

Mayor George Deiss
Council Member Jessie Gibbs
Council Member Mark Lunde
Council Member Wade Miller
Council Member Dan Sartell



City Council Regular Meeting Agenda
January 9, 2024
5:00 pm

1. Call to Order

- A. Pledge of Allegiance

2. Roll Call

3. Consent Calendar

Notice to Public – All matters listed in the consent calendar are considered routine by the Council and will be enacted by one motion. There will be no separate discussion of these items unless good cause is shown prior to the time the Council votes on the motion to adopt the consent calendar.

- A. Claims Register Summary
- B. Monthly Financial Reports
- C. City Council Meeting Minutes:
 - a. December 12, 2023, Regular Meeting
 - b. December 27, 2023, Special Meeting
 - c. January 2, 2024, Special Meeting
- D. Resolution 2024-02: Designating the Wadena Pioneer Journal as the Official Newspaper
- E. Resolution 2024-03: Setting the Date and Time for 2024 Regular City Council Meetings
- F. Resolution 2024-04: Mayor Appointing Council Member Wade Miller as Acting Mayor
- G. Resolution 2024-05: Designating 2024 Official Depositories for City Funds
- H. Resolution 2024-06: Designating Skoog Law as 2024 Civil Legal Counsel
- I. Resolution 2024-08: Designating Jeffrey D. Peterson and Jaclyn J. Ziemke as 2024 Criminal Legal Counsel
- J. Resolution 2024-09: Designating City Representative with Missouri River Energy Service
- K. Resolution 2024-10: Designating City Representative with Western MN Power Agency

4. Public Hearing

- A. Highway 10 Underground Utilities Improvement Project Assessments

5. New Business

- A. Resolution 2024-01: Designating Board/Committee Appointments and Assignments
- B. Resolution 2024-07: Authorizing to Order the Highway 10 Project Underground Utilities Improvements and Directing Preparation of Final Plans and Specifications
- C. Resolution 2024-11: Authorizing the Issuance and Sale by the City of Revenue Bonds on Behalf of Astera Health; Authorizing Execution of a Bond Indenture, A Loan Agreement and a Bond Purchase Agreement, All Relating to Such Bonds; and Authorizing Other Action to be Taken with Respect to the Issuance, Sale and Delivery of Such Bonds
- D. Action 24-03: Astera Cancer Center Loan Agrmt, Bond Indenture, Bond Purchase Agrmt

- E. Action 24-04: Bolton & Menk, Professional Services Proposal, Hwy 10 Underground Utilities Improvements Final Plans and Specifications
- F. Action 24-05: Minnesota Peace Officer Education and Training Program
- G. Action 24-06: Fire Dept, Resignations, Appointments, Hire, Reserve Firefighter
- H. Council Member Mark Lunde, Airport Commission Update

6. Meeting Open to the Public

7. Department Reports

- A. Public Works Department
- B. Utilities Department
- C. Wadena Development Authority and Planning and Zoning
- D. Police Department
 - 1. December Activity Report
- E. Fire Department
 - 1. December 2023 Minutes
 - 2. December Activity Report
- F. Wadena Liquor Store
- G. Maslowski Wellness and Research Center
- H. Whitetail Run Golf Course
- I. City Administrator
- J. Council Members Reports
- K. Mayor's Report

8. Adjournment



Something is happening here....

Consent Calendar

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A W RESEARCH LAB INC	12/31/23	A W RESEARCH LAB INC	WATER FUND	WTR PURIFICATION EXPEN	135.00
	12/31/23	A W RESEARCH LAB INC	WATER FUND	WTR PURIFICATION EXPEN	<u>75.00</u>
				TOTAL:	210.00
A.F.L.A.C.	12/21/23	AFLAC-AT	GENERAL FUND	NON-DEPARTMENTAL	65.01
	12/21/23	AFLAC-PT	GENERAL FUND	NON-DEPARTMENTAL	63.03
	12/21/23	AFLAC-AT	SEWER FUND	NON-DEPARTMENTAL	4.96
	12/21/23	AFLAC-PT	SEWER FUND	NON-DEPARTMENTAL	131.66
	12/21/23	AFLAC-AT	GOLF FUND	NON-DEPARTMENTAL	3.50
	12/21/23	AFLAC-AT	ELECTRIC FUND	NON-DEPARTMENTAL	74.63
	12/21/23	AFLAC-AT	WATER FUND	NON-DEPARTMENTAL	72.57
	12/21/23	AFLAC-AT	LIQUOR FUND	NON-DEPARTMENTAL	3.50
	12/21/23	AFLAC-AT	WELLNESS CENTER	NON-DEPARTMENTAL	<u>3.50</u>
				TOTAL:	422.36
AARON SCHILLER	12/31/23	AARON SCHILLER	GENERAL FUND	POLICE DEPARTMENT	<u>104.99</u>
				TOTAL:	104.99
ABSOLUTE ICE	12/18/23	ABSOLUTE ICE	LIQUOR FUND	MERCHANDISE PURCHASES	98.25
	12/31/23	ABSOLUTE ICE	LIQUOR FUND	MERCHANDISE PURCHASES	<u>76.80</u>
				TOTAL:	175.05
AFSCME COUNCIL 65	12/07/23	UNION DUES	GENERAL FUND	NON-DEPARTMENTAL	<u>503.20</u>
				TOTAL:	503.20
ALDRICH TRACTOR INC	12/08/23	ALDRICH TRACTOR INC	GENERAL FUND	STREET EQUIPMENT MNT	301.12
	12/08/23	ALDRICH TRACTOR INC	GENERAL FUND	STREET EQUIPMENT MNT	2,433.90
	12/08/23	ALDRICH TRACTOR INC	SEWER FUND	SANITARY SEWER MAINTEN	<u>151.07</u>
				TOTAL:	2,886.09
ARVIG	12/18/23	ARVIG	GENERAL FUND	LEGISLATIVE	214.33
	12/31/23	ARVIG	GENERAL FUND	LEGISLATIVE	61.65
	12/18/23	ARVIG	GENERAL FUND	PLANNING & ZONING	27.15
	12/18/23	ARVIG	GENERAL FUND	PLANNING & ZONING	13.56
	12/31/23	ARVIG	GENERAL FUND	PLANNING & ZONING	27.47
	12/18/23	ARVIG	GENERAL FUND	POLICE DEPARTMENT	100.17
	12/31/23	ARVIG	GENERAL FUND	POLICE DEPARTMENT	101.85
	12/18/23	ARVIG	GENERAL FUND	FIRE DEPARTMENT	29.48
	12/18/23	ARVIG	GENERAL FUND	FIRE DEPARTMENT	41.80
	12/31/23	ARVIG	GENERAL FUND	FIRE DEPARTMENT	6.40
	12/31/23	ARVIG	GENERAL FUND	FIRE DEPARTMENT	43.00
	12/18/23	ARVIG	GENERAL FUND	GENERAL ROADWAY MAINT	72.95
	12/31/23	ARVIG	GENERAL FUND	GENERAL ROADWAY MAINT	82.93
	12/18/23	ARVIG	GENERAL FUND	STREET SHOP MAINTENANC	51.90
	12/18/23	ARVIG	GENERAL FUND	STREET SHOP MAINTENANC	92.13
	12/31/23	ARVIG	GENERAL FUND	STREET SHOP MAINTENANC	50.53
	12/18/23	ARVIG	GENERAL FUND	CAMPGROUND	160.97
	12/18/23	ARVIG	GENERAL FUND	CAMPGROUND	94.25
	12/31/23	ARVIG	GENERAL FUND	CAMPGROUND	90.00
	12/18/23	ARVIG	GENERAL FUND	LIBRARY	35.15
	12/31/23	ARVIG	GENERAL FUND	LIBRARY	35.15
	12/18/23	ARVIG	GENERAL FUND	AIRPORT	111.51
	12/31/23	ARVIG	GENERAL FUND	AIRPORT	74.36
	12/18/23	ARVIG	GENERAL FUND	DEVELOPMENT AUTHORITY	21.09
	12/18/23	ARVIG	GENERAL FUND	DEVELOPMENT AUTHORITY	6.78
	12/31/23	ARVIG	GENERAL FUND	DEVELOPMENT AUTHORITY	21.09

