano Project"); 621 S. 4th Street and 625 S. 4th Street, Le Sueur, Minnesota (collectively, the "Le Sueur Project"); 490 S. Maple Street, 500 S. Maple Street, 501 S. Maple Street and 240 West Highway 5, Waconia, Minnesota (collectively, the "Waconia Project"). The Corporation will be the initial legal owner or principal user of the Issuer Project, the Delano Project and a portion of the Waconia Project. The Corporation will be a principal user of or beneficial party of interest for other portions of the Waconia Project. Minnesota Valley Health Center, Inc., a Minnesota nonprofit corporation and an organization recognized under section 501(c)(3) of the Code, the sole member of which is the Corporation, will be the principal user of the Le Sueur Project.

The Notes will be special, limited obligations of the Issuer, and the principal thereof and interest thereon will be payable solely from the revenues pledged to the payment thereof. No holder of any Notes will ever have the right to compel any exercise of the taxing powers of the Issuer or the Host Cities to pay the Notes or the interest thereon, or to enforce payment against any property of the Issuer or the Host Cities except money payable by the Corporation to the Issuer and pledged to the payment for the Notes. The maximum stated principal amount of the Notes to be issued for the Project is $26,000,000, including $12,000,000 to finance the Issuer Project; including $1,000,000 to finance the Delano Project; including $1,000,000 to finance the Le Sueur Project; and including $12,000,000 to finance the Waconia Project.

A draft copy of the proposed Application to the Minnesota Department of Employment and Economic Development for approval of the Project, together with draft copies of all attachments and exhibits thereto, is available for public inspection at the office of the City Administrator, located in the City Hall, between the hours of 8:00 and 4:30 p.m. on normal City business days.

All persons interested may appear and be heard at the time and place set forth above, or may file written comments with the City Administrator of the City prior to the date of the hearing set forth above.

Dated: April 13, 2023.

BY ORDER OF THE CITY COUNCIL
By /s/ Matt Podhradsky,
City Administrator

(Published in the Chaska Herald on Thursday, April 13, 2023; No. 6824)

Affidavit of Publication
Southwest News Media

State of Minnesota)
)SS.
County of Carver)

Vera Kehl, being duly sworn on oath says that she is an authorized employee for the newspapers known as the Chaska Herald and the Chanhassen Villager and has full knowledge of the facts herein stated as follows:

(A) These newspapers have complied with the requirements constituting qualification as a legal newspaper, as provided by Minnesota Statute 331A.02, 331A.07, and other applicable laws, as amended.

(B) The printed public notice that is attached to this Affidavit and identified as No. 6824 was published on the date or dates and in the newspaper stated in the attached Notice and said Notice is hereby incorporated as part of this Affidavit. Said notice was cut from the columns of the newspaper specified. Printed below is a copy of the lower case alphabet from A to Z, both inclusive, and is hereby acknowledged as being the kind and size of type used in the composition and publication of the Notice:

abcdefghijklmnopqrstuvwxyz

By: Vera Kehl
Vera Kehl

Subscribed and sworn before me on

this 13th day of April, 2023

Laurie A. Hartmann
Notary Public

LAURIE A HARTMANN
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/25

RATE INFORMATION

Lowest classified rate paid by commercial users for comparable space.... $31.20 per column inch
Maximum rate allowed by law for the above matter................................ $31.20 per column inch
Rate actually charged for the above matter... $15.63 per column inch

City of Chaska, Minnesota
$22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

RECEIPT FOR NOTE

May 5, 2023

Banc of America Public Capital Corp (the "Lender") acknowledges receipt, on the date hereof, of the above-referenced note, being in fully registered form and fully executed.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Lender has caused this Receipt for Note to be executed in its name by a duly authorized agent as of the date first above written.

BANC OF AMERICA PUBLIC CAPITAL CORP

By____
Authorized Agent

[Signature Page – Receipt for Note]
City of Chaska, Minnesota $22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

City of Chaska, Minnesota
$22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

CLOSING CERTIFICATE OF THE CITY

May 5, 2023

The undersigned Mayor and City Administrator of the City of Chaska, Minnesota, a municipal corporation and political subdivision of the State of Minnesota (the "City"), acting for the City, do hereby certify as follows:

(1) We are the duly elected or appointed, qualified and acting Mayor and City Administrator, respectively.

(2) In our capacities as Mayor and City Administrator, we have executed in the name of the City the following documents (the "Documents"), each in substantially the form approved by the City Council at its meeting on May 1, 2023:

Instrument	Date	Parties
Master Financing Agreement (the "Master Agreement")	May 1, 2023	Banc of America Public Capital Corp (the "Lender"), City, and Ridgeview Medical Center (the "Corporation")
Equipment Schedule No. 1 to the Master Agreement ("Equipment Schedule No. 1" and together with the Master Agreement, the "Agreement")	May 1, 2023	Lender, City and Corporation
Endorsement to the Corporation Tax Certificate (the "Tax Certificate")	May 5, 2023	City
Escrow Agreement (the "Escrow Agreement")	May 5, 2023	TMI Trust Company as Escrow Agent, Lender, City and Corporation

(3) We also have duly executed the $22,000,000 Health Facilities Revenue Note (Ridgeview Medical Center Project), Series 2023A (the "Note"), of the City.

(4) Attached hereto and marked Exhibit A is a true and correct copy of a resolution duly adopted by the City Council of the City (the "City Council") at a lawful meeting duly called and held on April 3, 2023, at which meeting a quorum was present and acting throughout, which resolution remains in full force and effect in the form in which adopted.

(5) Attached hereto and marked Exhibit B is a true and correct copy of the affidavit of publication of a notice of public hearing published on April 13, 2023, in the *Chaska Herald*, a newspaper of general circulation in the jurisdiction of the Issuer.

(6) A public hearing was held by the City on May 1, 2023, pursuant to the notice of public hearing referred to above and all persons who appeared at that hearing were given an opportunity to express their views with respect to issuance of the Note and the project as described in the notice.

(7) Attached hereto and marked Exhibit C is a true and correct copy of a resolution duly adopted by the City Council at a lawful meeting duly called and held on May 1, 2023 (the "Authorizing Resolution"), at which meeting a quorum was present and acting throughout, which resolution remains in full force and effect in the form in which adopted.

(8) Attached hereto and marked as Exhibit D is a true and correct copy of the approval of the Department of Employment and Economic Development of the State of Minnesota with respect to the project to be financed by the Note, and the City has not been advised that such approval has been revoked, modified or qualified.

(9) The Mayor and City Administrator of the City have executed the Documents, and the Note, initially dated as of the date hereof, substantially in the form, bearing interest and maturing as set forth in the Agreement.

(10) The execution and delivery of the Note and the Documents, under the circumstances contemplated thereby, and the compliance by the City with the provisions thereof, and the Agreement, to the extent provided therein, will not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement or other instrument to which the City is subject or by which it is bound.

(11) Each of the representations and warranties of the City set forth in the Note, the Agreement and the Authorizing Resolution is true and correct as of the date hereof.

(12) There is no litigation or administrative proceeding pending or, to the knowledge of the undersigned after due inquiry, threatened to restrain or enjoin the issuance, sale or delivery of the Note or the receipt and application of the proceeds from the sale of the Note or the revenues pledged or derived under the Agreement, or in any way contesting or affecting any authority for the issuance of the Note, or the validity or enforceability of the Note, or the status of the transactions contemplated by the Authorizing Resolution, the Agreement, the endorsement of City to Corporation Tax Certificate, or questioning the validity or enforceability thereof, or in any way contesting the existence or the powers of the City, or the right of its officers to their respective offices, or the right of the City to approve, assign its interests under or enter into the Documents, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Authorizing Resolution, the Agreement, or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Agreement.

IN WITNESS WHEREOF, we have hereunto subscribed our respective official signatures and impressed hereon the seal of the City on the date first written above.

CITY OF CHASKA, MINNESOTA

By ______________________________________
Mayor

By ______________________________________
City Administrator

[Signature Page – Closing Certificate of the City]
City of Chaska, Minnesota $22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

LIST OF EXHIBITS

Exhibit A	Resolution Calling Public Hearing adopted April 3, 2023
Exhibit B	Affidavit of Publication of Notice of Public Hearing
Exhibit C	Authorizing Resolution adopted May 1, 2023
Exhibit D	Approval of Department of Employment and Economic Development

City of Chaska, Minnesota
$22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

ENDORSEMENT TO CORPORATION TAX CERTIFICATE

May 5, 2023

This Endorsement to Corporation Tax Certificate (the "Endorsement") is executed and delivered by the Mayor and City Administrator of the City of Chaska, Minnesota (the "City"), on behalf of the City, to satisfy the requirements of section 1.148-2(b)(2) of the U.S. Treasury Regulations, with respect to the City's $22,000,000 Health Facilities Revenue Note (Ridgeview Medical Center Project), Series 2023A (the "Note"). Capitalized terms not defined in this Endorsement shall have the meanings assigned to such terms in the Corporation Tax Certificate of Ridgeview Medical Center (the "Corporation"), dated May 5, 2023 (the "Tax Certificate"), to which this Endorsement is attached. The Mayor and City Administrator hereby certify as follows:

1. The Mayor and the City Administrator of the City have been authorized by a resolution adopted by the City Council of the City on May 1, 2023 (the "Authorizing Resolution"), and by applicable provisions of the Minnesota Statutes, sections 469.152 through 469.165, as amended (the "Act"), to execute and deliver the Note of the City and thereby qualify as officers of the City responsible for issuing the Note.

2. The City expects that the amount and use of the gross proceeds of the Note will be as represented and certified by the Corporation in the Tax Certificate. While the Mayor and City Administrator have made no independent investigation with respect to such representations and certifications, nothing has come to their attention that would cause them to question the representations and certifications set forth in the Tax Certificate.

3. The facts and estimates that form the basis for such expectations by the City are solely those facts and estimates of the Corporation set forth in: (a) the Master Financing Agreement related to the Note, (b) the Tax Certificate and (c) the other documents included in the transcript prepared by Dorsey & Whitney LLP, as bond counsel with respect to the Note. While the Mayor and City Administrator have made no independent investigation with respect to such facts and estimates, nothing has come to their attention that would cause them to question the facts and estimates set forth in the foregoing documents.

(The remainder of this page is intentionally left blank.)

Dated as of the date first written above.

CITY OF CHASKA, MINNESOTA

By ____
Mayor

By _______________________________________
City Administrator

[Signature Page – Endorsement to Corporation Tax Certificate]
City of Chaska, Minnesota $22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

City of Chaska, Minnesota
$22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

CLOSING CERTIFICATE OF THE CORPORATION

May 5, 2023

The undersigned, as Secretary of Ridgeview Medical Center, a Minnesota nonprofit corporation (the "Corporation"), for and on behalf of the Corporation, hereby represents and certifies as follows:

(a) The Corporation is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota, with all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as now being conducted. Attached hereto as Exhibits A, B and C, respectively, are true, correct and complete copies of the Articles of Incorporation of the Corporation certified by the Secretary of State of the State of Minnesota, the Certificate of Good Standing of the Secretary of State of the State of Minnesota with respect to the Corporation and the Bylaws of the Corporation, which Articles of Incorporation and Bylaws were in full force and effect on the date that the Corporate Resolution (defined herein) was adopted and on the dates the Documents (defined herein) were executed, and are in full force and effect as of the date hereof. No amendments to the Articles of Incorporation have been adopted or filed subsequent to April 26, 2023, and no amendments to the Bylaws of the Corporation have been adopted subsequent to October 28, 2019. The Corporation has no corporate seal.

(b) The Corporation is an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1986, and is exempt from federal income taxation under Section 501(a) of said Code and is not a "private foundation" as defined in Section 509(a) of said Code. Attached hereto as Exhibit D is a true and correct copy of a letter from the Internal Revenue Service evidencing the Corporation's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and exempt from taxation under Section 501(a) of the Code, and determining that the Corporation is not a "private foundation" within the meaning of Section 509(a) of the Code. The Corporation has not been notified, since the date of the attached letter that such letter has been in any way amended, repealed or revoked, and, to the best of my knowledge and belief, the determination expressed in the attached letter remains in full force and effect on the date hereof. We know of no adverse action being contemplated by the Internal Revenue Service with respect to the tax-exempt status of the Corporation or any meritorious reason therefor. The Corporation has not changed its purposes, character or method of operation since the date of the attached letter to any extent which would adversely affect the tax-exempt status of the Corporation.

(c) Attached hereto as Exhibit E and Exhibit F, respectively, are true, correct and complete copies of resolution of the governing board of the Corporation adopted on February 27, 2023 (the "Reimbursement Resolution"), and April 24, 2023 (the "Corporate

Resolution" and together with the Reimbursement Resolution, the "Resolutions"), respectively. The Resolutions were in effect on the dates of execution of the Documents, and have not been amended, altered or repealed and are in full force and effect on the date hereof. The Resolutions were duly adopted in accordance with law and the Articles of Incorporation and the Bylaws of the Corporation.

(d) Each of the following documents (collectively, the "Documents"), has been duly executed and delivered by the President and CEO of the Corporation, or duly approved by the Corporation, as appropriate, and each of the Documents, and the execution, delivery and due performance (where applicable) thereof, has been duly authorized by all necessary action of the Corporation and is in full force and effect as of the date hereof:

Instrument	Date	Parties
Master Financing Agreement (the "Master Agreement")	May 1, 2023	Banc of America Public Capital Corp (the "Lender"), City of Chaska, Minnesota (the "City") and the Corporation
Equipment Schedule No. 1 to the Master Agreement ("Equipment Schedule No. 1")	May 1, 2023	Lender, City, Corporation
Escrow Agreement (the "Escrow Agreement")	May 5, 2023	TMI Trust Company as Escrow Agent, Lender, City and Corporation
Corporation Tax Certificate (the "Corporation Tax Certificate")	May 5, 2023	Corporation with Endorsement of City

(e) The Corporation is not in default under or violating (i) any provision of its Articles of Incorporation or Bylaws or (ii) any provision of Documents or any material indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, law, administrative regulation, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it is bound, or to which it or any of its assets is subject. Neither the execution and delivery by the Corporation of the Documents nor compliance with the terms, conditions and provisions thereof will conflict with or result in a material breach of, or constitute a default under, any of the foregoing.