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/18/23	ARVIG	SEWER FUND	WASTEWATER TREATMENT P	72.95
	12/18/23	ARVIG	SEWER FUND	WASTEWATER TREATMENT P	91.26
	12/18/23	ARVIG	SEWER FUND	WASTEWATER TREATMENT P	4.12
	12/31/23	ARVIG	SEWER FUND	WASTEWATER TREATMENT P	37.18
	12/31/23	ARVIG	SEWER FUND	WASTEWATER TREATMENT P	54.23
	12/18/23	ARVIG	GOLF FUND	ADMIN & GENERAL	40.22
	12/18/23	ARVIG	GOLF FUND	ADMIN & GENERAL	42.22
	12/18/23	ARVIG	GOLF FUND	ADMIN & GENERAL	42.22
	12/31/23	ARVIG	GOLF FUND	ADMIN & GENERAL	40.22
	12/18/23	ARVIG	ELECTRIC FUND	CUSTOMER RECORDS	63.92
	12/18/23	ARVIG	ELECTRIC FUND	CUSTOMER RECORDS	20.31
	12/18/23	ARVIG	ELECTRIC FUND	CUSTOMER RECORDS	291.95
	12/31/23	ARVIG	ELECTRIC FUND	CUSTOMER RECORDS	106.85
	12/31/23	ARVIG	ELECTRIC FUND	CUSTOMER RECORDS	296.80
	12/18/23	ARVIG	ELECTRIC FUND	ADMIN & GENERAL	141.71
	12/18/23	ARVIG	ELECTRIC FUND	ADMIN & GENERAL	148.58
	12/18/23	ARVIG	ELECTRIC FUND	ADMIN & GENERAL	63.91
	12/18/23	ARVIG	ELECTRIC FUND	ADMIN & GENERAL	24.85
	12/31/23	ARVIG	ELECTRIC FUND	ADMIN & GENERAL	296.79
	12/18/23	ARVIG	WATER FUND	ADMIN & GENERAL	148.43
	12/18/23	ARVIG	WATER FUND	ADMIN & GENERAL	155.21
	12/18/23	ARVIG	WATER FUND	ADMIN & GENERAL	8.85
	12/31/23	ARVIG	WATER FUND	ADMIN & GENERAL	8.85
	12/18/23	ARVIG	LIQUOR FUND	BUILDING MAINTENANCE	0.32
	12/18/23	ARVIG	LIQUOR FUND	BUILDING MAINTENANCE	6.57
	12/18/23	ARVIG	LIQUOR FUND	BUILDING MAINTENANCE	5.65
	12/31/23	ARVIG	LIQUOR FUND	BUILDING MAINTENANCE	6.57
	12/18/23	ARVIG	WELLNESS CENTER	ADMIN & GENERAL	420.29
	12/18/23	ARVIG	WELLNESS CENTER	ADMIN & GENERAL	506.17
	12/18/23	ARVIG	WELLNESS CENTER	ADMIN & GENERAL	94.48
	12/31/23	ARVIG	WELLNESS CENTER	ADMIN & GENERAL	497.77
	12/31/23	ARVIG	WELLNESS CENTER	ADMIN & GENERAL	<u>86.88</u>
			TOTAL:		5,493.98
AWE ACQUISITIONS INC	12/18/23	AWE ACQUISITIONS INC	GENERAL FUND	LIBRARY	<u>3,966.00</u>
			TOTAL:		3,966.00
BALANCED BY MELISSA	12/08/23	BALANCED BY MELISSA	WELLNESS CENTER	ADMIN & GENERAL	220.00
	12/31/23	BALANCED BY MELISSA	WELLNESS CENTER	ADMIN & GENERAL	<u>120.00</u>
			TOTAL:		340.00
BARATTO BROTHERS CONST. INC.	12/31/23	BARATTO BROTHERS CONST. IN	LIQUOR FUND	INVALID DEPARTMENT	<u>46,577.00</u>
			TOTAL:		46,577.00
BEARINGS & MORE	12/08/23	BEARINGS & MORE	GENERAL FUND	STREET EQUIPMENT MNT	69.56
	12/08/23	BEARINGS & MORE	GENERAL FUND	STREET EQUIPMENT MNT	37.01
	12/08/23	BEARINGS & MORE	GENERAL FUND	STREET EQUIPMENT MNT	100.33
	12/31/23	BEARINGS & MORE	GENERAL FUND	STREET EQUIPMENT MNT	54.28
	12/08/23	BEARINGS & MORE	GENERAL FUND	STREET CLEANING	84.99
	12/31/23	BEARINGS & MORE	GENERAL FUND	STREET CLEANING	5.25
	12/08/23	BEARINGS & MORE	GENERAL FUND	AIRPORT	69.70
	12/08/23	BEARINGS & MORE	GENERAL FUND	AIRPORT	7.45
	12/08/23	BEARINGS & MORE	GENERAL FUND	AIRPORT	20.51
	12/31/23	BEARINGS & MORE	SEWER FUND	SANITARY SEWER MAINTEN	6.96
	12/31/23	BEARINGS & MORE	SEWER FUND	WASTEWATER TREATMENT P	15.00
	12/08/23	BEARINGS & MORE	WATER FUND	WTR PURIFICATION EXPEN	7.63

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/08/23	BEARINGS & MORE	WATER FUND	WTR PURIFICATION EXPEN	12.25
	12/08/23	BEARINGS & MORE	WATER FUND	WTR PURIFICATION EXPEN	13.50
	12/08/23	BEARINGS & MORE	WATER FUND	WTR PURIFICATION EXPEN	13.50
	12/08/23	BEARINGS & MORE	WATER FUND	WTR PURIFICATION EXPEN	12.00
	12/31/23	BEARINGS & MORE	WATER FUND	WTR PURIFICATION EXPEN	<u>26.00</u>
				TOTAL:	555.92
BECKMAN MOTSCHENBACHER	12/31/23	BECKMAN MOTSCHENBACHER	WELLNESS CENTER	ADMIN & GENERAL	<u>40.92</u>
				TOTAL:	40.92
BERGSETH BROS.CO.INC.-CORP.	12/18/23	BERGSETH BROS.CO.INC.-CORP	LIQUOR FUND	MERCHANDISE PURCHASES	<u>377.70</u>
				TOTAL:	377.70
BERNICK'S	12/18/23	BERNICK'S	LIQUOR FUND	MERCHANDISE PURCHASES	1,076.85
	12/18/23	BERNICK'S	LIQUOR FUND	MERCHANDISE PURCHASES	199.90
	12/31/23	BERNICK'S	LIQUOR FUND	MERCHANDISE PURCHASES	542.95
	12/31/23	BERNICK'S	LIQUOR FUND	MERCHANDISE PURCHASES	<u>133.30</u>
				TOTAL:	1,953.00
BEVERAGE WHOLESALERS INC	12/18/23	BEVERAGE WHOLESALERS INC	LIQUOR FUND	MERCHANDISE PURCHASES	2,710.65
	12/18/23	BEVERAGE WHOLESALERS INC	LIQUOR FUND	MERCHANDISE PURCHASES	3,546.75
	12/31/23	BEVERAGE WHOLESALERS INC	LIQUOR FUND	MERCHANDISE PURCHASES	1,889.55
	12/31/23	BEVERAGE WHOLESALERS INC	LIQUOR FUND	MERCHANDISE PURCHASES	<u>3,788.85</u>
				TOTAL:	11,935.80
BLUE FIRE TRAINING LLC	12/31/23	BLUE FIRE TRAINING LLC	GENERAL FUND	FIRE DEPARTMENT	1,468.37
	12/31/23	BLUE FIRE TRAINING LLC	GENERAL FUND	FIRE DEPARTMENT	1,954.32
	12/31/23	BLUE FIRE TRAINING LLC	GENERAL FUND	FIRE DEPARTMENT	560.00
	12/31/23	BLUE FIRE TRAINING LLC	GENERAL FUND	FIRE DEPARTMENT	<u>760.00</u>
				TOTAL:	4,742.69
BLUFFTON HARDWARE	12/18/23	BLUFFTON HARDWARE	SEWER FUND	SANITARY SEWER MAINTEN	<u>2,200.00</u>
				TOTAL:	2,200.00
BOLTON & MENK INC	12/08/23	BOLTON & MENK INC	CAPITAL PROJECTS F	PROJECTS	3,275.50
	12/08/23	BOLTON & MENK INC	CAPITAL PROJECTS F	PROJECTS	12,974.50
	12/31/23	BOLTON & MENK INC	CAPITAL PROJECTS F	PROJECTS	8,748.00
	12/31/23	BOLTON & MENK INC	CAPITAL PROJECTS F	PROJECTS	6,450.50
	12/08/23	BOLTON & MENK INC	SEWER/WATER CIP	TRANSFERS	502.50
	12/31/23	BOLTON & MENK INC	SEWER/WATER CIP	TRANSFERS	337.00
	12/08/23	BOLTON & MENK INC	SEWER FUND	WASTEWATER TREATMENT P	2,000.00
	12/31/23	BOLTON & MENK INC	SEWER FUND	WASTEWATER TREATMENT P	2,906.50
	12/08/23	BOLTON & MENK INC	WATER FUND	WTR DISTRIBUTION EXPEN	2,000.00
	12/31/23	BOLTON & MENK INC	WATER FUND	WTR DISTRIBUTION EXPEN	<u>2,906.50</u>
				TOTAL:	42,101.00
BPS CAPITAL MANAGEMENT, INC.	12/31/23	BPS CAPITAL MANAGEMENT, IN	GENERAL FUND	NON-DEPARTMENTAL	90.84
	12/08/23	BPS CAPITAL MANAGEMENT, IN	GENERAL FUND	NON-DEPARTMENTAL	86.42
	12/31/23	BPS CAPITAL MANAGEMENT, IN	WDA REVOLVING LOAN	NON-DEPARTMENTAL	29.12
	12/08/23	BPS CAPITAL MANAGEMENT, IN	WDA REVOLVING LOAN	NON-DEPARTMENTAL	30.60
	12/31/23	BPS CAPITAL MANAGEMENT, IN	WDA LOAN FUND	NON-DEPARTMENTAL	1.12
	12/08/23	BPS CAPITAL MANAGEMENT, IN	WDA LOAN FUND	NON-DEPARTMENTAL	1.18
	12/31/23	BPS CAPITAL MANAGEMENT, IN	UNRESTRICTED MIF R	NON-DEPARTMENTAL	4.48
	12/08/23	BPS CAPITAL MANAGEMENT, IN	UNRESTRICTED MIF R	NON-DEPARTMENTAL	4.71
	12/31/23	BPS CAPITAL MANAGEMENT, IN	MIF REVOLVING LOAN	NON-DEPARTMENTAL	1.12
	12/08/23	BPS CAPITAL MANAGEMENT, IN	MIF REVOLVING LOAN	NON-DEPARTMENTAL	1.18

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/31/23	BPS CAPITAL MANAGEMENT, IN MIF RLF #2		NON-DEPARTMENTAL	30.24
	12/08/23	BPS CAPITAL MANAGEMENT, IN MIF RLF #2		NON-DEPARTMENTAL	31.77
	12/31/23	BPS CAPITAL MANAGEMENT, IN SCDG COMMERCIAL FU		NON-DEPARTMENTAL	2.61
	12/08/23	BPS CAPITAL MANAGEMENT, IN SCDG COMMERCIAL FU		NON-DEPARTMENTAL	2.75
	12/31/23	BPS CAPITAL MANAGEMENT, IN SCDG HOUSING FUND		NON-DEPARTMENTAL	1.27
	12/08/23	BPS CAPITAL MANAGEMENT, IN SCDG HOUSING FUND		NON-DEPARTMENTAL	2.51
	12/31/23	BPS CAPITAL MANAGEMENT, IN INNOVATIVE MIF RLF		NON-DEPARTMENTAL	1.49
	12/08/23	BPS CAPITAL MANAGEMENT, IN INNOVATIVE MIF RLF		NON-DEPARTMENTAL	1.57
	12/31/23	BPS CAPITAL MANAGEMENT, IN KERN MIF LOAN		NON-DEPARTMENTAL	1.49
	12/08/23	BPS CAPITAL MANAGEMENT, IN KERN MIF LOAN		NON-DEPARTMENTAL	1.57
	12/31/23	BPS CAPITAL MANAGEMENT, IN G.O. REFUNDING BON		NON-DEPARTMENTAL	3.36
	12/08/23	BPS CAPITAL MANAGEMENT, IN G.O. REFUNDING BON		NON-DEPARTMENTAL	3.53
	12/31/23	BPS CAPITAL MANAGEMENT, IN PFA NOTES OF 2015		NON-DEPARTMENTAL	76.17
	12/08/23	BPS CAPITAL MANAGEMENT, IN PFA NOTES OF 2015		NON-DEPARTMENTAL	80.02
	12/31/23	BPS CAPITAL MANAGEMENT, IN SEWER/WATER CIP		NON-DEPARTMENTAL	170.65
	12/08/23	BPS CAPITAL MANAGEMENT, IN SEWER/WATER CIP		NON-DEPARTMENTAL	128.27
	12/31/23	BPS CAPITAL MANAGEMENT, IN GOLF FUND		NON-DEPARTMENTAL	2.24
	12/08/23	BPS CAPITAL MANAGEMENT, IN GOLF FUND		NON-DEPARTMENTAL	2.35
	12/31/23	BPS CAPITAL MANAGEMENT, IN ELECTRIC FUND		NON-DEPARTMENTAL	501.49
	12/08/23	BPS CAPITAL MANAGEMENT, IN ELECTRIC FUND		NON-DEPARTMENTAL	507.28
	12/31/23	BPS CAPITAL MANAGEMENT, IN WATER FUND		NON-DEPARTMENTAL	17.17
	12/08/23	BPS CAPITAL MANAGEMENT, IN WATER FUND		NON-DEPARTMENTAL	18.04
	12/31/23	BPS CAPITAL MANAGEMENT, IN LIQUOR FUND		NON-DEPARTMENTAL	28.90
	12/08/23	BPS CAPITAL MANAGEMENT, IN LIQUOR FUND		NON-DEPARTMENTAL	<u>30.36</u>
		TOTAL:			1,897.87
BRAATEN AGGREGATE INC.	12/08/23	BRAATEN AGGREGATE INC.	GENERAL FUND	SNOW & ICE REMOVAL	<u>3,150.00</u>
		TOTAL:			3,150.00
BREAKTHRU BEVERAGE MINNESOTA	12/18/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	6,145.28
	12/18/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	99.14
	12/18/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	2,278.50
	12/18/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	46.25
	12/31/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	3,706.69
	12/31/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	71.55
	12/18/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	185.69-
	12/18/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	2.16-
	12/18/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	54.09-
	12/18/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	1.85-
	12/31/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	9.40-
	12/31/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	67.45-
	12/31/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	1.85-
	12/31/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	414.00-
	12/31/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	3.70-
	12/18/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	128.50-
	12/18/23	BREAKTHRU BEVERAGE MINNESO	LIQUOR FUND	MERCHANDISE PURCHASES	<u>1.85-</u>
		TOTAL:			11,476.87
CANON FINANCIAL SERVICES INC	12/31/23	CANON FINANCIAL SERVICES I	GENERAL FUND	POLICE DEPARTMENT	<u>40.56</u>
		TOTAL:			40.56
CARROT-TOP INDUSTRIES INC	12/08/23	CARROT-TOP INDUSTRIES INC	GENERAL FUND	PARKS	<u>544.26</u>
		TOTAL:			544.26
CENTRAL LAKES COLLEGE	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	824.70
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	566.10

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	566.10
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	597.45
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	1,425.15
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	429.15
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	2,738.74
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	1,500.00
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	610.28
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	606.40
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	532.40
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	973.20
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	3,370.00
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	2,200.00
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	400.00
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	1,500.00
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	475.00
	12/31/23	CENTRAL LAKES COLLEGE	GENERAL FUND	FIRE DEPARTMENT	<u>50.00</u>
				TOTAL:	19,364.67
CENTRAL MN CREDIT UNION	12/07/23	HSA EE CONTRIBUTIONS	GENERAL FUND	NON-DEPARTMENTAL	1,250.23
	12/21/23	HSA EE CONTRIBUTIONS	GENERAL FUND	NON-DEPARTMENTAL	1,296.65
	12/07/23	HSA EE CONTRIBUTIONS	SEWER FUND	NON-DEPARTMENTAL	269.64
	12/21/23	HSA EE CONTRIBUTIONS	SEWER FUND	NON-DEPARTMENTAL	224.65
	12/07/23	HSA EE CONTRIBUTIONS	GOLF FUND	NON-DEPARTMENTAL	17.73
	12/21/23	HSA EE CONTRIBUTIONS	GOLF FUND	NON-DEPARTMENTAL	20.55
	12/07/23	HSA EE CONTRIBUTIONS	ELECTRIC FUND	NON-DEPARTMENTAL	1,198.52
	12/21/23	HSA EE CONTRIBUTIONS	ELECTRIC FUND	NON-DEPARTMENTAL	1,100.74
	12/07/23	HSA EE CONTRIBUTIONS	WATER FUND	NON-DEPARTMENTAL	409.98
	12/21/23	HSA EE CONTRIBUTIONS	WATER FUND	NON-DEPARTMENTAL	503.23
	12/07/23	HSA EE CONTRIBUTIONS	LIQUOR FUND	NON-DEPARTMENTAL	203.48
	12/21/23	HSA EE CONTRIBUTIONS	LIQUOR FUND	NON-DEPARTMENTAL	203.34
	12/07/23	HSA EE CONTRIBUTIONS	WELLNESS CENTER	NON-DEPARTMENTAL	17.73
	12/21/23	HSA EE CONTRIBUTIONS	WELLNESS CENTER	NON-DEPARTMENTAL	<u>17.59</u>
				TOTAL:	6,734.06
CITY OF WADENA	12/31/23	CITY OF WADENA	GENERAL FUND	STREET SHOP MAINTENANC	50.76
	12/31/23	CITY OF WADENA	GENERAL FUND	LIBRARY	70.24
	12/31/23	CITY OF WADENA	GENERAL FUND	AIRPORT	37.56
	12/31/23	CITY OF WADENA	SEWER FUND	WASTEWATER TREATMENT P	256.04
	12/31/23	CITY OF WADENA	ELECTRIC FUND	ADMIN & GENERAL	122.81
	12/31/23	CITY OF WADENA	ELECTRIC FUND	NON UTILITY ACCT EXP	6,409.81
	12/31/23	CITY OF WADENA	WATER FUND	WTR PURIFICATION EXPEN	<u>45.19</u>
				TOTAL:	6,992.41
CONSTELLATION NEWENERGY - GAS DIVISION	12/31/23	CONSTELLATION NEWENERGY -	WELLNESS CENTER	ADMIN & GENERAL	<u>4,193.37</u>
				TOTAL:	4,193.37
CONTACT RADIO COMMUNICATN	12/31/23	CONTACT RADIO COMMUNICATN	GENERAL FUND	POLICE DEPARTMENT	89.90
	12/31/23	CONTACT RADIO COMMUNICATN	GENERAL FUND	STREET EQUIPMENT MNT	82.00
	12/08/23	CONTACT RADIO COMMUNICATN	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	<u>231.95</u>
				TOTAL:	403.85
COPPER TRAIL BREWING CO.	12/31/23	COPPER TRAIL BREWING CO.	LIQUOR FUND	MERCHANDISE PURCHASES	<u>251.52</u>
				TOTAL:	251.52
CORE & MAIN LP	12/08/23	CORE & MAIN LP	WATER FUND	WTR DISTRIBUTION EXPEN	883.21
	12/08/23	CORE & MAIN LP	WATER FUND	WTR DISTRIBUTION EXPEN	154.59