(f) There are no legal proceedings pending or, to the knowledge of the undersigned upon due inquiry, threatened (i) to restrain or enjoin the issuance or delivery of any of the $22,000,000 Health Facilities Revenue Note (Ridgeview Medical Center Project), Series 2023A (the "Note"), or to restrain or enjoin the payments on the Note or the receipt and application of the proceeds from the sale of the Note or the revenues pledged or derived under the Agreement, if applicable, or the Escrow Agreement, (ii) in any way contesting or affecting any authority for the issuance of the Note or the validity or enforceability of the Note or the execution and delivery of the Documents or the Corporation Tax Certificate to be entered into in connection with the issuance of the Note,

(iii) in any way contesting the corporate existence or powers of the Corporation, (iv) which are material as to the Corporation, (v) which will materially adversely affect the Corporation, the operation by the Corporation of the existing hospital facility owned and operated by the Corporation or (vi) which seek to restrain or enjoin, or which will materially adversely affect, the transactions contemplated by the Documents.

(g) The Documents constitute legal, valid and binding agreements and obligations of the Corporation which are enforceable in accordance with their respective terms except to the extent limited by applicable bankruptcy, reorganization, insolvency, moratorium or other laws of general application or principles of equity relating to or affecting the enforcement of creditors' rights.

(h) The representations and warranties of the Corporation in Article II of the Master Agreement are true, correct and complete in all material respects as of the date hereof.

(i) No event of default has occurred and is continuing, or would result from the execution and delivery of the Agreement or any other agreement by and among the Lender, the City and the Corporation, or any condition, event or act which with notice or lapse of time, or both, would become an event of default, which has not been remedied or waived. Since September 30, 2022, there has not been any material adverse change in the business, properties, financial position or results of operations of the Corporation, and since that date the Corporation has not entered into any transaction or incurred any liability material as to the Corporation.

(j) The Corporation has all necessary licenses and permits required to carry on and to operate the existing hospital and healthcare facilities owned and operated by the Corporation including without limitation the licenses from the State of Minnesota State Department of Health. All such licenses are presently in effect, and have not been modified or limited by the appropriate governmental entity or regulatory agency, and, to the best knowledge of the undersigned, no condition exists which, with the passage of time or notice to the appropriate governmental entity or regulatory agency, would cause such licenses to be modified, limited or revoked.

(k) The Corporation is in compliance with all laws, ordinances and governmental rules and regulations to which it is subject which are material as to its properties, business and operations. The existing hospital facility owned and operated by the Corporation is in compliance with all applicable laws, ordinances and governmental rules and regulations. The Corporation has obtained all necessary licenses, permits and approvals required as of the date hereof to operate its existing hospital facility. All such permits and approvals are presently in effect, and have not been modified or limited by the appropriate governmental entity or regulatory agency and are fully sufficient to cover all expenditures contemplated in connection with the issuance of the Note, and, to the best knowledge of the undersigned after due inquiry, no condition exists which, with the passage of time or notice to the appropriate governmental entity or regulatory agency, would cause such permits or approvals to be modified, limited or revoked. The Corporation is not in violation of and has not received any notice of an alleged violation of any zoning, land use, environmental or other similar laws applicable to its existing hospital facility.

(l) The Corporation is accredited by the Joint Commission and satisfies the requirements for participation in the Medicare, Medicaid and Blue Cross programs.

(m) The Corporation has obtained the insurance required by the Agreement.

(n) The Corporation will not take or omit to take any action which will in any way cause or result in the proceeds from the Note being applied in a manner other than as provided in the Agreement or any other agreement by and among the Lender, the City and the Corporation.

(o) There are no laws, ordinances, agreements or restrictions affecting land use, environmental matters, zoning and development which would prohibit the current use of the Corporation's health care facilities for their intended use.

(p) All conditions precedent provided for in the Agreement relating to the authentication and delivery of the Note have been complied with.

[The remainder of this page left intentionally blank.]

(q) The persons named below were on the dates of the execution of the Documents and the Corporation Tax Certificate, and are on the date hereof, the duly elected and qualified incumbents of the offices of the Corporation set opposite their respective names and the signatures appearing at the right of their respective names are the genuine signatures of said officers:

Title	Name	Signature
President and CEO	Michael Phelps	___________________________

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures of the Corporation as of the date first written above.

____
Julie Osterberg, Secretary

List of Exhibits

Exhibit A	-	Articles of Incorporation
Exhibit B	-	Certificate of Good Standing
Exhibit C	-	Bylaws
Exhibit D	-	IRS Determination Letter
Exhibit E	-	Reimbursement Resolution
Exhibit F	-	Corporate Resolution

City of Chaska, Minnesota
$22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

CLOSING CERTIFICATE OF MINNESOTA VALLEY HEALTH CENTER, INC.

May 5, 2023

The undersigned, as Administrator of Minnesota Valley Health Center, Inc., a Minnesota nonprofit corporation (the "Corporation"), for and on behalf of the Corporation, hereby represents and certifies as follows:

(a) The Corporation is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota, with all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as now being conducted. Attached hereto as Exhibits A, B and C, respectively, are true, correct and complete copies of the Articles of Incorporation of the Corporation certified by the Secretary of State of the State of Minnesota, the Certificate of Good Standing of the Secretary of State of the State of Minnesota with respect to the Corporation and the Bylaws of the Corporation, which Articles of Incorporation and Bylaws were in full force and effect on the date that the Resolution (defined herein) was adopted and on the dates the Documents (defined herein) were executed, and are in full force and effect as of the date hereof. No amendments to the Articles of Incorporation have been adopted or filed subsequent to April 26, 2023, and no amendments to the Bylaws of the Corporation have been adopted subsequent to January 1, 2017. The Corporation has no corporate seal.

(b) The Corporation is an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1986, and is exempt from federal income taxation under Section 501(a) of said Code and is not a "private foundation" as defined in Section 509(a) of said Code. Attached hereto as Exhibit D is a true and correct copy of a letter from the Internal Revenue Service evidencing the Corporation's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and exempt from taxation under Section 501(a) of the Code, and determining that the Corporation is not a "private foundation" within the meaning of Section 509(a) of the Code. The Corporation has not been notified, since the date of the attached letter that such letter has been in any way amended, repealed or revoked, and, to the best of my knowledge and belief, the determination expressed in the attached letter remains in full force and effect on the date hereof. We know of no adverse action being contemplated by the Internal Revenue Service with respect to the tax-exempt status of the Corporation or any meritorious reason therefor. The Corporation has not changed its purposes, character or method of operation since the date of the attached letter to any extent which would adversely affect the tax-exempt status of the Corporation.

(c) Attached hereto as Exhibit E is a true, correct and complete copy of resolution or written action of the governing board of the Corporation adopted on April 25, 2023 (the "Resolution"). The Resolution was in effect on the dates of execution of the

Documents, and has not been amended, altered or repealed and is in full force and effect on the date hereof. The Resolution was duly adopted in accordance with law and the Articles of Incorporation and the Bylaws of the Corporation.

(d) Each of the following documents (collectively, the "Documents"), has been duly executed and delivered by the Administrator of the Corporation, or duly approved by the Corporation, as appropriate, and each of the Documents, and the execution, delivery and due performance (where applicable) thereof, has been duly authorized by all necessary action of the Corporation and is in full force and effect as of the date hereof:

Instrument	Date	Parties
Master Financing Agreement (the "Master Agreement")	May 1, 2023	Banc of America Public Capital Corp (the "Lender"), City of Chaska, Minnesota (the "City") and Ridgeview Medical Center

(e) The Corporation is not in default under or violating (i) any provision of its Articles of Incorporation or Bylaws or (ii) any provision of Documents or any material indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, law, administrative regulation, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it is bound, or to which it or any of its assets is subject. Neither the execution and delivery by the Corporation of the Documents nor compliance with the terms, conditions and provisions thereof will conflict with or result in a material breach of, or constitute a default under, any of the foregoing.

(f) There are no legal proceedings pending or, to the knowledge of the undersigned upon due inquiry, threatened (i) in any way contesting or affecting any authority for the validity or enforceability of the execution and delivery of the Documents, or (ii) in any way contesting the corporate existence or powers of the Corporation.

(g) The Documents constitute legal, valid and binding agreements and obligations of the Corporation which are enforceable in accordance with their respective terms except to the extent limited by applicable bankruptcy, reorganization, insolvency, moratorium or other laws of general application or principles of equity relating to or affecting the enforcement of creditors' rights.

(h) No event of default has occurred and is continuing, or would result from the execution and delivery of the Master Agreement, or any condition, event or act which with notice or lapse of time, or both, would become an event of default, which has not been remedied or waived.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures of the Corporation as of the date first written above.

MINNESOTA VALLEY HEALTH CENTER, INC.

____
Stacey Lee, Administrator

List of Exhibits

Exhibit A	-	Articles of Incorporation
Exhibit B	-	Certificate of Good Standing
Exhibit C	-	Bylaws
Exhibit D	-	IRS Determination Letter
Exhibit E	-	Corporate Resolution or Written Action

City of Chaska, Minnesota
$22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

CLOSING CERTIFICATE OF RIDGEVIEW 240 WEST LLC

May 5, 2023

The undersigned, as Chief Manager of Ridgeview 240 West LLC, a Minnesota nonprofit limited liability company (the "LLC"), for and on behalf of the LLC, hereby represents and certifies as follows:

(a) The LLC is a nonprofit limited liability company duly organized, validly existing and in good standing under the laws of the State of Minnesota, with all requisite power and authority to own, operate and lease its properties and to carry on its business as now being conducted. Attached hereto as Exhibits A and B, respectively, are true, correct and complete copies of the Articles of Organization of the LLC certified by the Secretary of State of the State of Minnesota, and the Certificate of Good Standing of the Secretary of State of the State of Minnesota with respect to the LLC, which Articles of Organization were in full force and effect on the date that the Resolution (defined herein) was adopted and on the dates the Documents (defined herein) were executed, and are in full force and effect as of the date hereof. No amendments to the Articles of Organization have been adopted or filed subsequent to April 26, 2023. The LLC has no seal.

(b) Ridgeview Medical Center, an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), is the sole member of the LLC. The LLC is a disregarded entity of Ridgeview Medical Center for federal income tax purposes and has taken no action nor will take any action to elect to be taxed as a corporation under the Code. We know of no adverse action being contemplated by the Internal Revenue Service with respect to the tax-exempt status of the LLC as a disregarded entity of Ridgeview Medical Center or any meritorious reason therefor.

(c) Attached hereto as Exhibit C is a true, correct and complete copy of resolution or written action of the governing board of the LLC adopted on April 25, 2023 (the "Resolution"). The Resolution was in effect on the dates of execution of the Documents, and has not been amended, altered or repealed and is in full force and effect on the date hereof. The Resolution was duly adopted in accordance with law and the Operating Agreement of the LLC.

(d) Each of the following documents (collectively, the "Documents"), has been duly executed and delivered by the Chief Manager of the LLC, or duly approved by the LLC, as appropriate, and each of the Documents, and the execution, delivery and due performance (where applicable) thereof, has been duly authorized by all necessary action of the LLC and is in full force and effect as of the date hereof:

Instrument	Date	Parties
Master Financing Agreement (the “Master Agreement”)	May 1, 2023	Banc of America Public Capital Corp (the “Lender”), City of Chaska, Minnesota (the “City”) and Ridgeview Medical Center

(e) The LLC is not in default under or violating (i) any provision of its Operating Agreement or (ii) any provision of Documents or any material indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, law, administrative regulation, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it is bound, or to which it or any of its assets is subject. Neither the execution and delivery by the LLC of the Documents nor compliance with the terms, conditions and provisions thereof will conflict with or result in a material breach of, or constitute a default under, any of the foregoing.

(f) There are no legal proceedings pending or, to the knowledge of the undersigned upon due inquiry, threatened (i) in any way contesting or affecting any authority for the validity or enforceability of the execution and delivery of the Documents, or (ii) in any way contesting the legal existence or powers of the LLC.

(g) The Documents constitute legal, valid and binding agreements and obligations of the LLC which are enforceable in accordance with their respective terms except to the extent limited by applicable bankruptcy, reorganization, insolvency, moratorium or other laws of general application or principles of equity relating to or affecting the enforcement of creditors’ rights.

(h) No event of default has occurred and is continuing, or would result from the execution and delivery of the Master Agreement, or any condition, event or act which with notice or lapse of time, or both, would become an event of default, which has not been remedied or waived.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures of the LLC as of the date first written above.

RIDGEVIEW 240 WEST LLC

____
Michael Phelps, Chief Manager

List of Exhibits

Exhibit A	-	Articles of Organization
Exhibit B	-	Certificate of Good Standing
Exhibit C	-	Corporate Resolution or Written Action

City of Chaska, Minnesota
$22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

OPINION CERTIFICATE OF MINNESOTA VALLEY HEALTH CARE, INC.

May 5, 2023

The undersigned, the Administrator of Minnesota Valley Health Care, Inc., a Minnesota nonprofit corporation (the "Corporation"), in connection with that certain Master Financing Agreement dated as of May 1, 2023 (the "Agreement"), among the Corporation, Banc of America Public Capital Corp, as lender ("Lender"), and the City of Chaska, Minnesota, as issuer (the "City"), Ridgeview Medical Center, and Ridgeview 240 West LLC, pursuant to which City has issued its $22,000,000 Health Facilities Revenue Note (Ridgeview medical Center Project), Series 2023A (the "Note"), hereby makes the following representations to Dorsey & Whitney LLP on which it may rely in issuing its opinions to the Lender, the City and the Ridgeview Medical Center. Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Agreement.

1. I have sufficient knowledge of the operations and business of the Corporation to make the following representations.

2. Dorsey & Whitney LLP may rely on the respective certifications, representations and warranties that the Corporation has made in the Agreement and each of the agreements, documents, instruments and certificates executed or delivered by the Corporation in connection with the transactions contemplated by the Agreement. I have made a careful review of each of such representations and warranties and hereby confirm, to the best of my knowledge and belief, that such representations and warranties are true, correct and complete at and as of the date they were made with the same effect as though such representations and warranties had been made at and as of the date hereof. The closing certificate of the Corporation dated as of the date hereof and each of the attachments thereto provided in connection with the execution and delivery of the Agreement are true and correct, and the representations made therein are expressly incorporated herein by reference.