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/08/23	CORE & MAIN LP	WATER FUND	WTR DISTRIBUTION EXPEN	232.71
	12/08/23	CORE & MAIN LP	WATER FUND	WTR DISTRIBUTION EXPEN	224.24
	12/31/23	CORE & MAIN LP	WATER FUND	WTR DISTRIBUTION EXPEN	1,273.88
	12/31/23	CORE & MAIN LP	WATER FUND	WTR DISTRIBUTION EXPEN	210.11
	12/08/23	CORE & MAIN LP	WATER FUND	METER READING & EXPENS	1,403.20
	12/08/23	CORE & MAIN LP	WATER FUND	METER READING & EXPENS	43.58
	12/08/23	CORE & MAIN LP	WATER FUND	METER READING & EXPENS	453.06
	12/31/23	CORE & MAIN LP	WATER FUND	INVENTORY EXPENSE	1,300.73
	12/08/23	CORE & MAIN LP	WATER FUND	INVENTORY EXPENSE	<u>650.36</u>
				TOTAL:	6,829.67
CULLIGAN WATER CONDITION	12/18/23	CULLIGAN WATER CONDITION	WELLNESS CENTER	ADMIN & GENERAL	<u>130.75</u>
				TOTAL:	130.75
D-S BEVERAGES - MINNESOTA	12/18/23	D-S BEVERAGES - MINNESOTA	LIQUOR FUND	MERCHANDISE PURCHASES	13,909.20
	12/18/23	D-S BEVERAGES - MINNESOTA	LIQUOR FUND	MERCHANDISE PURCHASES	8.98-
	12/18/23	D-S BEVERAGES - MINNESOTA	LIQUOR FUND	MERCHANDISE PURCHASES	3,598.11
	12/31/23	D-S BEVERAGES - MINNESOTA	LIQUOR FUND	MERCHANDISE PURCHASES	5,555.20
	12/31/23	D-S BEVERAGES - MINNESOTA	LIQUOR FUND	MERCHANDISE PURCHASES	8,533.15
	12/31/23	D-S BEVERAGES - MINNESOTA	LIQUOR FUND	MERCHANDISE PURCHASES	359.70
	12/31/23	D-S BEVERAGES - MINNESOTA	LIQUOR FUND	MERCHANDISE PURCHASES	<u>96.20-</u>
				TOTAL:	31,850.18
DACOTAH PAPER CO	12/31/23	DACOTAH PAPER CO	LIQUOR FUND	MANAGER EXPENSES	161.89
	12/18/23	DACOTAH PAPER CO	LIQUOR FUND	MANAGER EXPENSES	<u>326.08</u>
				TOTAL:	487.97
DAHLHEIMER BEVERAGE	12/18/23	DAHLHEIMER BEVERAGE	LIQUOR FUND	MERCHANDISE PURCHASES	2,413.92
	12/18/23	DAHLHEIMER BEVERAGE	LIQUOR FUND	MERCHANDISE PURCHASES	68.60-
	12/18/23	DAHLHEIMER BEVERAGE	LIQUOR FUND	MERCHANDISE PURCHASES	4,057.25
	12/31/23	DAHLHEIMER BEVERAGE	LIQUOR FUND	MERCHANDISE PURCHASES	3,855.10
	12/31/23	DAHLHEIMER BEVERAGE	LIQUOR FUND	MERCHANDISE PURCHASES	21.85-
	12/31/23	DAHLHEIMER BEVERAGE	LIQUOR FUND	MERCHANDISE PURCHASES	4,057.95
	12/31/23	DAHLHEIMER BEVERAGE	LIQUOR FUND	MERCHANDISE PURCHASES	<u>11.40-</u>
				TOTAL:	14,282.37
DAKOTA BUSINESS SOLUTIONS	12/31/23	DAKOTA BUSINESS SOLUTIONS	ELECTRIC FUND	CUSTOMER RECORDS	<u>39.00</u>
				TOTAL:	39.00
DAN KOVAR	12/08/23	DAN KOVAR	GENERAL FUND	GENERAL ROADWAY MAINTEN	173.72
	12/08/23	DAN KOVAR	SEWER FUND	WASTEWATER TREATMENT P	<u>775.87</u>
				TOTAL:	949.59
DAREN'S PLUMBING & HEATING	12/08/23	DAREN'S PLUMBING & HEATING	SEWER FUND	SANITARY SEWER MAINTEN	<u>1,642.00</u>
				TOTAL:	1,642.00
DAVID EVANS	12/31/23	DAVID EVANS	ELECTRIC FUND	ADMIN & GENERAL	<u>56.57</u>
				TOTAL:	56.57
DEAN USELMAN	12/31/23	DEAN USELMAN	GENERAL FUND	DEVELOPMENT AUTHORITY	168.73
	12/31/23	DEAN USELMAN	GENERAL FUND	DEVELOPMENT AUTHORITY	<u>185.50</u>
				TOTAL:	354.23
DRASTIC MEASURES BREWING	12/18/23	DRASTIC MEASURES BREWING	LIQUOR FUND	MERCHANDISE PURCHASES	690.00
	12/31/23	DRASTIC MEASURES BREWING	LIQUOR FUND	MERCHANDISE PURCHASES	310.00
	12/31/23	DRASTIC MEASURES BREWING	LIQUOR FUND	MERCHANDISE PURCHASES	262.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	1,262.00
EFTPS	12/07/23	FEDERAL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	4,820.98
	12/21/23	FEDERAL WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	5,172.44
	12/07/23	FICA WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	1,764.03
	12/21/23	FICA WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	1,793.67
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	796.91
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	805.74
	12/07/23	FICA WITHHOLDING	GENERAL FUND	MAYOR AND COUNCIL	143.63
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	MAYOR AND COUNCIL	33.61
	12/07/23	FICA WITHHOLDING	GENERAL FUND	CITY ADMINISTRATOR	71.63
	12/21/23	FICA WITHHOLDING	GENERAL FUND	CITY ADMINISTRATOR	71.81
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	CITY ADMINISTRATOR	16.75
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	CITY ADMINISTRATOR	16.80
	12/07/23	FICA WITHHOLDING	GENERAL FUND	ACCOUNTING	200.01
	12/21/23	FICA WITHHOLDING	GENERAL FUND	ACCOUNTING	203.79
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	ACCOUNTING	46.78
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	ACCOUNTING	47.65
	12/07/23	FICA WITHHOLDING	GENERAL FUND	PLANNING & ZONING	149.01
	12/21/23	FICA WITHHOLDING	GENERAL FUND	PLANNING & ZONING	153.27
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	PLANNING & ZONING	34.85
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	PLANNING & ZONING	35.85
	12/07/23	FICA WITHHOLDING	GENERAL FUND	CITY HALL MAINTENANCE	36.81
	12/21/23	FICA WITHHOLDING	GENERAL FUND	CITY HALL MAINTENANCE	28.32
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	CITY HALL MAINTENANCE	8.61
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	CITY HALL MAINTENANCE	6.62
	12/07/23	FICA WITHHOLDING	GENERAL FUND	POLICE DEPARTMENT	138.21
	12/21/23	FICA WITHHOLDING	GENERAL FUND	POLICE DEPARTMENT	202.86
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	POLICE DEPARTMENT	412.72
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	POLICE DEPARTMENT	426.43
	12/07/23	FICA WITHHOLDING	GENERAL FUND	FIRE DEPARTMENT	10.32
	12/21/23	FICA WITHHOLDING	GENERAL FUND	FIRE DEPARTMENT	28.14
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	FIRE DEPARTMENT	6.32
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	FIRE DEPARTMENT	13.83
	12/07/23	FICA WITHHOLDING	GENERAL FUND	GENERAL ROADWAY MAINTE	76.01
	12/21/23	FICA WITHHOLDING	GENERAL FUND	GENERAL ROADWAY MAINTE	136.18
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	GENERAL ROADWAY MAINTE	17.78
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	GENERAL ROADWAY MAINTE	31.85
	12/07/23	FICA WITHHOLDING	GENERAL FUND	STREET SHOP MAINTENANC	20.33
	12/21/23	FICA WITHHOLDING	GENERAL FUND	STREET SHOP MAINTENANC	42.33
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	STREET SHOP MAINTENANC	4.75
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	STREET SHOP MAINTENANC	9.90
	12/07/23	FICA WITHHOLDING	GENERAL FUND	PAVED STREETS	25.07
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	PAVED STREETS	5.86
	12/07/23	FICA WITHHOLDING	GENERAL FUND	UNPAVED STREETS/ALLEYS	74.97
	12/21/23	FICA WITHHOLDING	GENERAL FUND	UNPAVED STREETS/ALLEYS	54.84
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	UNPAVED STREETS/ALLEYS	17.53
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	UNPAVED STREETS/ALLEYS	12.82
	12/07/23	FICA WITHHOLDING	GENERAL FUND	SNOW & ICE REMOVAL	30.86
	12/21/23	FICA WITHHOLDING	GENERAL FUND	SNOW & ICE REMOVAL	138.94
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	SNOW & ICE REMOVAL	7.22
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	SNOW & ICE REMOVAL	32.50
	12/07/23	FICA WITHHOLDING	GENERAL FUND	STREET EQUIPMENT MNT	60.50
	12/21/23	FICA WITHHOLDING	GENERAL FUND	STREET EQUIPMENT MNT	164.19
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	STREET EQUIPMENT MNT	14.16
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	STREET EQUIPMENT MNT	38.40