3. The Corporation is a non-profit corporation duly organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), no part of the net earnings of which inures to the benefit of any person, private stockholder, or individual. The Corporation has been determined to be and is exempt from federal income taxation under Section 501(a) of the Code, by virtue of being an organization described in Section 501(c)(3) of the Code, and is not a "private foundation" within the meaning of 509(a) of the Code, all in accordance with a determination letter from the Internal Revenue Service (the "Service") dated April 26, 1963 (the "IRS Determination Letter"), a true and correct copy of which is attached to the general closing certificate of the Corporation . The Corporation has not been notified since the date of such letter that such letter has been either amended, repealed or revoked, and, to my best knowledge and belief, all facts underlying the determination expressed in the attached letter remain true and such determination remains in full

force and effect on the date hereof. The Corporation has not changed its purposes, character or method of operation since the date of the IRS Determination Letter to any extent that would affect the tax-exempt status of the Corporation. Specifically, without limiting the foregoing:

a. All but an insubstantial part of the Corporation's activities are in furtherance of its exempt purpose.

b. No part of the net earnings or assets of the Corporation inures to or is distributable to the benefit of any persons having a personal or private interest in the activities of the Corporation. Compensation is paid only to those who provide services that further the exempt purposes of the Corporation, and at all times such compensation is reasonable.

c. No substantial part of the Corporation's activities consist of attempting to influence legislation and the Corporation does not participate or intervene in any political campaign on behalf or in opposition to any candidate for public office.

d. The Corporation is not using and does not in the future expect to use any property financed by the Note in any "unrelated trade or business," within the meaning of Section 513 of the Code.

4. As of the date of this Certificate, there exists no correspondence between the Corporation and the Service with respect to the tax-exempt or non-private foundation status of the Corporation, including, but not limited to, forms, audits, questionnaires, no-change letters, filings made by or on behalf of the Corporation with the Service concerning changes in organization, operation and activities, or similar correspondence, for any of the fiscal years of the Corporation, and such documents were and continue to be true, correct, and complete copies of all such documents in existence relating to the subject matter thereof.

5. As of the date of this Certificate, the Corporation is not under examination by the Service, nor has it received any notice, oral or written, from the Service of a proposed examination thereby, with respect to any fiscal year.

6. The Corporation has timely and properly filed with the Service all annual reports, tax returns, and other matters required to be filed by the Corporation for federal income tax and other federal purposes since its date of incorporation, including all required Forms 990, and such reports, returns, and other matters are true, correct, and complete.

7. All contractual arrangements, whether written or oral, that the Corporation has entered into or intend to enter into with third parties, whether related or unrelated to the Corporation, are the result of arm's length negotiations between the Corporation and such third parties. Any and all benefits to private individuals or entities are incidental to the accomplishment of the charitable goals of the Corporation and the Corporation is not under the control or influence of any private interests.

8. The Corporation has not violated any federal or state criminal or civil penalty statute, law, ordinance, or provision.

9. The Corporation has not provided any loans, guarantees, or advances unrelated to the Corporation's exempt purposes and the Corporation has not provided loans, guarantees, or advances to any member of its governing board, nor has it guaranteed an income level (other than salaries and reimbursed expenses) to any officer or member of its governing board.

10. Any surplus funds of the Corporation will be used to carry out the exempt activities of the Corporation, including improving the quality of services provided by the Corporation, expanding, replacing and equipping existing facilities, and amortizing existing indebtedness.

The Corporation understands and agrees that the foregoing representations and certifications will be relied on by Dorsey & Whitney LLP in rendering its opinion on the tax-exempt status of the Corporation. The Corporation further understands and agrees that Dorsey & Whitney LLP will rely on material facts, estimates and expectations solely within the knowledge of the Corporation and that Dorsey & Whitney LLP will not independently verify such matters.

IN WITNESS WHEREOF, I have set my signature as of the date first written above.

MINNESOTA VALLEY HEALTH CARE, INC.

By: ____
Stacey Lee, Administrator

[Signature Page – Opinion Certificate of MVHC]
City of Chaska, Minnesota $22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

City of Chaska, Minnesota
$22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

OPINION CERTIFICATE OF RIDGEVIEW MEDICAL CENTER

May 5, 2023

The undersigned, the President and CEO of Ridgeview Medical Center, a Minnesota nonprofit corporation (the "Corporation"), in connection with that certain Master Financing Agreement dated as of May 1, 2023, and Equipment Schedule No. 1 thereto dated as of May 1, 2023 (together, the "Agreement"), each among the Corporation, Banc of America Public Capital Corp, as lender ("Lender"), and the City of Chaska, Minnesota, as issuer (the "City"), and pursuant to which City has issued its $22,000,000 Health Facilities Revenue Note (Ridgeview medical Center Project), Series 2023A (the "Note"), hereby makes the following representations to Dorsey & Whitney LLP on which it may rely in issuing its opinions to the Lender, the City and the Corporation. Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Agreement.

11. I have sufficient knowledge of the operations and business of the Corporation to make the following representations.

12. Dorsey & Whitney LLP may rely on the respective certifications, representations and warranties that the Corporation has made in the Agreement and each of the agreements, documents, instruments and certificates executed or delivered by the Corporation in connection with the transactions contemplated by the Agreement. I have made a careful review of each of such representations and warranties and hereby confirm, to the best of my knowledge and belief, that such representations and warranties are true, correct and complete at and as of the date they were made with the same effect as though such representations and warranties had been made at and as of the date hereof. The closing certificate of the Corporation dated as of the date hereof and each of the attachments thereto provided in connection with the execution and delivery of the Agreement are true and correct, and the representations made therein are expressly incorporated herein by reference.

13. The Corporation is a non-profit corporation duly organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), no part of the net earnings of which inures to the benefit of any person, private stockholder, or individual. The Corporation has been determined to be and is exempt from federal income taxation under Section 501(a) of the Code, by virtue of being an organization described in Section 501(c)(3) of the Code, and is not a "private foundation" within the meaning of 509(a) of the Code, all in accordance with a determination letter from the Internal Revenue Service (the "Service") dated November 24, 1999 (the "IRS Determination Letter"), a true and correct copy of which is attached to the general closing certificate of the Corporation . The Corporation has not been notified since the date of such letter that such letter has been either amended, repealed or revoked, and, to my best knowledge and belief, all facts underlying the determination expressed in the attached letter remain true and such determination

remains in full force and effect on the date hereof. The Corporation has not changed its purposes, character or method of operation since the date of the IRS Determination Letter to any extent that would affect the tax-exempt status of the Corporation. Specifically, without limiting the foregoing:

a. All but an insubstantial part of the Corporation's activities are in furtherance of its exempt purpose.

b. No part of the net earnings or assets of the Corporation inures to or is distributable to the benefit of any persons having a personal or private interest in the activities of the Corporation. Compensation is paid only to those who provide services that further the exempt purposes of the Corporation, and at all times such compensation is reasonable.

c. No substantial part of the Corporation's activities consist of attempting to influence legislation and the Corporation does not participate or intervene in any political campaign on behalf or in opposition to any candidate for public office.

d. The Corporation is not using and does not in the future expect to use any property financed by the Note in any "unrelated trade or business," within the meaning of Section 513 of the Code.

14. As of the date of this Certificate, there exists no correspondence between the Corporation and the Service with respect to the tax-exempt or non-private foundation status of the Corporation, including, but not limited to, forms, audits, questionnaires, no-change letters, filings made by or on behalf of the Corporation with the Service concerning changes in organization, operation and activities, or similar correspondence, for any of the fiscal years of the Corporation, and such documents were and continue to be true, correct, and complete copies of all such documents in existence relating to the subject matter thereof.

15. As of the date of this Certificate, the Corporation is not under examination by the Service, nor has it received any notice, oral or written, from the Service of a proposed examination thereby, with respect to any fiscal year.

16. The Corporation has timely and properly filed with the Service all annual reports, tax returns, and other matters required to be filed by the Corporation for federal income tax and other federal purposes since its date of incorporation, including all required Forms 990, and such reports, returns, and other matters are true, correct, and complete.

17. All contractual arrangements, whether written or oral, that the Corporation has entered into or intend to enter into with third parties, whether related or unrelated to the Corporation, are the result of arm's length negotiations between the Corporation and such third parties. Any and all benefits to private individuals or entities are incidental to the accomplishment of the charitable goals of the Corporation and the Corporation is not under the control or influence of any private interests.

18. The Corporation has not violated any federal or state criminal or civil penalty statute, law, ordinance, or provision.

19. The Corporation has not provided any loans, guarantees, or advances unrelated to the Corporation's exempt purposes and the Corporation has not provided loans, guarantees, or advances to any member of its governing board, nor has it guaranteed an income level (other than salaries and reimbursed expenses) to any officer or member of its governing board.

20. Any surplus funds of the Corporation will be used to carry out the exempt activities of the Corporation, including improving the quality of services provided by the Corporation, expanding, replacing and equipping existing facilities, and amortizing existing indebtedness.

The Corporation understands and agrees that the foregoing representations and certifications will be relied on by Dorsey & Whitney LLP in rendering its opinion on the tax-exempt status of the Corporation. The Corporation further understands and agrees that Dorsey & Whitney LLP will rely on material facts, estimates and expectations solely within the knowledge of the Corporation and that Dorsey & Whitney LLP will not independently verify such matters.

IN WITNESS WHEREOF, I have set my signature as of the date first written above.

RIDGEVIEW MEDICAL CENTER

By: ______________________________
Michael Phelps, President and CEO

Schedule A
to Information Return for Tax-Exempt
Private Activity Bond Issues
(Form 8038)

(Section 501(c)(3) Schedule as to Lines 17 and 18)

1. Name of benefiting organization(s):

   Ridgeview Medical Center; Minnesota Valley Health Center, Inc.

2. EIN: Ridgeview Medical Center: 31-1667875;

   Minnesota Valley Health Center, Inc.: 41-0837659

3. (Line 17) Amount of issue benefiting each §501(c)(3) organization set forth above:

   For: Ridgeview Medical Center, $21,450,000

   For: Minnesota Valley Health Care, Inc., $550,000

4. Amount of other nonhospital bonds outstanding:

   For Ridgeview Medical Center, $[______]

City of Chaska, Minnesota
$22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

<u>LENDER'S CERTIFICATE</u>

May 5, 2023

The undersigned, on behalf of Banc of America Public Capital Corp (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the obligations named above (the "Note").

1. ***Purchase of the Note***. On the date of this certificate, the Purchaser is purchasing the Note for the amount of $22,000,000. The Purchaser is not acting as an Underwriter with respect to the Note. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Note (or any portion of the Note or any interest in the Note). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in an initial sale of the Note to the Public, and the Purchaser has not agreed with the City of Chaska, Minnesota (the "Issuer") pursuant to a written agreement to sell the Note to persons other than the Purchaser or a related party to the Purchaser.

   Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluation the merits and risks of prospective investments without reliance upon others. In reaching the conclusion that it desires to acquire the Note, Purchaser has carefully evaluated all risks associated with this purchase and acknowledges that it is able to bear the economic risk of this purchase. Purchaser is a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act").

   Purchaser, through its agents and employees, has investigated the Obligor and its financial, statistical, demographic, and other information and acknowledges that it has been furnished with, or has been given access to, without restriction or limitation, all of the underlying documents in connection with this transaction, as well as all other information which a reasonable, prudent, and knowledgeable investor would desire in evaluating the purchase of the Note without reliance upon others. Further, Purchaser acknowledges that the Obligor and other knowledgeable parties have made available to it and its representatives the opportunity to ask any questions it may have, and receive satisfactory answers, concerning the Obligor and the security and the source of payments of the Note.

2. ***Defined Terms***.

(a) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. Persons generally are “related parties” for purposes of this certificate if they have more than 50 percent common ownership or control, directly or indirectly.

(b) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Note to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Note to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Note to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer, Ridgeview Medical Center (the Obligor) with respect to certain of the representations set forth in the Corporation Tax Certificate and with respect to compliance with the federal income tax rules affecting the Note, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the Note is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Issuer and the Obligor from time to time relating to the Note.

[The remainder of this page left intentionally blank.]

Dated as of the date first above written.

BANC OF AMERICA PUBLIC CAPITAL CORP

By:______________________________________

Name: ______________________
Title: Authorized Agent

[Signature Page – Lender's Certificate]
City of Chaska, Minnesota $22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

City of Chaska, Minnesota
$22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

CERTIFICATE OF ACCEPTANCE AND PAYMENT INSTRUCTIONS

May 5, 2023

Part I:

Ridgeview Medical Center (the “Obligor”), as Obligor pursuant to that certain Master Financing Agreement dated as of May 1, 2023, and under Equipment Schedule No. 1 thereto dated as of May 1, 2023 (together, the “Agreement”), each with Banc of America Public Capital Corp, as lender (“Lender”), and the City of Chaska, Minnesota, as issuer (the “City”) and pursuant to which City has issued its $22,000,000 Health Facilities Revenue Note (Ridgeview Medical Center Project), Series 2023A (the “Note”), hereby certifies and represents to, and agrees with Lender and City as follows:

(1) The proceeds of the Note are to be used as described in the Agreement in furtherance of the exempt purposes of the Obligor (the “Project”).

(2) All representations and warranties of the Obligor contained in the Agreement are true and correct in all material respects as of the date hereof.

Part II:

Dates Note Proceeds are to be disbursed: May 5, 2023 – [November 5, 2024].

Note proceeds will be used to finance the Project and to pay costs of issuance.

Part III:

Attached, or on file with the Lender, are the invoices of the parties which will be paid costs of issuance.

Part IV:

The Note Proceeds shall be initially disbursed as follows:

Amount	Payee	Purpose
$	Dorsey & Whitney LLP	Bond Counsel Fee
$	Dorsey & Whitney LLP	Corporation Special Counsel Fee
$187,000.00	Piper Sandler & Co.	Placement Agent Fee
$[balance]	TMI Trust Company	Note Proceeds to be deposited in escrow
$13,000.00	Susan L. Ariel, Esq.	Lender Counsel Fee
TOTAL: $22,000,000.00		

All terms not otherwise defined herein shall be as defined in the Agreement.

[The remainder of this page left intentionally blank.]

Executed as of the date the Note Proceeds are disbursed.

RIDGEVIEW MEDICAL CENTER

By_________________________________
Michael Phelps, President and CEO

[Signature Page – Certificate of Acceptance and Payment Instructions]
City of Chaska, Minnesota $22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

City of Chaska, Minnesota
$22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

CERTIFICATE OF PLACEMENT AGENT

May 5, 2023

I, the undersigned, a duly qualified and acting officer of Piper Sandler & Co., Minneapolis, Minnesota, as placement agent (the "Agent"), hereby acknowledge that we acted as placement agent in connection with the issuance by the City of Chaska, Minnesota (the "Issuer") of its $22,000,000 aggregate principal amount Health Facilities Revenue Note (Ridgeview Medical Center Project Project), Series 2023A, dated, as originally issued, as of May 1, 2023 (the "Note"), to Banc of America Public Capital Corp (the "Lender"). I hereby certify, as follows:

1. The intention of the parties in entering into the transactions represented by the Note is that the interest on the Note is to be excluded from the gross income of the Lender for federal income tax purposes. This Certificate is being delivered to assist the parties in compliance with applicable federal income tax requirements.

2 The issue price and proceeds of the Note are equal to $22,000,000.00, payable by the Lender.

3. The Note, pursuant to section 148 of the Internal Revenue Code of 1986 (the "Code"), bears an arbitrage yield equal to 3.4600%.

4. We have been asked by the Issuer and Dorsey & Whiney LLP, as Bond Counsel, to calculate the weighted average maturity of the Note in the following manner: divide (a) the sum of the products determined by taking the issue price of each maturity times the number of years or portions thereof from the date hereof to the date of such maturity, by (b) the issue price of the Note. Based on this calculation, the weighted average maturity of the Note is 5.5346 years.

We are not accountants or actuaries, nor are we engaged in the practice of law. The certifications contained in this Certificate are factual, and the Agent expresses no views regarding, and do not warrant, the legal sufficiency thereof under, or whether the manner in which we have been asked to make calculations conforms to, the requirements of sections 103 and 141 through 150 of the Code and the regulations thereunder.

Dated as of the date first above written.

PIPER SANDLER & CO.

By ____

Its ____

[Signature Page – Certificate of Placement Agent]
City of Chaska, Minnesota $22,000,000 Health Facilities Revenue Note
(Ridgeview Medical Center Project), Series 2023A

CLAIMS ROSTER REPORT

FOR COUNCIL MEETING:	**May 1, 2023**	
Paid and Unpaid Invoices:		
Check #'s 346554-346712		**$974,649.77**
Paid Electronic Invoices:		
Wire #'s 3672-3692		**$4,228,462.77**

Amount for Approval-Council Meeting:	
May 1, 2023	**$5,203,112.54**

VENDOR INVOICE LIST

Checks

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
102555 ABLE HOSE & RUBBER LLC										
230472-001 CHECK DATE: 05/02/2023		04/07/2023	050223	346576	80.12	80.12	05/07/2023	INV	PD	CLAMP
103825 ACUSHNET COMPANY										
915445086 CHECK DATE: 05/02/2023		04/11/2023	050223	346577	1,455.22	1,455.22	06/10/2023	INV	PD	RESALE
915472318 CHECK DATE: 05/02/2023		04/13/2023	050223	346577	46.84	46.84	05/13/2023	INV	PD	RESALE
915483483 CHECK DATE: 05/02/2023		04/14/2023	050223	346577	139.97	139.97	06/13/2023	INV	PD	RESALE
915499691 CHECK DATE: 05/02/2023		04/17/2023	050223	346577	275.11	275.11	06/16/2023	INV	PD	TC STAFF UNIFORMS
915513227 CHECK DATE: 05/02/2023		04/18/2023	050223	346577	253.26	253.26	05/18/2023	INV	PD	RESALE
915513355 CHECK DATE: 05/02/2023		04/18/2023	050223	346577	691.29	691.29	06/17/2023	INV	PD	RESALE
915526842 CHECK DATE: 05/02/2023		04/19/2023	050223	346577	174.44	174.44	05/19/2023	INV	PD	RESALE
915535836 CHECK DATE: 05/02/2023		04/20/2023	050223	346577	129.99	129.99	05/20/2023	INV	PD	RESALE
915544724 CHECK DATE: 05/02/2023		04/21/2023	050223	346577	363.87	363.87	06/20/2023	INV	PD	RESALE
					3,529.99					
111269 ADEN, FAIZA										
37185 CHECK DATE: 05/02/2023		04/14/2023	050223	346578	32.38	32.38	05/14/2023	INV	PD	METER DEPOSIT REFUND-1
106669 ADIDAS AMERICA INC										
6159337479 CHECK DATE: 05/02/2023		04/10/2023	050223	346579	604.45	604.45	06/09/2023	INV	PD	RESALE
6159345599 CHECK DATE: 05/02/2023		04/11/2023	050223	346579	155.46	155.46	06/10/2023	INV	PD	RESALE
					759.91					
111279 ADVANCED ELEMENTS INC										

Report generated: 04/27/2023 10:22
User: 8482mrob
Program ID: apinvlst

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
86494		04/11/2023	050223	346580	1,085.00	1,085.00	05/17/2023	INV	PD	Graphic Design for Pos
CHECK DATE: 05/02/2023										
100843 AH HERMEL CANDY & TOBACCO CO										
971777		04/20/2023	050223	346581	177.00	177.00	05/20/2023	INV	PD	WATER FOR FD
CHECK DATE: 05/02/2023										
100073 AMARIL UNIFORM CO										
IV243279		04/07/2023	050223	346582	37.51	37.51	05/07/2023	INV	PD	S. KORTUEM FR CLOTHING
CHECK DATE: 05/02/2023										
100119 SHAKOPEE VALLEY FORD										
352249FOW		04/17/2023	050223	346583	55.39	55.39	05/17/2023	INV	PD	#1193 O2 SENSOR/HEAD T
CHECK DATE: 05/02/2023										
352285FOW		04/17/2023	050223	346583	91.85	91.85	05/17/2023	INV	PD	#1193 O2 SENSOR
CHECK DATE: 05/02/2023										
CM352249FOW		04/17/2023	050223	346583	-50.82	-50.82	05/17/2023	CRM	PD	#1193 O2 SENSOR RETURN
CHECK DATE: 05/02/2023										
					96.42					
104669 APPLIANCE CONNECTIONS INC										
P23-0224		04/17/2023	050223	346584	60.00	60.00	05/17/2023	INV	PD	RFD PLUMBING PERMIT-16
CHECK DATE: 05/02/2023										
P23-0225		04/17/2023	050223	346584	60.00	60.00	05/17/2023	INV	PD	RFD PLUMBING PERMIT
CHECK DATE: 05/02/2023										
					120.00					
100146 ASPEN MILLS INC										
312038		04/12/2023	050223	346585	412.03	412.03	05/12/2023	INV	PD	DUTY UNIFORM-GRAVALIN
CHECK DATE: 05/02/2023										
100155 AUBURN MANOR										
MAY 2023	230004	05/01/2023	050223	346586	200.00	200.00	05/31/2023	INV	PD	MAY SENIOR CITIZEN DON
CHECK DATE: 05/02/2023										
105236 B & B TRANSFORMER INC										
28005	230048	03/06/2023	050223	346587	7,774.00	7,774.00	05/13/2023	INV	PD	TRN UG 50 KVA 7.9 120/

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 05/02/2023										
28006	230047	03/06/2023	050223	346587	14,095.00	14,095.00	05/13/2023	INV	PD	TRN UG 150 KVA 7.9 120
CHECK DATE: 05/02/2023										
					21,869.00					
100174 BAUER BUILT TIRE AND BATTERY										
180290676		04/11/2023	050223	346588	401.92	401.92	05/15/2023	INV	PD	T26 STREET
CHECK DATE: 05/02/2023										
180290945		04/20/2023	050223	346588	273.02	273.02	05/15/2023	INV	PD	#2709 TOWN COURSE
CHECK DATE: 05/02/2023										
					674.94					
111262 BAUHS, TIMOTHY										
35768		04/14/2023	050223	346589	32.23	32.23	05/14/2023	INV	PD	METER DEPOSIT REFUND-4
CHECK DATE: 05/02/2023										
100214 BORDER STATES INDUSTRIES INC										
926108147	230046	04/12/2023	050223	346590	506.31	506.31	05/25/2023	INV	PD	ELBOW LOAD BREAK 1/0 A
CHECK DATE: 05/02/2023										
9261164110		04/13/2023	050223	346590	12,000.00	12,000.00	05/25/2023	INV	PD	BREAKER MAINTENANCE
CHECK DATE: 05/02/2023										
					12,506.31					
100220 BOYER FORD TRUCKS INC										
008P22251		04/26/2023	050223	346591	83.64	83.64	05/26/2023	INV	PD	#144 DIFFERENTIAL LOCK
CHECK DATE: 05/02/2023										
100247 BROADWAY AWARDS INC										
52655		04/17/2023	050223	346592	149.75	149.75	05/17/2023	INV	PD	Retirement Plaque - #4
CHECK DATE: 05/02/2023										
100254 BRYAN ROCK PRODUCTS INC										
57769		03/31/2023	050223	346593	2,313.75	2,313.75	04/30/2023	INV	PD	GRAVEL FOR MCKNIGHT &
CHECK DATE: 05/02/2023										
111263 BUTTERFIELD, GREI										
35801		04/14/2023	050223	346594	58.32	58.32	05/14/2023	INV	PD	METER DEPOSIT REFUND-1
CHECK DATE: 05/02/2023										

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Program ID: apinvlst

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100275 CALLAWAY GOLF										
934436661 CHECK DATE: 05/02/2023		03/09/2022	050223	346595	809.79	809.79	12/01/2022	INV	PD	DEMO/RENTALS
934556033 CHECK DATE: 05/02/2023		03/09/2022	050223	346595	678.05	678.05	05/19/2023	INV	PD	DEMO/RENTALS
934949438 CHECK DATE: 05/02/2023		05/31/2022	050223	346595	199.00	199.00	05/19/2023	INV	PD	RESALE
935132638 CHECK DATE: 05/02/2023		06/28/2022	050223	346595	237.60	237.60	05/19/2023	INV	PD	RESALE
935132649 CHECK DATE: 05/02/2023		06/28/2022	050223	346595	-415.00	-415.00	05/19/2023	CRM	PD	RESALE REBATE
935632947 CHECK DATE: 05/02/2023		10/31/2022	050223	346595	1,800.00	1,800.00	05/19/2023	INV	PD	RANGE BALLS
936317598 CHECK DATE: 05/02/2023		04/12/2023	050223	346595	2,380.81	2,380.81	12/01/2023	INV	PD	DEMO/RENTALS
936331537 CHECK DATE: 05/02/2023		04/13/2023	050223	346595	1,051.20	1,051.20	06/12/2023	INV	PD	RESALE
936350591 CHECK DATE: 05/02/2023		04/18/2023	050223	346595	1,508.28	1,508.28	12/01/2023	INV	PD	DEMO/RENTALS
936350597 CHECK DATE: 05/02/2023		04/18/2023	050223	346595	1,054.32	1,054.32	12/01/2023	INV	PD	DEMO/RENTALS
936375769 CHECK DATE: 05/02/2023		04/21/2023	050223	346595	118.80	118.80	06/20/2023	INV	PD	RESALE
936375770 CHECK DATE: 05/02/2023		04/21/2023	050223	346595	118.80	118.80	06/20/2023	INV	PD	RESALE
936375771 CHECK DATE: 05/02/2023		04/21/2023	050223	346595	118.80	118.80	06/20/2023	INV	PD	RESALE
936375772 CHECK DATE: 05/02/2023		04/21/2023	050223	346595	237.60	237.60	06/20/2023	INV	PD	RESALE
936375773 CHECK DATE: 05/02/2023		04/21/2023	050223	346595	118.80	118.80	06/20/2023	INV	PD	RESALE
936384270 CHECK DATE: 05/02/2023		04/24/2023	050223	346595	118.80	118.80	06/23/2023	INV	PD	RESALE
936384271 CHECK DATE: 05/02/2023		04/24/2023	050223	346595	807.87	807.87	12/01/2023	INV	PD	RESALE