<u>VENDOR NAME</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
	12/21/23	FICA WITHHOLDING	GENERAL FUND	STREET SIGNS/MARKINGS	8.09
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	STREET SIGNS/MARKINGS	1.89
	12/07/23	FICA WITHHOLDING	GENERAL FUND	STORM SEWERS	20.57
	12/21/23	FICA WITHHOLDING	GENERAL FUND	STORM SEWERS	20.69
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	STORM SEWERS	4.81
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	STORM SEWERS	4.84
	12/07/23	FICA WITHHOLDING	GENERAL FUND	STREET CLEANING	33.79
	12/21/23	FICA WITHHOLDING	GENERAL FUND	STREET CLEANING	20.69
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	STREET CLEANING	7.90
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	STREET CLEANING	4.84
	12/21/23	FICA WITHHOLDING	GENERAL FUND	WASTE (REFUSE) COLLECT	5.01
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	WASTE (REFUSE) COLLECT	1.17
	12/21/23	FICA WITHHOLDING	GENERAL FUND	CAMPGROUND	37.75
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	CAMPGROUND	8.83
	12/07/23	FICA WITHHOLDING	GENERAL FUND	PARKS	373.91
	12/21/23	FICA WITHHOLDING	GENERAL FUND	PARKS	253.76
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	PARKS	87.46
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	PARKS	59.36
	12/07/23	FICA WITHHOLDING	GENERAL FUND	LIBRARY	25.48
	12/21/23	FICA WITHHOLDING	GENERAL FUND	LIBRARY	28.32
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	LIBRARY	5.96
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	LIBRARY	6.62
	12/07/23	FICA WITHHOLDING	GENERAL FUND	AIRPORT	136.29
	12/21/23	FICA WITHHOLDING	GENERAL FUND	AIRPORT	54.61
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	AIRPORT	31.87
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	AIRPORT	12.77
	12/07/23	FICA WITHHOLDING	GENERAL FUND	DEVELOPMENT AUTHORITY	136.63
	12/21/23	FICA WITHHOLDING	GENERAL FUND	DEVELOPMENT AUTHORITY	140.11
	12/07/23	MEDICARE WITHHOLDING	GENERAL FUND	DEVELOPMENT AUTHORITY	31.95
	12/21/23	MEDICARE WITHHOLDING	GENERAL FUND	DEVELOPMENT AUTHORITY	32.77
	12/07/23	FEDERAL WITHHOLDING	SEWER FUND	NON-DEPARTMENTAL	500.51
	12/21/23	FEDERAL WITHHOLDING	SEWER FUND	NON-DEPARTMENTAL	498.05
	12/07/23	FICA WITHHOLDING	SEWER FUND	NON-DEPARTMENTAL	476.01
	12/21/23	FICA WITHHOLDING	SEWER FUND	NON-DEPARTMENTAL	431.07
	12/07/23	MEDICARE WITHHOLDING	SEWER FUND	NON-DEPARTMENTAL	111.32
	12/21/23	MEDICARE WITHHOLDING	SEWER FUND	NON-DEPARTMENTAL	100.81
	12/07/23	FICA WITHHOLDING	SEWER FUND	SANITARY SEWER MAINTEN	152.96
	12/21/23	FICA WITHHOLDING	SEWER FUND	SANITARY SEWER MAINTEN	17.03
	12/07/23	MEDICARE WITHHOLDING	SEWER FUND	SANITARY SEWER MAINTEN	35.77
	12/21/23	MEDICARE WITHHOLDING	SEWER FUND	SANITARY SEWER MAINTEN	3.98
	12/21/23	FICA WITHHOLDING	SEWER FUND	SWR EQUIPMENT MAINTENA	33.83
	12/21/23	MEDICARE WITHHOLDING	SEWER FUND	SWR EQUIPMENT MAINTENA	7.91
	12/07/23	FICA WITHHOLDING	SEWER FUND	SWR LIFT STATIONS	17.95
	12/21/23	FICA WITHHOLDING	SEWER FUND	SWR LIFT STATIONS	14.97
	12/07/23	MEDICARE WITHHOLDING	SEWER FUND	SWR LIFT STATIONS	4.20
	12/21/23	MEDICARE WITHHOLDING	SEWER FUND	SWR LIFT STATIONS	3.51
	12/07/23	FICA WITHHOLDING	SEWER FUND	WASTEWATER TREATMENT P	253.71
	12/21/23	FICA WITHHOLDING	SEWER FUND	WASTEWATER TREATMENT P	313.67
	12/07/23	MEDICARE WITHHOLDING	SEWER FUND	WASTEWATER TREATMENT P	59.32
	12/21/23	MEDICARE WITHHOLDING	SEWER FUND	WASTEWATER TREATMENT P	73.34
	12/07/23	FICA WITHHOLDING	SEWER FUND	ADMIN & GENERAL	51.38
	12/21/23	FICA WITHHOLDING	SEWER FUND	ADMIN & GENERAL	51.57
	12/07/23	MEDICARE WITHHOLDING	SEWER FUND	ADMIN & GENERAL	12.02
	12/21/23	MEDICARE WITHHOLDING	SEWER FUND	ADMIN & GENERAL	12.06
	12/07/23	FEDERAL WITHHOLDING	GOLF FUND	NON-DEPARTMENTAL	173.74
	12/21/23	FEDERAL WITHHOLDING	GOLF FUND	NON-DEPARTMENTAL	188.38

<u>VENDOR NAME</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
	12/07/23	FICA WITHHOLDING	GOLF FUND	NON-DEPARTMENTAL	169.91
	12/21/23	FICA WITHHOLDING	GOLF FUND	NON-DEPARTMENTAL	179.00
	12/07/23	MEDICARE WITHHOLDING	GOLF FUND	NON-DEPARTMENTAL	39.73
	12/21/23	MEDICARE WITHHOLDING	GOLF FUND	NON-DEPARTMENTAL	41.86
	12/21/23	FICA WITHHOLDING	GOLF FUND	COURSE MAINTENANCE EXP	4.47
	12/21/23	MEDICARE WITHHOLDING	GOLF FUND	COURSE MAINTENANCE EXP	1.04
	12/07/23	FICA WITHHOLDING	GOLF FUND	ADMIN & GENERAL	169.91
	12/21/23	FICA WITHHOLDING	GOLF FUND	ADMIN & GENERAL	174.53
	12/07/23	MEDICARE WITHHOLDING	GOLF FUND	ADMIN & GENERAL	39.73
	12/21/23	MEDICARE WITHHOLDING	GOLF FUND	ADMIN & GENERAL	40.82
	12/07/23	FEDERAL WITHHOLDING	ELECTRIC FUND	NON-DEPARTMENTAL	1,978.86
	12/21/23	FEDERAL WITHHOLDING	ELECTRIC FUND	NON-DEPARTMENTAL	2,080.94
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	NON-DEPARTMENTAL	1,453.14
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	NON-DEPARTMENTAL	1,440.32
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	NON-DEPARTMENTAL	339.86
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	NON-DEPARTMENTAL	336.86
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	WORK ORDERS	198.67
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	WORK ORDERS	217.69
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	WORK ORDERS	46.47
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	WORK ORDERS	50.91
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	OPER - SUPERVISION & E	87.52
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	OPER - SUPERVISION & E	47.21
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	OPER - SUPERVISION & E	20.47
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	OPER - SUPERVISION & E	11.04
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	OPER - LOAD MGMNT EXPE	23.60
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	OPER - LOAD MGMNT EXPE	23.60
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	OPER - LOAD MGMNT EXPE	5.52
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	OPER - LOAD MGMNT EXPE	5.52
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	OPER - OH LINE EXPENSE	7.08
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	OPER - OH LINE EXPENSE	7.08
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	OPER - OH LINE EXPENSE	1.66
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	OPER - OH LINE EXPENSE	1.66
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	OPER - UG LINE EXPENSE	7.08
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	OPER - UG LINE EXPENSE	7.08
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	OPER - UG LINE EXPENSE	1.66
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	OPER - UG LINE EXPENSE	1.66
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	OPER - MISC. DIS. EXPE	24.34
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	OPER - MISC. DIS. EXPE	27.32
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	OPER - MISC. DIS. EXPE	5.70
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	OPER - MISC. DIS. EXPE	6.39
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	MNT - SUPERVISION	47.20
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	MNT - SUPERVISION	91.60
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	MNT - SUPERVISION	11.04
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	MNT - SUPERVISION	21.42
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	MNT - STATION EQUIPMEN	28.72
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	MNT - STATION EQUIPMEN	31.49
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	MNT - STATION EQUIPMEN	6.71
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	MNT - STATION EQUIPMEN	7.36
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	MNT - OH LINES	48.37
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	MNT - OH LINES	18.16
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	MNT - OH LINES	11.31
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	MNT - OH LINES	4.25
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	MNT - UG LINES	144.41
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	MNT - UG LINES	153.32
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	MNT - UG LINES	33.77
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	MNT - UG LINES	35.85