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
936384272 CHECK DATE: 05/02/2023		04/24/2023	050223	346595	118.80	118.80	06/23/2023	INV	PD	RESALE
936384273 CHECK DATE: 05/02/2023		04/24/2023	050223	346595	118.80	118.80	06/23/2023	INV	PD	RESALE
					11,181.12					
100301 CARVER COUNTY										
30.0045300-2023-1 CHECK DATE: 05/02/2023		03/27/2023	050223	346596	93.00	93.00	05/15/2023	INV	PD	PROP TAX-DEL WEBB/HAMM
30.0050100-2023-1 CHECK DATE: 05/02/2023		03/27/2023	050223	346596	750.00	750.00	05/15/2023	INV	PD	PROP TAX-WALNUT CELL T
30.0280340-2023-1 CHECK DATE: 05/02/2023		03/27/2023	050223	346596	309.00	309.00	05/15/2023	INV	PD	PROP TAX-HUNDERTMARK C
30.0501090-2023-1 CHECK DATE: 05/02/2023		03/27/2023	050223	346596	1,271.00	1,271.00	05/15/2023	INV	PD	PROP TAX-116 5TH ST E-
30.0501100-2023-1 CHECK DATE: 05/02/2023		03/27/2023	050223	346596	1,159.00	1,159.00	05/15/2023	INV	PD	PROP TAX-423 WALNUT ST
30.0501440-2023-1 CHECK DATE: 05/02/2023		03/27/2023	050223	346596	1,372.00	1,372.00	05/15/2023	INV	PD	PROP TAX-216 4TH ST W
30.0501940-2023-1 CHECK DATE: 05/02/2023		04/03/2023	050223	346596	8,672.00	8,672.00	05/15/2023	INV	PD	PROP TAX-314 WALNUT ST
30.0502740-2023-1 CHECK DATE: 05/02/2023		04/03/2023	050223	346596	662.00	662.00	05/15/2023	INV	PD	PROP TAX-217 WALNUT ST
30.0502750-2023-1 CHECK DATE: 05/02/2023		04/03/2023	050223	346596	655.00	655.00	05/15/2023	INV	PD	PROP TAX-211 WALNUT ST
30.1880020-2023-1 CHECK DATE: 05/02/2023		04/03/2023	050223	346596	5,324.00	5,324.00	05/15/2023	INV	PD	PROP TAX-2950 CHASKA B
30.1890011-2023-1 CHECK DATE: 05/02/2023		04/03/2023	050223	346596	45,964.00	45,964.00	05/15/2023	INV	PD	PROP TAX-3210 CHASKA B
30.2060300-2023 CHECK DATE: 05/02/2023		03/27/2023	050223	346596	14.00	14.00	05/15/2023	INV	PD	PROP TAX-LOT B CLUB WE
30.6580020-2023-1 CHECK DATE: 05/02/2023		04/03/2023	050223	346596	925.00	925.00	05/15/2023	INV	PD	PROP TAX-BLOCK 6 VACAN
30.6580030-2023-1 CHECK DATE: 05/02/2023		04/03/2023	050223	346596	2,387.00	2,387.00	05/15/2023	INV	PD	PROP TAX-BLOCK 6 VACAN
30.6800400-2023-1 CHECK DATE: 05/02/2023		03/27/2023	050223	346596	5,369.00	5,369.00	05/15/2023	INV	PD	PROP TAX-CLOVER FIELD

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					74,926.00					
100285 CARVER COUNTY										
2023002 CHECK DATE: 05/02/2023		04/03/2023	050223	346597	19,619.93	19,619.93	05/03/2023	INV	PD	1ST QTR FINES & SURCHA
100314 CARVER COUNTY IS/GIS DEPT										
INTINV-294 CHECK DATE: 05/02/2023		04/11/2023	050223	346598	15,921.50	15,921.50	05/11/2023	INV	PD	GIS LICENSE
100323 CDW GOVERNMENT INC										
HS53899 CHECK DATE: 05/02/2023		03/31/2023	050223	346599	7,505.25	7,505.25	04/30/2023	INV	PD	Trend Micro AntiVirus
HS88609 CHECK DATE: 05/02/2023		04/03/2023	050223	346599	12,634.70	12,634.70	05/03/2023	INV	PD	COMPUTER REPLACEMENT P
HW39049 CHECK DATE: 05/02/2023		04/08/2023	050223	346599	68.98	68.98	05/08/2023	INV	PD	ELEC SUB CAMERAS
HX78846 CHECK DATE: 05/02/2023		04/12/2023	050223	346599	72.37	72.37	05/12/2023	INV	PD	POLICE PRINTER MOUNT
					20,281.30					
100332 CENTERPOINT ENERGY RESOURCES CORP										
109045922/MAR23 CHECK DATE: 04/20/2023		04/05/2023	042023	346554	13,633.46	13,633.46	05/03/2023	INV	PD	MAR 1661 PARK RIDGE DR
109052076/MAR23 CHECK DATE: 04/20/2023		04/05/2023	042023	346554	7,881.67	7,881.67	05/03/2023	INV	PD	MAR 1611 PARK RIDGE DR
80000146268/MAR23 CHECK DATE: 04/20/2023		04/12/2023	042023	346554	7,628.43	7,628.43	05/09/2023	INV	PD	MAR GAS SVC
80000167793/MAR23 CHECK DATE: 04/20/2023		04/12/2023	042023	346554	53.55	53.55	05/09/2023	INV	PD	MAR CITY PKS GAS SVC
80000167843/MAR23 CHECK DATE: 04/20/2023		04/12/2023	042023	346554	4,960.46	4,960.46	05/09/2023	INV	PD	MAR GAS SVC
					34,157.57					
100337 QWEST CORPORATION										
313196254/APR23 CHECK DATE: 04/25/2023		04/18/2023	042523	346562	268.96	268.96	05/15/2023	INV	PD	APR CITY HALL LOC PHN
313249294/APR23		04/11/2023	042023	346555	55.24	55.24	05/08/2023	INV	PD	APR TC MAINT LOC PHN S

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 04/20/2023										
313408124/APR23		04/11/2023	042023	346555	68.18	68.18	05/08/2023	INV	PD	APR TC MAINT LOC PHN S
CHECK DATE: 04/20/2023										
					392.38					
111213 CHASKA COMMONS LLC										
112384		04/19/2023	042723	346569	500.00	500.00	05/20/2023	INV	PD	Storefront Improvement
CHECK DATE: 04/27/2023										
MAY 2023 UNIT 1	230057	04/26/2023	042723	346569	980.00	980.00	05/01/2023	INV	PD	May Rent-Unit #1 210 1
CHECK DATE: 04/27/2023										
MAY 2023 UNIT 2	230056	04/26/2023	042723	346569	665.00	665.00	05/01/2023	INV	PD	May Rent-Unit #2 210 1
CHECK DATE: 04/27/2023										
MAY 2023 UNIT 3	230055	04/26/2023	042723	346569	1,475.00	1,475.00	05/01/2023	INV	PD	May Rent-Unit #3 210 C
CHECK DATE: 04/27/2023										
					3,620.00					
100346 CHASKA DOWNTOWN BUSINESS ALLIANCE										
Q2 2023		04/13/2023	050223	346600	14,525.00	14,525.00	05/13/2023	INV	PD	2ND QTR SPECIAL SERVIC
CHECK DATE: 05/02/2023										
110240 CINTAS CORPORATION NO 2										
5154884816		04/21/2023	050223	346601	17.13	17.13	05/21/2023	INV	PD	MEDICAL SUPPLIES-FD
CHECK DATE: 05/02/2023										
9218172912		04/01/2023	050223	346602	545.00	545.00	04/30/2023	INV	PD	AED Maintenance
CHECK DATE: 05/02/2023										
					562.13					
100428 COBRA GOLF INC										
G3251599		04/14/2023	050223	346603	1,935.00	1,935.00	07/13/2023	INV	PD	RESALE
CHECK DATE: 05/02/2023										
G3264339		04/25/2023	050223	346603	245.00	245.00	07/24/2023	INV	PD	RESALE
CHECK DATE: 05/02/2023										
G3264416		04/25/2023	050223	346603	371.37	371.37	07/24/2023	INV	PD	RESALE
CHECK DATE: 05/02/2023										
					2,551.37					
100436 COMCAST CORPORATION										
0036243/APR23-TC		04/07/2023	042023	346556	248.96	248.96	05/02/2023	INV	PD	APR CLUBHOUSE CABLE

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 04/20/2023										
0055482/APR23-FD		04/12/2023	042523	346563	6.75	6.75	05/07/2023	INV	PD	APR FD CABLE
CHECK DATE: 04/25/2023										
112233		04/09/2023	042023	346556	79.74	79.74	05/04/2023	INV	PD	Apr PD Cable
CHECK DATE: 04/20/2023										
171080195		04/15/2023	042723	346570	775.00	775.00	05/15/2023	INV	PD	APR CITY HALL FIBER
CHECK DATE: 04/27/2023										
					1,110.45					
104611 COMMERCIAL FURNITURE SERVICES INC										
93475-0		03/29/2023	050223	346604	7,599.76	7,599.76	05/04/2023	INV	PD	HR OFFICE SETUP
CHECK DATE: 05/02/2023										
105466 COMPUTER INTEGRATION TECHNOLOGIES INC										
347877		04/14/2023	050223	346605	4,454.60	4,454.60	05/14/2023	INV	PD	APR OFFICE 365 AGREEME
CHECK DATE: 05/02/2023										
348729		04/14/2023	050223	346605	246.40	246.40	05/14/2023	INV	PD	MAY CYBER SECURITY TRA
CHECK DATE: 05/02/2023										
					4,701.00					
106301 CORE AND MAIN LP										
S696397	230054	04/19/2023	050223	346606	478.36	478.36	05/19/2023	INV	PD	INVENTORY- ELBOW 6"
CHECK DATE: 05/02/2023										
111273 CRANE, LESLIE										
37715		04/14/2023	050223	346607	244.13	244.13	05/14/2023	INV	PD	METER DEPOSIT REFUND-1
CHECK DATE: 05/02/2023										
111266 CUCHILLA-MOLINA, ROSA										
37087		04/14/2023	050223	346608	77.67	77.67	05/14/2023	INV	PD	METER DEPOSIT REFUND-1
CHECK DATE: 05/02/2023										
100479 CULLIGAN-METRO BROOKLYN PARK										
114-01594506-5 MAR23		03/31/2023	042023	346557	15.77	15.77	04/20/2023	INV	PD	COOLER RENT-TC MAINT
CHECK DATE: 04/20/2023										
111261 CUSMAN, RAHMA										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
33406		04/14/2023	050223	346609	37.64	37.64	05/14/2023	INV	PD	METER DEPOSIT REFUND-2
CHECK DATE: 05/02/2023										
100481 CUSTOM FIRE APPARATUS INC										
0021985-IN		11/30/2022	050223	346610	176.44	176.44	04/25/2023	INV	PD	#311 AIR TOGGLE SWITCH
CHECK DATE: 05/02/2023										
0022043-IN		12/22/2022	050223	346610	3,168.22	3,168.22	04/25/2023	INV	PD	#311 DRIVERS SIDE CONT
CHECK DATE: 05/02/2023										
					3,344.66					
100490 DAKOTA SUPPLY GROUP										
S102180647.001	230053	04/17/2023	050223	346611	83,784.21	83,784.21	05/25/2023	INV	PD	TRN UG 3000KVA 277/480
CHECK DATE: 05/02/2023										
110412 IMPERIAL BAG AND PAPER CO LLC										
4072616		04/18/2023	050223	346612	286.44	286.44	05/18/2023	INV	PD	Cleaning Supplies-CCC
CHECK DATE: 05/02/2023										
100566 DVS										
C228887		04/17/2023	050223	346613	14.25	14.25	05/17/2023	INV	PD	Squad 1223 Registratio
CHECK DATE: 05/02/2023										
110104 RALNY FALLS VENTURES LLC										
637		04/18/2023	050223	346614	1,794.00	1,794.00	05/18/2023	INV	PD	FF GEAR DECON & REPAIR
CHECK DATE: 05/02/2023										
668		04/21/2023	050223	346614	1,838.00	1,838.00	05/21/2023	INV	PD	FF GEAR DECON
CHECK DATE: 05/02/2023										
					3,632.00					
111265 ERICKSON, RUSSELL										
37083		04/14/2023	050223	346615	29.88	29.88	05/14/2023	INV	PD	METER DEPOSIT REFUND-1
CHECK DATE: 05/02/2023										
111029 GREGORY ARMSTRONG										
112167		05/01/2023	050223	346616	3,125.00	3,125.00	07/01/2023	INV	PD	F&I Band Deposit
CHECK DATE: 05/02/2023										
100649 FEDERAL EXPRESS CORPORATION										

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
8-104-53327 CHECK DATE: 04/27/2023		04/19/2023	042723	346571	35.09	35.09	05/04/2023	INV	PD	US SHIPPING FROM US BA
100653 FERGUSON ENTERPRISES INC										
0019319 CHECK DATE: 05/02/2023		04/17/2023	050223	346617	81.44	81.44	05/17/2023	INV	PD	TC KITCHEN REPAIR
0032837 CHECK DATE: 05/02/2023		04/19/2023	050223	346617	43.16	43.16	05/19/2023	INV	PD	TC KITCHEN REPAIR
					124.60					
106319 CHAD JEREMY FIGG										
Feb 2023 CHECK DATE: 05/02/2023		02/28/2023	050223	346618	820.20	820.20	05/12/2023	INV	PD	Feb Tae Kwon Do
Jan 2023 CHECK DATE: 05/02/2023		01/31/2023	050223	346618	808.20	808.20	05/12/2023	INV	PD	Jan Tae Kwon Do
Mar 2023 CHECK DATE: 05/02/2023		03/31/2023	050223	346618	799.80	799.80	05/12/2023	INV	PD	Mar Tae Kwon Do
					2,428.20					
111271 FITZGERALD, PATRICIA										
37474 CHECK DATE: 05/02/2023		04/14/2023	050223	346619	59.56	59.56	05/14/2023	INV	PD	METER DEPOSIT REFUND-3
100673 FLEETPRIDE INC										
107051903 CHECK DATE: 05/02/2023		04/12/2023	050223	346620	1,723.72	1,723.72	05/12/2023	INV	PD	#312 BRAKES
107303048 CHECK DATE: 05/02/2023		04/21/2023	050223	346620	-800.00	-800.00	05/21/2023	CRM	PD	#312 CORE EATON CREDIT
					923.72					
100693 FS3 INC										
82300 CHECK DATE: 05/02/2023		04/07/2023	050223	346621	1,995.17	1,995.17	05/07/2023	INV	PD	TRANSFORMER WARNING ST
111272 GF JEDLICKI INC										
37513 CHECK DATE: 05/02/2023		04/14/2023	050223	346622	632.90	632.90	05/14/2023	INV	PD	METER DEPOSIT REFUND-5

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111274 GIBSON, DAVID										
36699 CHECK DATE: 05/02/2023		04/14/2023	050223	346623	48.71	48.71	05/14/2023	INV	PD	METER DEPOSIT REFUND-3
105536 GOPHER STATE FIRE EQUIPMENT										
137696 CHECK DATE: 05/02/2023		04/21/2023	050223	346624	253.72	253.72	05/21/2023	INV	PD	TC FIRE SYSTEM CHECK
100759 WW GRAINGER INC										
9660423196 CHECK DATE: 05/02/2023		04/03/2023	050223	346625	1,902.06	1,902.06	05/03/2023	INV	PD	DRINKING FOUNTAIN LION
9661432097 CHECK DATE: 05/02/2023		04/03/2023	050223	346625	578.38	578.38	05/03/2023	INV	PD	WOMENS BATHROOM EXHAUS
9671850320 CHECK DATE: 05/02/2023		04/12/2023	050223	346625	65.48	65.48	05/12/2023	INV	PD	GASKET FOR MAIN CHILLE
					2,545.92					
111268 HAAPALA, RONALD										
37180 CHECK DATE: 05/02/2023		04/14/2023	050223	346626	77.53	77.53	05/14/2023	INV	PD	METER DEPOSIT REFUND-1
100810 HAWKINS INC										
6443159 CHECK DATE: 05/02/2023		04/07/2023	050223	346627	6,159.81	6,159.81	05/22/2023	INV	PD	WTP CHEMICALS
6447060 CHECK DATE: 05/02/2023		04/15/2023	050223	346627	20.00	20.00	05/30/2023	INV	PD	DEMURRAGE
					6,179.81					
100821 HEALTHPARTNERS INC										
120538518 CHECK DATE: 04/25/2023		04/12/2023	042523	346564	7,301.98	7,301.98	05/01/2023	INV	PD	MAY EMP INS PREM-DENTA
111264 HEIL, BENJAMIN										
36989 CHECK DATE: 05/02/2023		04/14/2023	050223	346628	57.26	57.26	05/14/2023	INV	PD	METER DEPOSIT REFUND-2
100848 HIGH TECH CLEANING INC										

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Program ID: apinvlst

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
18640 CHECK DATE: 05/02/2023		04/01/2023	050223	346629	215.00	215.00	05/01/2023	INV	PD	IT DEPARTMENT
100859 HOISINGTON KOEGLER GROUP INC										
017-038-35 CHECK DATE: 05/02/2023		04/14/2023	050223	346630	926.25	926.25	05/14/2023	INV	PD	CITY SQUARE WEST-MAR
022-043-8 CHECK DATE: 05/02/2023		04/14/2023	050223	346630	3,608.75	3,608.75	05/14/2023	INV	PD	ZONING CODE AUDIT-MAR
022-046-7 CHECK DATE: 05/02/2023		04/14/2023	050223	346630	11,950.00	11,950.00	05/14/2023	INV	PD	CITY SQUARE PARK-MAR
					16,485.00					
100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP										
2023/0421-ICMA CHECK DATE: 04/25/2023		04/21/2023	042523	346565	5,477.85	5,477.85	04/21/2023	INV	PD	042123 Payroll - 457 &
104751 IMPACT MAILING OF MINNESOTA INC										
205511 CHECK DATE: 05/02/2023		04/25/2023	050223	346631	1,149.93	1,149.93	05/25/2023	INV	PD	Apr Reminders
205512 CHECK DATE: 05/02/2023		04/12/2023	050223	346631	624.31	624.31	05/13/2023	INV	PD	Apr Disconnects
205513 CHECK DATE: 05/02/2023		04/20/2023	050223	346631	621.48	621.48	05/20/2023	INV	PD	Apr Final Bills
					2,395.72					
102031 TYCO FIRE & SECURITY (US) MANAGEMENT INC										
23469242 CHECK DATE: 05/02/2023		04/03/2023	050223	346632	6,608.24	6,608.24	05/03/2023	INV	PD	CCC FIRE ALARM SVC CON
89722704 CHECK DATE: 05/02/2023		04/12/2023	050223	346632	950.00	950.00	05/12/2023	INV	PD	Sprinkler Hydrostatic
					7,558.24					
108948 AUDRANN INC										
1414869 CHECK DATE: 05/02/2023		04/10/2023	050223	346633	291.91	291.91	05/25/2023	INV	PD	DAMPER ACTUATOR MOTOR
1417358 CHECK DATE: 05/02/2023		04/24/2023	050223	346633	16.97	16.97	06/08/2023	INV	PD	HVAC BELT

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					308.88					
100972 JT SERVICES OF MINNESOTA										
JT23-100-11 CHECK DATE: 05/02/2023	230045	04/10/2023	050223	346634	14,444.16	14,444.16	05/10/2023	INV	PD	FIXURES LED GRANVILLE
JT23-101-01 CHECK DATE: 05/02/2023	230049	04/10/2023	050223	346634	1,895.28	1,895.28	05/10/2023	INV	PD	SPLICE SECONDARY 2/0 H
JT23-108-05 CHECK DATE: 05/02/2023	230052	04/18/2023	050223	346634	4,077.28	4,077.28	05/18/2023	INV	PD	FIXTURE LED BLACK PROM
					20,416.72					
111280 REBECCA KICKERT										
1 CHECK DATE: 04/27/2023		04/17/2023	042723	346572	6,181.00	6,181.00	05/20/2023	INV	PD	MAY RELOCATION CLAIM
101018 KRISS PREMIUM PRODUCTS INC										
182794 CHECK DATE: 05/02/2023		04/06/2023	050223	346635	318.29	318.29	05/06/2023	INV	PD	Arena Condensing Tower
101043 LANO EQUIPMENT INC										
01-986958 CHECK DATE: 05/02/2023		04/18/2023	050223	346636	302.22	302.22	05/18/2023	INV	PD	#125 GLASS DOOR FOR BO
01-987271 CHECK DATE: 05/02/2023		04/19/2023	050223	346636	271.92	271.92	05/19/2023	INV	PD	#125 CAB FILTERS
					574.14					
101056 LEAGUE OF MINNESOTA CITIES										
8056 CHECK DATE: 05/02/2023		04/17/2023	050223	346637	50.00	50.00	05/17/2023	INV	PD	CLAIMANT SLIPPED AND F
101071 LENZEN CHEVROLET BUICK INC										
86746 CHECK DATE: 05/02/2023		04/05/2023	050223	346638	776.08	776.08	05/05/2023	INV	PD	#1222 RUNNING BOARD
86780 CHECK DATE: 05/02/2023		04/13/2023	050223	346638	307.31	307.31	05/13/2023	INV	PD	#302 STARTER
86781 CHECK DATE: 05/02/2023		04/13/2023	050223	346638	-45.00	-45.00	05/13/2023	CRM	PD	#302 STARTER CORE RETU

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					1,038.39					
110118 LOCKRIDGE GRINDAL NAUEN PLLP										
23311 CHECK DATE: 05/02/2023		04/01/2023	050223	346639	3,333.33	3,333.33	05/20/2023	INV	PD	APR LOBBYIST FOR CITY
103842 LOCAL GOVERNMENT INFORMATION SYSTEMS										
53709 CHECK DATE: 05/02/2023		04/28/2023	050223	346640	836.00	836.00	05/28/2023	INV	PD	APR SA SUPPORT
105139 LUBE TECH AND PARTNERS LLC										
3177217 CHECK DATE: 05/02/2023		04/10/2023	050223	346641	50.89	50.89	05/10/2023	INV	PD	GREASE FOR MAINTAINING
3182726 CHECK DATE: 05/02/2023		04/17/2023	050223	346641	97.07	97.07	05/17/2023	INV	PD	TRANSMISSION FLUID
					147.96					
111211 TIMOTHY AARON LUNDGREN										
1030 CHECK DATE: 05/02/2023		04/17/2023	050223	346642	10,000.00	10,000.00	05/17/2023	INV	PD	THE LOOP CONSTRUCTION
105710 MACQUEEN EMERGENCY GROUP										
P08925 CHECK DATE: 05/02/2023		04/18/2023	050223	346643	3,577.46	3,577.46	05/18/2023	INV	PD	#312 FIRE REAR LEAF SP
P14103 CHECK DATE: 05/02/2023		04/12/2023	050223	346643	4,956.24	4,956.24	05/12/2023	INV	PD	FF TURNOUT GEAR
					8,533.70					
101124 MACQUEEN EQUIPMENT										
P49265 CHECK DATE: 05/02/2023		04/20/2023	050223	346644	133.78	133.78	05/20/2023	INV	PD	#142 SWEEPER PARTS
111275 MAI, TINA										
38200 CHECK DATE: 05/02/2023		04/14/2023	050223	346645	78.72	78.72	05/14/2023	INV	PD	METER DEPOSIT REFUND-1
101168 MELCHERT HUBERT SJODIN PLLP										
166745		04/10/2023	050223	346646	1,933.25	1,933.25	05/24/2023	INV	PD	GENERAL FUND

Report generated: 04/27/2023 10:22
User: 8482mrob
Program ID: apinvlst

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE:	05/02/2023									
166746		04/10/2023	050223	346646	600.60	600.60	05/24/2023	INV	PD	COUNCIL MTGS AND WORK
CHECK DATE:	05/02/2023									
166747		04/10/2023	050223	346646	198.00	198.00	05/24/2023	INV	PD	HWY 41 DT REDEVELOPMEN
CHECK DATE:	05/02/2023									
166748		04/10/2023	050223	346646	1,108.80	1,108.80	05/24/2023	INV	PD	UNITED PROPERTIES-COST
CHECK DATE:	05/02/2023									
166749		04/10/2023	050223	346646	281.25	281.25	05/24/2023	INV	PD	CCC LEASES
CHECK DATE:	05/02/2023									
166750		04/10/2023	050223	346646	998.10	998.10	05/24/2023	INV	PD	CIRCLE THE BRICK TRAIL
CHECK DATE:	05/02/2023									
167010		04/21/2023	050223	346646	2,633.40	2,633.40	05/24/2023	INV	PD	PLANNING & ZONING
CHECK DATE:	05/02/2023									
167011		04/21/2023	050223	346646	1,159.95	1,159.95	05/24/2023	INV	PD	ELECTRIC DEPARTMENT
CHECK DATE:	05/02/2023									
167012		04/21/2023	050223	346646	5,871.00	5,871.00	05/24/2023	INV	PD	PUBLIC SAFETY BUILDING
CHECK DATE:	05/02/2023									
167013		04/21/2023	050223	346646	6,248.40	6,248.40	05/24/2023	INV	PD	MUELLER SYSTEMS ARBITR
CHECK DATE:	05/02/2023									
167015		04/21/2023	050223	346646	5,988.10	5,988.10	05/24/2023	INV	PD	401 HICKORY-WEST CREEK
CHECK DATE:	05/02/2023									
					27,020.85					
101182 METROPOLITAN COUNCIL										
0001155878		04/19/2023	050223	346647	475.00	475.00	05/19/2023	INV	PD	INDUSTRIAL DISCHARGE P
CHECK DATE:	05/02/2023									
101187 METRO SALES INC										
INV2262267		04/10/2023	050223	346648	910.85	910.85	05/10/2023	INV	PD	Office Printer
CHECK DATE:	05/02/2023									
INV2267188		04/17/2023	050223	346648	136.00	136.00	05/17/2023	INV	PD	Ricoh MP C3003 color
CHECK DATE:	05/02/2023									
INV2269257		04/19/2023	050223	346648	533.29	533.29	05/19/2023	INV	PD	QTRLY FD COPIER USAGE
CHECK DATE:	05/02/2023									
INV2271392		04/24/2023	050223	346648	122.00	122.00	05/24/2023	INV	PD	MAY FD COPIER
CHECK DATE:	05/02/2023									

Report generated: 04/27/2023 10:22
User: 8482mrob
Program ID: apinvlst

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					1,702.14					
102688 MINNESOTA STATE COLLEGES AND UNIVERSITIES										
51613 CHECK DATE: 05/02/2023		04/11/2023	050223	346649	472.50	472.50	05/11/2023	INV	PD	8 HR Drivers Safety 4/
101196 MID COUNTY COOP #122622										
57054 CHECK DATE: 04/20/2023		04/11/2023	042023	346558	809.19	809.19	04/21/2023	INV	PD	214 GLS DIESEL-TC
57055 CHECK DATE: 04/20/2023		04/11/2023	042023	346558	767.68	767.68	04/21/2023	INV	PD	219 GLS GAS-TC
					1,576.87					
101204 MIDWEST PLAYSCAPES INC										
10046 CHECK DATE: 05/02/2023		04/14/2023	050223	346650	1,185.00	1,185.00	05/14/2023	INV	PD	GRILL FOR LION'S PARK
10046A CHECK DATE: 05/02/2023		04/17/2023	050223	346650	702.00	702.00	05/17/2023	INV	PD	PLAYGROUND PARTS-SCHAL
					1,887.00					
101217 MINNESOTA CHILD SUPPORT PMT CTR										
PR0421230014462992 CHECK DATE: 04/25/2023		04/21/2023	042523	346567	54.93	54.93	04/21/2023	INV	PD	042123 Payroll - Child
PR042123001510208001 CHECK DATE: 04/25/2023		04/21/2023	042523	346566	184.58	184.58	04/21/2023	INV	PD	042123 Payroll - Child
					239.51					
101229 MINNESOTA DEPT OF EMPLOYMENT										
39 CHECK DATE: 05/02/2023	230003	05/01/2023	050223	346651	2,433.64	2,433.64	05/15/2023	INV	PD	FORMACOAT LLC LOAN REP
101275 MINNESOTA UI FUND										
Q1 2023 CHECK DATE: 05/02/2023		04/10/2023	050223	346652	1,421.68	1,421.68	05/31/2023	INV	PD	Q1 2023 Unemployment
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE										
778377500/MAR23 CHECK DATE: 04/20/2023		04/10/2023	042023-2	346559	63.43	63.43	05/02/2023	INV	PD	MAR 12500 CTY RD 11 SI