<u>VENDOR NAME</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	MNT - ST LIGHTS & SIGN	129.91
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	MNT - ST LIGHTS & SIGN	91.25
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	MNT - ST LIGHTS & SIGN	30.39
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	MNT - ST LIGHTS & SIGN	21.35
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	CUSTOMER ACCT EXP SUPV	52.92
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	CUSTOMER ACCT EXP SUPV	51.31
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	CUSTOMER ACCT EXP SUPV	12.38
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	CUSTOMER ACCT EXP SUPV	12.01
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	METER READING EXPENSE	49.83
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	METER READING EXPENSE	20.64
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	METER READING EXPENSE	11.65
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	METER READING EXPENSE	4.83
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	CUSTOMER RECORDS	134.59
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	CUSTOMER RECORDS	124.35
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	CUSTOMER RECORDS	31.48
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	CUSTOMER RECORDS	29.08
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	ENERGY CONSERVATION	8.31
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	ENERGY CONSERVATION	2.77
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	ENERGY CONSERVATION	1.94
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	ENERGY CONSERVATION	0.65
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	ADMIN & GENERAL	219.81
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	ADMIN & GENERAL	307.31
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	ADMIN & GENERAL	51.41
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	ADMIN & GENERAL	71.88
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	SCHOOLS, MTGS & TRAVEL	11.08
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	SCHOOLS, MTGS & TRAVEL	2.59
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	SAFETY TRAINING	2.24
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	SAFETY TRAINING	0.52
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	NON UTILITY ACCT EXP	152.34
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	NON UTILITY ACCT EXP	139.13
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	NON UTILITY ACCT EXP	35.63
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	NON UTILITY ACCT EXP	32.54
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	MNT OF GENERAL PLANT	11.33
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	MNT OF GENERAL PLANT	26.23
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	MNT OF GENERAL PLANT	2.65
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	MNT OF GENERAL PLANT	6.14
	12/07/23	FICA WITHHOLDING	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	77.09
	12/21/23	FICA WITHHOLDING	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	39.39
	12/07/23	MEDICARE WITHHOLDING	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	18.03
	12/21/23	MEDICARE WITHHOLDING	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	9.21
	12/07/23	FEDERAL WITHHOLDING	WATER FUND	NON-DEPARTMENTAL	438.56
	12/21/23	FEDERAL WITHHOLDING	WATER FUND	NON-DEPARTMENTAL	401.94
	12/07/23	FICA WITHHOLDING	WATER FUND	NON-DEPARTMENTAL	344.40
	12/21/23	FICA WITHHOLDING	WATER FUND	NON-DEPARTMENTAL	377.08
	12/07/23	MEDICARE WITHHOLDING	WATER FUND	NON-DEPARTMENTAL	80.54
	12/21/23	MEDICARE WITHHOLDING	WATER FUND	NON-DEPARTMENTAL	88.19
	12/07/23	FICA WITHHOLDING	WATER FUND	POWER & PUMPING EXPENS	8.12
	12/21/23	FICA WITHHOLDING	WATER FUND	POWER & PUMPING EXPENS	9.11
	12/07/23	MEDICARE WITHHOLDING	WATER FUND	POWER & PUMPING EXPENS	1.90
	12/21/23	MEDICARE WITHHOLDING	WATER FUND	POWER & PUMPING EXPENS	2.13
	12/07/23	FICA WITHHOLDING	WATER FUND	WTR PURIFICATION EXPEN	145.62
	12/21/23	FICA WITHHOLDING	WATER FUND	WTR PURIFICATION EXPEN	179.20
	12/07/23	MEDICARE WITHHOLDING	WATER FUND	WTR PURIFICATION EXPEN	34.08
	12/21/23	MEDICARE WITHHOLDING	WATER FUND	WTR PURIFICATION EXPEN	41.94
	12/07/23	FICA WITHHOLDING	WATER FUND	WTR DISTRIBUTION EXPEN	5.53
	12/21/23	FICA WITHHOLDING	WATER FUND	WTR DISTRIBUTION EXPEN	12.91

<u>VENDOR NAME</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
	12/07/23	MEDICARE WITHHOLDING	WATER FUND	WTR DISTRIBUTION EXPEN	1.29
	12/21/23	MEDICARE WITHHOLDING	WATER FUND	WTR DISTRIBUTION EXPEN	3.01
	12/07/23	FICA WITHHOLDING	WATER FUND	ADMIN & GENERAL	101.85
	12/21/23	FICA WITHHOLDING	WATER FUND	ADMIN & GENERAL	92.12
	12/07/23	MEDICARE WITHHOLDING	WATER FUND	ADMIN & GENERAL	23.83
	12/21/23	MEDICARE WITHHOLDING	WATER FUND	ADMIN & GENERAL	21.55
	12/21/23	FICA WITHHOLDING	WATER FUND	HYDRANT MAINTENANCE	9.38
	12/21/23	MEDICARE WITHHOLDING	WATER FUND	HYDRANT MAINTENANCE	2.19
	12/07/23	FICA WITHHOLDING	WATER FUND	METER READING & EXPENS	27.68
	12/21/23	FICA WITHHOLDING	WATER FUND	METER READING & EXPENS	39.24
	12/07/23	MEDICARE WITHHOLDING	WATER FUND	METER READING & EXPENS	6.47
	12/21/23	MEDICARE WITHHOLDING	WATER FUND	METER READING & EXPENS	9.17
	12/07/23	FICA WITHHOLDING	WATER FUND	CUSTOMER SERVICE EXPEN	48.15
	12/21/23	FICA WITHHOLDING	WATER FUND	CUSTOMER SERVICE EXPEN	33.37
	12/07/23	MEDICARE WITHHOLDING	WATER FUND	CUSTOMER SERVICE EXPEN	11.23
	12/21/23	MEDICARE WITHHOLDING	WATER FUND	CUSTOMER SERVICE EXPEN	7.80
	12/07/23	FICA WITHHOLDING	WATER FUND	WTR TRUCK & EQUIPMENT	7.47
	12/21/23	FICA WITHHOLDING	WATER FUND	WTR TRUCK & EQUIPMENT	1.76
	12/07/23	MEDICARE WITHHOLDING	WATER FUND	WTR TRUCK & EQUIPMENT	1.74
	12/21/23	MEDICARE WITHHOLDING	WATER FUND	WTR TRUCK & EQUIPMENT	0.42
	12/07/23	FEDERAL WITHHOLDING	LIQUOR FUND	NON-DEPARTMENTAL	527.37
	12/21/23	FEDERAL WITHHOLDING	LIQUOR FUND	NON-DEPARTMENTAL	658.64
	12/07/23	FICA WITHHOLDING	LIQUOR FUND	NON-DEPARTMENTAL	563.41
	12/21/23	FICA WITHHOLDING	LIQUOR FUND	NON-DEPARTMENTAL	629.85
	12/07/23	MEDICARE WITHHOLDING	LIQUOR FUND	NON-DEPARTMENTAL	131.75
	12/21/23	MEDICARE WITHHOLDING	LIQUOR FUND	NON-DEPARTMENTAL	147.29
	12/07/23	FICA WITHHOLDING	LIQUOR FUND	MANAGER EXPENSES	184.57
	12/21/23	FICA WITHHOLDING	LIQUOR FUND	MANAGER EXPENSES	189.17
	12/07/23	MEDICARE WITHHOLDING	LIQUOR FUND	MANAGER EXPENSES	43.16
	12/21/23	MEDICARE WITHHOLDING	LIQUOR FUND	MANAGER EXPENSES	44.24
	12/07/23	FICA WITHHOLDING	LIQUOR FUND	CASHIER EXPENSES	378.84
	12/21/23	FICA WITHHOLDING	LIQUOR FUND	CASHIER EXPENSES	440.68
	12/07/23	MEDICARE WITHHOLDING	LIQUOR FUND	CASHIER EXPENSES	88.59
	12/21/23	MEDICARE WITHHOLDING	LIQUOR FUND	CASHIER EXPENSES	103.05
	12/07/23	FEDERAL WITHHOLDING	WELLNESS CENTER	NON-DEPARTMENTAL	472.69
	12/21/23	FEDERAL WITHHOLDING	WELLNESS CENTER	NON-DEPARTMENTAL	538.86
	12/07/23	FICA WITHHOLDING	WELLNESS CENTER	NON-DEPARTMENTAL	671.10
	12/21/23	FICA WITHHOLDING	WELLNESS CENTER	NON-DEPARTMENTAL	744.78
	12/07/23	MEDICARE WITHHOLDING	WELLNESS CENTER	NON-DEPARTMENTAL	156.95
	12/21/23	MEDICARE WITHHOLDING	WELLNESS CENTER	NON-DEPARTMENTAL	174.19
	12/07/23	FICA WITHHOLDING	WELLNESS CENTER	POOL EXPENSES	265.12
	12/21/23	FICA WITHHOLDING	WELLNESS CENTER	POOL EXPENSES	338.89
	12/07/23	MEDICARE WITHHOLDING	WELLNESS CENTER	POOL EXPENSES	62.02
	12/21/23	MEDICARE WITHHOLDING	WELLNESS CENTER	POOL EXPENSES	79.28
	12/07/23	FICA WITHHOLDING	WELLNESS CENTER	THERAPY POOL	55.27
	12/21/23	FICA WITHHOLDING	WELLNESS CENTER	THERAPY POOL	54.68
	12/07/23	MEDICARE WITHHOLDING	WELLNESS CENTER	THERAPY POOL	12.93
	12/21/23	MEDICARE WITHHOLDING	WELLNESS CENTER	THERAPY POOL	12.79
	12/07/23	FICA WITHHOLDING	WELLNESS CENTER	FITNESS EXPENSES	165.80
	12/21/23	FICA WITHHOLDING	WELLNESS CENTER	FITNESS EXPENSES	163.99
	12/07/23	MEDICARE WITHHOLDING	WELLNESS CENTER	FITNESS EXPENSES	38.79
	12/21/23	MEDICARE WITHHOLDING	WELLNESS CENTER	FITNESS EXPENSES	38.36
	12/07/23	FICA WITHHOLDING	WELLNESS CENTER	ADMIN & GENERAL	184.92
	12/21/23	FICA WITHHOLDING	WELLNESS CENTER	ADMIN & GENERAL	187.25
	12/07/23	MEDICARE WITHHOLDING	WELLNESS CENTER	ADMIN & GENERAL	43.23
	12/21/23	MEDICARE WITHHOLDING	WELLNESS CENTER	ADMIN & GENERAL	43.75

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	47,231.50
EVCO	12/08/23	EVCO	GENERAL FUND	STREET EQUIPMENT MNT	235.80
				TOTAL:	235.80
EXPRESS CENTRAL	12/31/23	EXPRESS CENTRAL	GENERAL FUND	STREET SHOP MAINTENANC	429.49
	12/08/23	EXPRESS CENTRAL	WATER FUND	WTR DISTRIBUTION EXPEN	92.32
	12/08/23	EXPRESS CENTRAL	WATER FUND	WTR DISTRIBUTION EXPEN	92.32
				TOTAL:	614.13
FASTENAL COMPANY	12/08/23	FASTENAL COMPANY	GENERAL FUND	STREET SHOP MAINTENANC	4.48
	12/08/23	FASTENAL COMPANY	GENERAL FUND	STREET SHOP MAINTENANC	97.62
	12/31/23	FASTENAL COMPANY	GENERAL FUND	LIBRARY	6.05
	12/08/23	FASTENAL COMPANY	ELECTRIC FUND	MNT OF GENERAL PLANT	255.22
	12/31/23	FASTENAL COMPANY	WATER FUND	WTR PURIFICATION EXPEN	7.53
				TOTAL:	370.90
FLEET SUPPLY	12/31/23	FLEET SUPPLY	GENERAL FUND	GENERAL ROADWAY MAINT	245.96
	12/31/23	FLEET SUPPLY	GENERAL FUND	GENERAL ROADWAY MAINT	209.97
	12/08/23	FLEET SUPPLY	GENERAL FUND	GENERAL ROADWAY MAINT	53.98
	12/31/23	FLEET SUPPLY	GENERAL FUND	GENERAL ROADWAY MAINT	144.99
	12/31/23	FLEET SUPPLY	GENERAL FUND	GENERAL ROADWAY MAINT	99.98
	12/08/23	FLEET SUPPLY	GENERAL FUND	STREET SHOP MAINTENANC	45.54
	12/08/23	FLEET SUPPLY	GENERAL FUND	STREET SHOP MAINTENANC	57.94
	12/08/23	FLEET SUPPLY	GENERAL FUND	STREET EQUIPMENT MNT	2.97
	12/31/23	FLEET SUPPLY	GENERAL FUND	STREET CLEANING	4.39
	12/31/23	FLEET SUPPLY	GENERAL FUND	CAMPGROUND	52.99
	12/31/23	FLEET SUPPLY	GENERAL FUND	PARKS	49.48
	12/31/23	FLEET SUPPLY	GENERAL FUND	PARKS	12.99
	12/08/23	FLEET SUPPLY	GENERAL FUND	PARKS	31.35
	12/08/23	FLEET SUPPLY	GENERAL FUND	PARKS	19.16
	12/31/23	FLEET SUPPLY	GENERAL FUND	AIRPORT	3.98
	12/31/23	FLEET SUPPLY	ELECTRIC FUND	SAFETY TRAINING	15.99
				TOTAL:	1,051.66
FORUM COMMUNICATIONS COMPANY	12/08/23	FORUM COMMUNICATIONS COMPA	GENERAL FUND	LEGISLATIVE	99.60
				TOTAL:	99.60
G & N ENTERPRISES	12/31/23	G & N ENTERPRISES	SEWER FUND	WASTEWATER TREATMENT P	413.00
				TOTAL:	413.00
GALLS INC	12/31/23	GALLS INC	GENERAL FUND	POLICE DEPARTMENT	115.15
	12/31/23	GALLS INC	GENERAL FUND	POLICE DEPARTMENT	121.63
				TOTAL:	236.78
GARY A. GILBERTSON	12/31/23	GARY A. GILBERTSON	SEWER FUND	SANITARY SEWER MAINTEN	9.45
	12/31/23	GARY A. GILBERTSON	ELECTRIC FUND	OPER - UG LINE EXPENSE	9.45
	12/08/23	GARY A. GILBERTSON	WELLNESS CENTER	FITNESS EXPENSES	174.80
	12/18/23	GARY A. GILBERTSON	WELLNESS CENTER	FITNESS EXPENSES	305.00
	12/31/23	GARY A. GILBERTSON	WELLNESS CENTER	FITNESS EXPENSES	150.00
				TOTAL:	648.70
GOPHER STATE ONE-CALL INC	12/08/23	GOPHER STATE ONE-CALL INC	SEWER FUND	SANITARY SEWER MAINTEN	29.02
	12/08/23	GOPHER STATE ONE-CALL INC	ELECTRIC FUND	OPER - UG LINE EXPENSE	29.03
				TOTAL:	58.05