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
778377800/MAR23 CHECK DATE: 04/20/2023		04/10/2023	042023-2	346559	45.18	45.18	05/02/2023	INV	PD	MAR 4250 ENGLER BLVD S
778377900/MAR23 CHECK DATE: 04/20/2023		04/10/2023	042023-2	346559	45.04	45.04	05/02/2023	INV	PD	MAR 4100 ENGLER BLVD S
781385500/MAR23 CHECK DATE: 04/27/2023		04/10/2023	042723	346573	15.57	15.57	05/02/2023	INV	PD	MAR 4463 CTY RD 44
					169.22					
101134 MALLOY MONTAGUE KARNOWSKI RADOSEVICH & CO PA										
53848 CHECK DATE: 05/02/2023		04/15/2023	050223	346653	16,295.00	16,295.00	05/15/2023	INV	PD	2022 AUDIT THRU MAR
101192 STATE OF MINNESOTA										
1000049466 CHECK DATE: 05/02/2023		04/10/2023	050223	346654	28.46	28.46	05/10/2023	INV	PD	DIRECT CHG SERVICE ARE
103088 SID TOOL CO INC										
27062527 CHECK DATE: 05/02/2023		04/10/2023	050223	346655	17.42	17.42	05/10/2023	INV	PD	STOCK-BATTERY CABLE RE
101356 MTI DISTRIBUTING INC #31380										
1381723-00 CHECK DATE: 05/02/2023		04/20/2023	050223	346656	182.14	182.14	05/20/2023	INV	PD	#230 FAN BELT & CRANK
101354 MTI DISTRIBUTING INC #700767										
1379697-00 CHECK DATE: 05/02/2023		04/04/2023	050223	346657	437.33	437.33	05/04/2023	INV	PD	SIDEWINDER BLADES
101357 MUELLER SYSTEMS LLC										
65716838 CHECK DATE: 05/02/2023		04/12/2023	050223	346658	13,691.46	13,691.46	05/12/2023	INV	PD	MI NET RENEWAL-NETWORK
65716839 CHECK DATE: 05/02/2023		04/12/2023	050223	346658	55,556.59	55,556.59	05/12/2023	INV	PD	AMI RENEWAL
					69,248.05					
106657 MUNICIPAL ASSET MANAGEMENT INC										
01132022M17 CHECK DATE: 04/20/2023		04/13/2023	042023-2	346560	4,983.31	4,983.31	05/13/2023	INV	PD	CCC FITNESS EQUIP LEAS

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111155 NAI ARCHITECTS INC										
2301530 CHECK DATE: 05/02/2023		04/14/2023	050223	346659	16,875.00	16,875.00	05/14/2023	INV	PD	LOOP FACILITIES DESIGN
101253 BUSINESS PLANNING CONCEPTS INC										
383600052023 CHECK DATE: 05/02/2023		04/01/2023	050223	346660	176.00	176.00	05/10/2023	INV	PD	MAY PERA LIFE PREMIUMS
102654 NORTH AMERICAN SAFETY INC										
INV75868 CHECK DATE: 05/02/2023		04/10/2023	050223	346661	1,457.50	1,457.50	05/10/2023	INV	PD	TRAFFIC CONES & LOCATI
INV75916 CHECK DATE: 05/02/2023		04/11/2023	050223	346661	255.00	255.00	06/11/2023	INV	PD	SAFETY WORK GLOVES
INV76250 CHECK DATE: 05/02/2023		04/20/2023	050223	346661	384.50	384.50	05/20/2023	INV	PD	SEASONAL SAFETY CLOTHI
INV76270 CHECK DATE: 05/02/2023		04/21/2023	050223	346661	64.80	64.80	06/21/2023	INV	PD	SAFETY GLASSES FOR PAR
					2,161.80					
101413 NORTHERN DEWATERING INC										
41407 CHECK DATE: 05/02/2023		04/11/2023	050223	346662	108.07	108.07	05/11/2023	INV	PD	PUMP GASKETS OUTLET D
101425 NORTHERN SAFETY TECHNOLOGY INC										
55615 CHECK DATE: 05/02/2023		04/05/2023	050223	346663	464.00	464.00	05/05/2023	INV	PD	#311 EMERGENCY LIGHTIN
55641 CHECK DATE: 05/02/2023		04/12/2023	050223	346663	473.28	473.28	05/12/2023	INV	PD	#311 SCENE LIGHTS
					937.28					
110570 ODP BUSINESS SOLUTIONS LLC										
304818763001 CHECK DATE: 05/02/2023		04/06/2023	050223	346664	225.43	225.43	05/12/2023	INV	PD	Office paper and ink
101465 ON SITE SANITATION INC										
0001495875		02/27/2023	050223	346665	-64.50	-64.50	03/27/2023	CRM	PD	CLOVER RIDGE HOCKEY RI

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 05/02/2023										
0001513518		04/21/2023	050223	346665	226.00	226.00	05/21/2023	INV	PD	EARTH DAY EVENT
CHECK DATE: 05/02/2023										
0001520066		04/20/2023	050223	346665	118.29	118.29	05/20/2023	INV	PD	TOWN COURSE MAINTENANC
CHECK DATE: 05/02/2023										
0001520067		04/20/2023	050223	346665	125.14	125.14	05/20/2023	INV	PD	SUNSET PARK
CHECK DATE: 05/02/2023										
0001520068		04/20/2023	050223	346665	125.14	125.14	05/20/2023	INV	PD	CLOVER RIDGE SOCCER FI
CHECK DATE: 05/02/2023										
0001520069		04/20/2023	050223	346665	272.57	272.57	05/20/2023	INV	PD	LION'S PARK
CHECK DATE: 05/02/2023										
0001520070		04/20/2023	050223	346665	118.29	118.29	05/20/2023	INV	PD	TOWN COURSE
CHECK DATE: 05/02/2023										
					920.93					
104668 OPTUM BANK INC										
0001437829		04/17/2023	050223	346666	559.00	559.00	05/17/2023	INV	PD	1ST QTR HSA FEES
CHECK DATE: 05/02/2023										
108000 DAKOTA CURLING SUPPLIES										
207863		04/09/2023	050223	346667	1,061.50	1,061.50	05/12/2023	INV	PD	Blade Sharpening
CHECK DATE: 05/02/2023										
101543 PLUNKETTS PEST CONTROL INC										
7971591		04/04/2023	050223	346668	65.06	65.06	05/11/2023	INV	PD	FD PEST CONTROL
CHECK DATE: 05/02/2023										
101557 POWER SYSTEM ENGINEERING INC										
9046605		04/10/2023	050223	346669	2,670.00	2,670.00	05/10/2023	INV	PD	AMI CONSULTING FOR MAR
CHECK DATE: 05/02/2023										
9046881		04/17/2023	050223	346669	9,322.50	9,322.50	05/17/2023	INV	PD	GENERAL ENGINEERING FO
CHECK DATE: 05/02/2023										
					11,992.50					
101588 PUKKA INC										
BU02600-IN		04/21/2023	050223	346670	1,255.68	1,255.68	05/21/2023	INV	PD	RESALE
CHECK DATE: 05/02/2023										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
BU02601-IN CHECK DATE: 05/02/2023		04/20/2023	050223	346670	337.20	337.20	05/20/2023	INV	PD	RESALE
BU02602-IN CHECK DATE: 05/02/2023		04/20/2023	050223	346670	837.12	837.12	05/20/2023	INV	PD	RESALE
BU02603-IN CHECK DATE: 05/02/2023		04/24/2023	050223	346670	776.16	776.16	05/24/2023	INV	PD	RESALE
					3,206.16					
103055 QUALITY PROPANE INC										
3562167 CHECK DATE: 05/02/2023		04/17/2023	050223	346671	102.44	102.44	05/17/2023	INV	PD	Zamboni LP Gas
107855 STAPLES INC										
31622608 CHECK DATE: 05/02/2023		03/28/2023	050223	346672	53.48	53.48	04/27/2023	INV	PD	OFFICE SUPPIES- BATTER
101684 R & R SPECIALTIES OF WISCONSIN INC										
0078722-IN CHECK DATE: 05/02/2023		04/12/2023	050223	346673	233.35	233.35	05/12/2023	INV	PD	Edger Replacement Blad
101616 RDO EQUIPMENT COMPANY										
P3165901 CHECK DATE: 05/02/2023		04/21/2023	050223	346674	698.84	698.84	05/21/2023	INV	PD	#144 STARTER AND RING
109191 REACH SPORTS MARKETING GROUP INC										
86654 CHECK DATE: 05/02/2023		04/24/2023	050223	346675	1,575.00	1,575.00	05/24/2023	INV	PD	CCC Media Player Licen
111270 REDETZKE, DARREN										
37244 CHECK DATE: 05/02/2023		04/14/2023	050223	346676	57.41	57.41	05/14/2023	INV	PD	METER DEPOSIT REFUND-3
101631 REINDERS INC										
1930053-00 CHECK DATE: 05/02/2023		11/28/2022	050223	346677	-249.90	-249.90	12/28/2022	CRM	PD	CREDIT-CHEM REBATE
3184293-00 CHECK DATE: 05/02/2023		04/18/2023	050223	346677	12,329.64	12,329.64	05/18/2023	INV	PD	FERTILIZER, WETTING AG

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					12,079.74					
111281 JOSHUA C REKEDAL										
1		04/17/2023	042723	346574	3,658.00	3,658.00	05/20/2023	INV	PD	MAY RELOCATION CLAIM
CHECK DATE: 04/27/2023										
103251 ROBERT THOMAS HOMES INC										
5035 BOULDER LANE		04/25/2023	050223	346678	1,500.00	1,500.00	05/25/2023	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 05/02/2023										
101673 ROCHESTER MIDLAND CORP										
INV00377167		04/06/2023	050223	346679	48.48	48.48	05/06/2023	INV	PD	MSB
CHECK DATE: 05/02/2023										
109260 ROCKET CRANE SERVICE INC										
23-26660		04/18/2023	050223	346680	1,155.00	1,155.00	05/18/2023	INV	PD	CRANE FOR WO#12581 LIF
CHECK DATE: 05/02/2023										
101703 SALVATION ARMY										
FEB/23 HS		02/28/2023	050223	346681	100.33	100.33	05/15/2023	INV	PD	FEB HEAT SHARE CONTRIB
CHECK DATE: 05/02/2023										
MAR/23 HS		03/31/2023	050223	346681	145.46	145.46	05/15/2023	INV	PD	MAR HEAT SHARE CONTRIB
CHECK DATE: 05/02/2023										
					245.79					
101738 SCHILLING SUPPLY COMPANY										
910874-01		04/10/2023	050223	346682	560.24	560.24	05/10/2023	INV	PD	Cleaning Supplies-CCC
CHECK DATE: 05/02/2023										
101760 SENTRY SYSTEMS INC										
784701		05/01/2023	050223	346683	219.30	219.30	05/11/2023	INV	PD	QTRLY CLUBHOUSE MONITO
CHECK DATE: 05/02/2023										
104416 KELBRO COMPANY										
2881673		04/15/2023	050223	346684	384.75	384.75	05/15/2023	INV	PD	OAK 19 ICE MACHINE REN
CHECK DATE: 05/02/2023										
111276 SHENEHON & ASSOCIATES INC										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
112291 CHECK DATE: 05/02/2023		04/12/2023	050223	346685	4,000.00	4,000.00	05/12/2023	INV	PD	Retainer for Coopers A
101775 THE SHERWIN-WILLIAMS COMPANY-CHANHASSEN										
9194-0 CHECK DATE: 05/02/2023		04/20/2023	050223	346686	48.96	48.96	05/20/2023	INV	PD	PICNIC TABLE REPAIR
104827 ROHN INDUSTRIES										
597689 CHECK DATE: 05/02/2023		04/10/2023	050223	346687	24.54	24.54	05/14/2023	INV	PD	SECURITY CONSOLE SHRED
598081 CHECK DATE: 05/02/2023		04/17/2023	050223	346687	24.54	24.54	05/25/2023	INV	PD	Security Consoles at C
					49.08					
110939 DEVTHIRTY3 LLC										
1534 CHECK DATE: 05/02/2023		04/14/2023	050223	346688	8,707.25	8,707.25	05/14/2023	INV	PD	Bldg Insp Doc Scanning
111267 SINNER, MAX										
37149 CHECK DATE: 05/02/2023		04/14/2023	050223	346689	57.56	57.56	05/14/2023	INV	PD	METER DEPOSIT REFUND-3
107195 SOCIAL INDOOR LLC										
6415 CHECK DATE: 05/02/2023		04/12/2023	050223	346690	1,000.00	1,000.00	05/12/2023	INV	PD	APR TC ADVERTISING
101857 ST ANDREWS PRODUCT COMPANY										
29341-02 CHECK DATE: 05/02/2023		04/19/2023	050223	346691	286.82	286.82	05/19/2023	INV	PD	TC PENCILS
29341-39738 CHECK DATE: 05/02/2023		04/14/2023	050223	346691	483.83	483.83	05/14/2023	INV	PD	RESALE
					770.65					
101850 STANTEC CONSULTING SERVICES INC										
2066121 CHECK DATE: 05/02/2023		04/10/2023	050223	346692	15,759.75	15,759.75	05/10/2023	INV	PD	HILL TOWER REVISIONS
2066122		04/10/2023	050223	346692	14,157.50	14,157.50	05/10/2023	INV	PD	WELLS 11 & 12

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 05/02/2023										
2066123		04/10/2023	050223	346692	1,157.00	1,157.00	05/10/2023	INV	PD	WELL NO 4 REHABILITATI
CHECK DATE: 05/02/2023										
2066124		04/10/2023	050223	346692	919.25	919.25	05/10/2023	INV	PD	MCKNIGHT WETLAND BANK
CHECK DATE: 05/02/2023										
2066125		04/10/2023	050223	346692	7,650.00	7,650.00	05/10/2023	INV	PD	2022 DT RECONSTRUCTION
CHECK DATE: 05/02/2023										
2066131		04/10/2023	050223	346692	120,579.25	120,579.25	05/10/2023	INV	PD	WELL 7 WTP
CHECK DATE: 05/02/2023										
2066132		04/10/2023	050223	346692	8,074.50	8,074.50	05/10/2023	INV	PD	GENERAL ENGINEERING
CHECK DATE: 05/02/2023										
2066133		04/10/2023	050223	346692	2,148.00	2,148.00	05/10/2023	INV	PD	CREEK RD INDUSTRIAL ST
CHECK DATE: 05/02/2023										
2066134		04/10/2023	050223	346692	1,082.50	1,082.50	05/10/2023	INV	PD	DRAINAGE IMPROVEMENTS
CHECK DATE: 05/02/2023										
2066135		04/10/2023	050223	346692	454.50	454.50	05/10/2023	INV	PD	STORMWATER REVIEW-CHAS
CHECK DATE: 05/02/2023										
2066136		04/10/2023	050223	346692	1,565.50	1,565.50	05/10/2023	INV	PD	STORMWATER REVIEW-WEST
CHECK DATE: 05/02/2023										
2066137		04/10/2023	050223	346692	5,540.00	5,540.00	05/10/2023	INV	PD	STORMWATER REVIEW-RIVE
CHECK DATE: 05/02/2023										
2066138		04/10/2023	050223	346692	3,535.00	3,535.00	05/10/2023	INV	PD	STORMWATER REVIEW-CHAS
CHECK DATE: 05/02/2023										
2066139		04/10/2023	050223	346692	2,222.00	2,222.00	05/10/2023	INV	PD	STORMWATER REVIEW-KUSS
CHECK DATE: 05/02/2023										
2066394		04/10/2023	050223	346692	10,663.75	10,663.75	05/10/2023	INV	PD	CHASKA RECORD PLAN/BAS
CHECK DATE: 05/02/2023										
2066396		04/10/2023	050223	346692	2,785.00	2,785.00	05/10/2023	INV	PD	PAR 30 GOLF COURSE
CHECK DATE: 05/02/2023										
2066398		04/10/2023	050223	346692	11,860.75	11,860.75	05/10/2023	INV	PD	CLOVER RIDGE DR/FREY P
CHECK DATE: 05/02/2023										
2066467		04/10/2023	050223	346692	16,772.75	16,772.75	05/10/2023	INV	PD	SE COLLECTOR
CHECK DATE: 05/02/2023										
2066477		04/10/2023	050223	346692	2,218.50	2,218.50	05/10/2023	INV	PD	SW COMMUNITY PARK
CHECK DATE: 05/02/2023										
2066479		04/10/2023	050223	346692	63,774.79	63,774.79	05/10/2023	INV	PD	CREEK RD TRUNK SEWER P
CHECK DATE: 05/02/2023										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					292,920.29					
110200 STERICYCLE INC										
8003728560 CHECK DATE: 05/02/2023		04/18/2023	050223	346693	119.02	119.02	05/18/2023	INV	PD	Document Shredding
101888 STREICHERS										
I1625020 CHECK DATE: 05/02/2023		03/30/2023	050223	346694	118.99	118.99	04/30/2023	INV	PD	Golf Experience-Chief
101892 STUART C IRBY CO										
S013420245.001 CHECK DATE: 05/02/2023	230050	04/06/2023	050223	346695	1,751.38	1,751.38	05/06/2023	INV	PD	INSTR CT 1500:5 COMBIN
S013420245.002 CHECK DATE: 05/02/2023	230051	04/06/2023	050223	346695	3,328.02	3,328.02	05/06/2023	INV	PD	INSTR CT 500:5 COMBINA
					5,079.40					
106847 SWANNIES GOLF APPAREL CO										
29999 CHECK DATE: 05/02/2023		04/12/2023	050223	346696	146.00	146.00	05/12/2023	INV	PD	RESALE
101932 TAYLOR MADE GOLF CO INC										
36607556 CHECK DATE: 05/02/2023		04/11/2023	050223	346697	116.46	116.46	05/11/2023	INV	PD	RESALE
36607638 CHECK DATE: 05/02/2023		04/11/2023	050223	346697	116.46	116.46	05/11/2023	INV	PD	RESALE
36617019 CHECK DATE: 05/02/2023		04/13/2023	050223	346697	232.91	232.91	05/13/2023	INV	PD	RESALE
36631163 CHECK DATE: 05/02/2023		04/20/2023	050223	346697	290.95	290.95	06/19/2023	INV	PD	RESALE
					756.78					
106325 TWIN CITIES CURLING ASSOCIATION										
112408 CHECK DATE: 05/02/2023		04/23/2023	050223	346698	150.00	150.00	05/23/2023	INV	PD	TCCA Invitational Dona
109943 TEREX USA LLC										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
7311808		04/21/2023	050223	346699	1,872.59	1,872.59	05/21/2023	INV	PD	#711 HOSE REPAIR ON BO
CHECK DATE: 05/02/2023										
109940 THE HUNTINGTON NATIONAL BANK										
8264744		04/11/2023	042023-2	346561	284.93	284.93	05/03/2023	INV	PD	FD EQUIP LEASE PMT 47
CHECK DATE: 04/20/2023										
110945 THOMPSON, CHERYL										
33169-REISSUE		04/26/2023	050223	346700	91.48	91.48	05/26/2023	INV	PD	REPLACE LOST AP CHECK
CHECK DATE: 05/02/2023										
101968 SHAFIIS INC										
178660		04/18/2023	050223	346701	1,231.00	1,231.00	05/18/2023	INV	PD	LOOP SCORECARDS
CHECK DATE: 05/02/2023										
104908 TIMESAVER OFF SITE SECRETARIAL INC										
M28137		04/14/2023	050223	346702	196.75	196.75	05/14/2023	INV	PD	COUNCIL MTG 4/3
CHECK DATE: 05/02/2023										
101966 TK ELEVATOR CORPORATION										
3007160636		04/01/2023	050223	346703	310.00	310.00	05/01/2023	INV	PD	Apr CCC Elevator Servi
CHECK DATE: 05/02/2023										
110053 TX CHILD SUPPORT SDU										
PR0421230012725283		04/21/2023	042523	346568	115.38	115.38	04/21/2023	INV	PD	042123 Payroll - Child
CHECK DATE: 04/25/2023										
101555 UNITED STATES POSTAL SERVICE										
112383		04/20/2023	050223	346704	290.00	290.00	06/04/2023	INV	PD	BRM PERMIT #23500
CHECK DATE: 05/02/2023										
107745 US BANK NATIONAL ASSOCIATION										
499709913		04/21/2023	042723	346575	439.53	439.53	05/15/2023	INV	PD	CCC COLOR COPIER LEASE
CHECK DATE: 04/27/2023										
104522 US FOODS INC										
5934380		04/19/2023	050223	346705	185.96	185.96	05/19/2023	INV	PD	MAR DISH MACHINE RENTA

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 05/02/2023										
107687 UNIVERSAL PROTECTION SERVICE LP										
14006591		03/09/2023	050223	346706	152.82	152.82	04/30/2023	INV	PD	Event Ctr Security 3/3
CHECK DATE: 05/02/2023										
102104 VESSCO INC										
090796		04/24/2023	050223	346707	1,810.32	1,810.32	05/24/2023	INV	PD	SENSOR
CHECK DATE: 05/02/2023										
111278 WAGGLE GOLF										
13217		03/15/2023	050223	346708	3,006.60	3,006.60	05/18/2023	INV	PD	RESALE
CHECK DATE: 05/02/2023										
102146 WATER SPECIALTY OF MINNESOTA INC										
12923		04/06/2023	050223	346709	2,026.80	2,026.80	05/06/2023	INV	PD	Pool Chemicals
CHECK DATE: 05/02/2023										
102189 WM MUELLER & SONS										
285339		04/10/2023	050223	346710	245.60	245.60	05/25/2023	INV	PD	POTHOLE PATCHING AND S
CHECK DATE: 05/02/2023										
285391		04/11/2023	050223	346710	179.20	179.20	05/25/2023	INV	PD	POTHOLE PATCHING
CHECK DATE: 05/02/2023										
285441		04/12/2023	050223	346710	339.20	339.20	05/25/2023	INV	PD	POTHOLE PATCHING
CHECK DATE: 05/02/2023										
285545		04/14/2023	050223	346710	136.00	136.00	05/25/2023	INV	PD	POTHOLE PATCHING
CHECK DATE: 05/02/2023										
285586		04/17/2023	050223	346710	171.20	171.20	05/25/2023	INV	PD	POTHOLE PATCHING
CHECK DATE: 05/02/2023										
285679		04/19/2023	050223	346710	93.96	93.96	05/25/2023	INV	PD	W/S STOCKPILE
CHECK DATE: 05/02/2023										
285735		04/24/2023	050223	346710	225.06	225.06	05/25/2023	INV	PD	POTHOLE PATCHING
CHECK DATE: 05/02/2023										
					1,390.22					
111156 YELLOWBRICK COMEDY										
112356		04/24/2023	050223	346711	300.00	300.00	05/24/2023	INV	PD	comedy entertainment C

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 05/02/2023										
102231 ZIEGLER INC										
IN000956028		04/14/2023	050223	346712	386.03	386.03	05/14/2023	INV	PD	BATTERY FOR GENERATOR
CHECK DATE: 05/02/2023										
					386.03					
		308 INVOICES			974,649.77					

** END OF REPORT - Generated by Michelle Robbin **

Report generated: 04/27/2023 10:22
User: 8482mrob
Program ID: apinvlst

City of Chaska

VENDOR INVOICE LIST

Electronic Payments

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
105243 ALERUS FINANCIAL										
C139028		04/07/2023	042023-4	3688	114.80	114.80	04/20/2023	DIR	PD	MAR PARTICIPANT FEES
CHECK DATE: 04/20/2023										
100385 CHASKA FIRE DEPT RELIEF ASSN										
2023/03-CFDRA		04/21/2023	042123	3681	17,356.00	17,356.00	04/21/2023	DIR	PD	MAR-23 FIRE RELIEF ASS
CHECK DATE: 04/21/2023										
107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY										
112272		04/21/2023	042423	3690	6,999.51	6,999.51	04/24/2023	DIR	PD	042123 Payroll - HCSP
CHECK DATE: 04/24/2023										
107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY										
112273		04/21/2023	042423	3691	850.00	850.00	04/24/2023	DIR	PD	042123 Payroll - MNDCP
CHECK DATE: 04/24/2023										
110382 ENTERPRISE FM TRUST										
FBN4717098		04/05/2023	WIRE_001	3679	9,336.01	9,336.01	04/20/2023	DIR	PD	APR FLEET LEASES
CHECK DATE: 04/20/2023										
101756 MII LIFE INCORPORATED										
16461025		04/06/2023	042123-1	3682	157.50	157.50	04/21/2023	DIR	PD	APR FSA PARTICIPANT FE
CHECK DATE: 04/21/2023										
40585207		04/18/2023	041923	3677	1,060.94	1,060.94	04/19/2023	DIR	PD	4/19/23 FSA REIMB-HEAL
CHECK DATE: 04/19/2023										
40593660		04/25/2023	042623	3692	725.90	725.90	04/26/2023	DIR	PD	4/26/23 FSA REIMB-HEAL
CHECK DATE: 04/26/2023										
					1,944.34					
100927 INTERNAL REVENUE SERVICE										
112266		04/21/2023	042123-2	3683	147,009.96	147,009.96	04/21/2023	DIR	PD	042123 Payroll - SS, M
CHECK DATE: 04/21/2023										
101346 MINNESOTA COMMISSIONER OF REVENUE										
2023/0331-CC		03/31/2023	WIRE_002	3676	9,417.51	9,417.51	04/18/2023	DIR	PD	MAR-23 CARVER CTY TRAN
CHECK DATE: 04/18/2023										

Report generated: 04/27/2023 10:22
User: 8482mrob
Program ID: apinvlst

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2023/0331-SLS/UB CHECK DATE: 04/18/2023		03/31/2023	WIRE_002	3674	130,320.63	130,320.63	04/18/2023	DIR	PD	MAR-23 GEN/UB SALES TA
2023/0331-USE CHECK DATE: 04/18/2023		03/31/2023	WIRE_002	3675	1,754.22	1,754.22	04/18/2023	DIR	PD	MAR-23 USE TAX
					141,492.36					
101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES										
112267 CHECK DATE: 04/24/2023		04/21/2023	042423	3689	29,075.23	29,075.23	04/24/2023	DIR	PD	042123 Payroll - MN St
101249 MINNESOTA MUNICIPAL POWER AGENCY										
3845 CHECK DATE: 04/20/2023		04/04/2023	042023-1	3678	2,775,365.48	2,775,365.48	04/20/2023	DIR	PD	MAR ELECTRIC SVC W/ EV
101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM)										
112268 CHECK DATE: 04/21/2023		04/21/2023	042123-2	3684	18,740.65	18,740.65	04/21/2023	DIR	PD	042123 Payroll - 457 C
106955 NATIONWIDE RETIREMENT SOLUTIONS(USCM)										
112271 CHECK DATE: 04/21/2023		04/21/2023	042123-2	3686	5,844.92	5,844.92	04/21/2023	DIR	PD	042123 Payroll - Roth
104668 OPTUM BANK INC										
112270 CHECK DATE: 04/21/2023		04/21/2023	042123-2	3687	19,342.76	19,342.76	04/21/2023	DIR	PD	042123 Payroll - HSA C
101498 PCARD										
2023/0412-PC CHECK DATE: 04/18/2023		04/12/2023	WIRE_001	3673	118,067.12	118,067.12	04/18/2023	DIR	PD	APR 2023 PCARD PURCHAS
109689 PLANSOURCE BENEFITS ADMINISTRATION INC										
APR2023 CHECK DATE: 04/14/2023		03/25/2023	041423	3672	4,885.20	4,885.20	04/14/2023	DIR	PD	APR INS PREM-LTD/CI/AC
101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION										
112269 CHECK DATE: 04/21/2023		04/21/2023	042123-2	3685	109,923.95	109,923.95	04/21/2023	DIR	PD	042123 Payroll - PERA

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
110942 RCS RCA OAK RIDGE LLC										
3		04/20/2023	042023-3	3680	822,114.48	822,114.48	04/20/2023	DIR	PD	Draw#3-Costco construc
CHECK DATE: 04/20/2023										
					822,114.48					
		21 INVOICES			4,228,462.77					

** END OF REPORT - Generated by Michelle Robbin **

HAWK PRIDE RECAP

In May we will be celebrating Asian Pacific Heritage Month, Teacher Appreciation Week, School Lunch Hero Day and School Nurse Appreciation Day

Activities

- Speech Team qualifies 4 for State Tournament
- DECA Qualifies 7 for Internationals
- Junior earns title of National Speech and Debate Association Academic All-American. To qualify, a student must be an outstanding leader, earn the degree of Superior Distinction, and have a grade-point average of 3.7. Less than two percent of students across the nation get AAA honors!
- Knowledge Bowl places 2nd in National Tournament against teams from Minnesota, Colorado and Washington
- NHS Students made 400 sandwiches for the homeless

Arts

- 5 CHS students selected as 2023 Minnesota Music Educators All-State Musicians
- 2 Art Students Advance to MSHSL Visual Arts Contest

Athletics

- Chaska Golf team captains were named to the Junior PGA Minnesota Team