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GRAINGER INC	12/31/23	GRAINGER INC	GENERAL FUND	CITY HALL MAINTENANCE	44.64
	12/31/23	GRAINGER INC	GENERAL FUND	POLICE DEPARTMENT	22.32
	12/31/23	GRAINGER INC	GENERAL FUND	FIRE DEPARTMENT	22.32
	12/08/23	GRAINGER INC	GENERAL FUND	STREET SHOP MAINTENANC	256.64
	12/31/23	GRAINGER INC	GENERAL FUND	LIBRARY	249.78
	12/31/23	GRAINGER INC	ELECTRIC FUND	MNT OF GENERAL PLANT	<u>369.12</u>
				TOTAL:	964.82
GREEN GABLE TOWNHOMES	12/08/23	GREEN GABLE TOWNHOMES	ROACH - TIF 1-10	TIF EXPENSES	<u>6,536.22</u>
				TOTAL:	6,536.22
GREIMAN'S	12/08/23	GREIMAN'S	GENERAL FUND	LIBRARY	23.74
	12/31/23	GREIMAN'S	ELECTRIC FUND	ADMIN & GENERAL	5.99
	12/31/23	GREIMAN'S	LIQUOR FUND	CASHIER EXPENSES	<u>102.00</u>
				TOTAL:	131.73
HADC WADENA LLC.	12/31/23	HADC WADENA LLC.	HADC - TIF 1-18	INVALID DEPARTMENT	<u>19,782.13</u>
				TOTAL:	19,782.13
HAWKINS INC	12/31/23	HAWKINS INC	SEWER FUND	WASTEWATER TREATMENT P	5,024.92
	12/18/23	HAWKINS INC	WATER FUND	WTR PURIFICATION EXPEN	<u>2,250.90</u>
				TOTAL:	7,275.82
HBI RADIO WADENA	12/18/23	HBI RADIO WADENA	ELECTRIC FUND	ADMIN & GENERAL	<u>36.00</u>
				TOTAL:	36.00
HEIMAN INC	12/08/23	HEIMAN INC	GENERAL FUND	FIRE DEPARTMENT	8,272.00
	12/31/23	HEIMAN INC	GENERAL FUND	FIRE DEPARTMENT	588.62
	12/31/23	HEIMAN INC	GENERAL FUND	FIRE DEPARTMENT	<u>4,132.00</u>
				TOTAL:	12,992.62
HILLYARD / HUTCHINSON INC	12/08/23	HILLYARD / HUTCHINSON INC	GENERAL FUND	CITY HALL MAINTENANCE	<u>225.50</u>
				TOTAL:	225.50
HINMAN ELECTRIC	12/18/23	HINMAN ELECTRIC	GENERAL FUND	FIRE DEPARTMENT	21.44
	12/18/23	HINMAN ELECTRIC	GENERAL FUND	STREET SHOP MAINTENANC	139.50
	12/18/23	HINMAN ELECTRIC	GENERAL FUND	AIRPORT	1,530.37
	12/18/23	HINMAN ELECTRIC	SEWER FUND	SWR LIFT STATIONS	60.00
	12/18/23	HINMAN ELECTRIC	SEWER FUND	WASTEWATER TREATMENT P	60.00
	12/18/23	HINMAN ELECTRIC	LIQUOR FUND	BUILDING MAINTENANCE	189.75
	12/18/23	HINMAN ELECTRIC	WELLNESS CENTER	ADMIN & GENERAL	60.00
	12/31/23	HINMAN ELECTRIC	WELLNESS CENTER	ADMIN & GENERAL	<u>1,025.50</u>
				TOTAL:	3,086.56
HOCKERT'S INC.	12/08/23	HOCKERT'S INC.	GENERAL FUND	CITY HALL MAINTENANCE	16.00
	12/18/23	HOCKERT'S INC.	GENERAL FUND	CITY HALL MAINTENANCE	16.00
	12/08/23	HOCKERT'S INC.	GENERAL FUND	STREET SHOP MAINTENANC	74.00
	12/18/23	HOCKERT'S INC.	GENERAL FUND	STREET SHOP MAINTENANC	74.00
	12/08/23	HOCKERT'S INC.	SEWER FUND	WASTEWATER TREATMENT P	52.00
	12/18/23	HOCKERT'S INC.	SEWER FUND	WASTEWATER TREATMENT P	52.00
	12/08/23	HOCKERT'S INC.	LIQUOR FUND	BUILDING MAINTENANCE	57.98
	12/08/23	HOCKERT'S INC.	LIQUOR FUND	BUILDING MAINTENANCE	5.32
	12/18/23	HOCKERT'S INC.	LIQUOR FUND	BUILDING MAINTENANCE	57.98
	12/18/23	HOCKERT'S INC.	LIQUOR FUND	BUILDING MAINTENANCE	5.32
	12/08/23	HOCKERT'S INC.	WELLNESS CENTER	ADMIN & GENERAL	139.00
	12/18/23	HOCKERT'S INC.	WELLNESS CENTER	ADMIN & GENERAL	139.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	688.60
I.B.E.W. LOCAL 31	12/07/23	UNION DUES	ELECTRIC FUND	NON-DEPARTMENTAL	479.61
	12/07/23	UNION DUES	WATER FUND	NON-DEPARTMENTAL	135.13
				TOTAL:	614.74
IN CONTROL INC	12/31/23	IN CONTROL INC	SEWER FUND	WASTEWATER TREATMENT P	1,620.97
				TOTAL:	1,620.97
INNOVATIVE OFFICE SOLUTIONS, LLC	12/18/23	INNOVATIVE OFFICE SOLUTION	ELECTRIC FUND	CUSTOMER RECORDS	254.21
	12/08/23	INNOVATIVE OFFICE SOLUTION	ELECTRIC FUND	ADMIN & GENERAL	400.28
				TOTAL:	654.49
IRBY TOOL & SAFETY	12/31/23	IRBY TOOL & SAFETY	ELECTRIC FUND	OPER - UG LINE EXPENSE	613.37
	12/31/23	IRBY TOOL & SAFETY	ELECTRIC FUND	OPER - UG LINE EXPENSE	826.25
	12/31/23	IRBY TOOL & SAFETY	ELECTRIC FUND	OUTLAY FOR INVENTORY	568.55
				TOTAL:	2,008.17
JESSICA RICHTER	12/08/23	JESSICA RICHTER	WELLNESS CENTER	ADMIN & GENERAL	440.00
	12/31/23	JESSICA RICHTER	WELLNESS CENTER	ADMIN & GENERAL	440.00
				TOTAL:	880.00
JOHN PATE	12/31/23	JOHN PATE	WELLNESS CENTER	NON-DEPARTMENTAL	339.20
				TOTAL:	339.20
JOHN'S CAR CARE CENTER	12/31/23	JOHN'S CAR CARE CENTER	GENERAL FUND	POLICE DEPARTMENT	9.00
	12/31/23	JOHN'S CAR CARE CENTER	GENERAL FUND	POLICE DEPARTMENT	30.00
	12/18/23	JOHN'S CAR CARE CENTER	GENERAL FUND	PARKS	295.10
	12/18/23	JOHN'S CAR CARE CENTER	GENERAL FUND	PARKS	28.69
	12/18/23	JOHN'S CAR CARE CENTER	GENERAL FUND	PARKS	80.64
				TOTAL:	443.43
JOHNSON BROTHERS LIQUORS	12/08/23	JOHNSON BROTHERS LIQUORS	LIQUOR FUND	MERCHANDISE PURCHASES	1,595.63
	12/08/23	JOHNSON BROTHERS LIQUORS	LIQUOR FUND	MERCHANDISE PURCHASES	34.34
	12/08/23	JOHNSON BROTHERS LIQUORS	LIQUOR FUND	MERCHANDISE PURCHASES	773.54
	12/08/23	JOHNSON BROTHERS LIQUORS	LIQUOR FUND	MERCHANDISE PURCHASES	25.74
	12/08/23	JOHNSON BROTHERS LIQUORS	LIQUOR FUND	MERCHANDISE PURCHASES	5.38-
	12/08/23	JOHNSON BROTHERS LIQUORS	LIQUOR FUND	MERCHANDISE PURCHASES	73.90-
	12/08/23	JOHNSON BROTHERS LIQUORS	LIQUOR FUND	MERCHANDISE PURCHASES	1.98-
	12/08/23	JOHNSON BROTHERS LIQUORS	LIQUOR FUND	MERCHANDISE PURCHASES	73.90-
	12/08/23	JOHNSON BROTHERS LIQUORS	LIQUOR FUND	MERCHANDISE PURCHASES	1.98-
	12/08/23	JOHNSON BROTHERS LIQUORS	LIQUOR FUND	MERCHANDISE PURCHASES	2,173.55
	12/08/23	JOHNSON BROTHERS LIQUORS	LIQUOR FUND	MERCHANDISE PURCHASES	83.17
				TOTAL:	4,528.83
KEVIN ROSS	12/08/23	KEVIN ROSS	GOLF FUND	ADMIN & GENERAL	70.05
				TOTAL:	70.05
KIESLER POLICE SUPPLY	12/31/23	KIESLER POLICE SUPPLY	GENERAL FUND	POLICE OTHER FUNDS	3,447.00
	12/31/23	KIESLER POLICE SUPPLY	GENERAL FUND	POLICE OTHER FUNDS	127.46
				TOTAL:	3,574.46
KIMBERLY SCHROEDER	12/31/23	KIMBERLY SCHROEDER	GENERAL FUND	CITY ADMINISTRATOR	91.18
	12/31/23	KIMBERLY SCHROEDER	GENERAL FUND	CITY ADMINISTRATOR	350.00
	12/31/23	KIMBERLY SCHROEDER	GENERAL FUND	CITY HALL MAINTENANCE	93.35
				TOTAL:	534.53

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KITCHIGAMI REGIONAL LIBRARY	12/08/23	KITCHIGAMI REGIONAL LIBRARY	GENERAL FUND	LIBRARY	<u>241.88</u>
				TOTAL:	241.88
KODY VAN DEN EYKEL	12/31/23	KODY VAN DEN EYKEL	WELLNESS CENTER	ADMIN & GENERAL	<u>80.00</u>
				TOTAL:	80.00
L & J GRAPHICS	12/31/23	L & J GRAPHICS	GENERAL FUND	LEGISLATIVE	<u>169.95</u>
				TOTAL:	169.95
LEAF RIVER AG SERVICE	12/18/23	LEAF RIVER AG SERVICE	GENERAL FUND	STREET CLEANING	2,084.95
	12/18/23	LEAF RIVER AG SERVICE	GENERAL FUND	PARKS	106.00
	12/08/23	LEAF RIVER AG SERVICE	ELECTRIC FUND	MNT - UG LINES	20.00
	12/08/23	LEAF RIVER AG SERVICE	WATER FUND	POWER & PUMPING EXPENS	<u>595.41</u>
				TOTAL:	2,806.36
LEAGUE OF MN CITIES	12/31/23	LEAGUE OF MN CITIES	GENERAL FUND	LEGISLATIVE	61.07
	12/31/23	LEAGUE OF MN CITIES	GENERAL FUND	MAYOR AND COUNCIL	350.00
	12/31/23	LEAGUE OF MN CITIES	GENERAL FUND	PLANNING & ZONING	<u>61.07</u>
				TOTAL:	472.14
LEFTY'S REPAIR INC	12/18/23	LEFTY'S REPAIR INC	GENERAL FUND	GENERAL ROADWAY MAINTENANCE	<u>55.96</u>
				TOTAL:	55.96
LEIGHTON BROADCASTING	12/08/23	LEIGHTON BROADCASTING	GENERAL FUND	DEVELOPMENT AUTHORITY	<u>144.00</u>
				TOTAL:	144.00
LEXIPOL	12/31/23	LEXIPOL	GENERAL FUND	POLICE DEPARTMENT	<u>7,372.52</u>
				TOTAL:	7,372.52
LISA ANDERSON	12/31/23	LISA ANDERSON	WELLNESS CENTER	ADMIN & GENERAL	97.99
	12/31/23	LISA ANDERSON	WELLNESS CENTER	ADMIN & GENERAL	<u>144.99</u>
				TOTAL:	242.98
LOFFLER COMPANIES INC.	12/08/23	LOFFLER COMPANIES INC.	ELECTRIC FUND	ADMIN & GENERAL	291.94
	12/18/23	LOFFLER COMPANIES INC.	WELLNESS CENTER	ADMIN & GENERAL	<u>152.56</u>
				TOTAL:	444.50
LOFFLER COMPANIES, INC.	12/08/23	LOFFLER COMPANIES, INC.	ELECTRIC FUND	ADMIN & GENERAL	64.55
	12/08/23	LOFFLER COMPANIES, INC.	ELECTRIC FUND	ADMIN & GENERAL	43.45
	12/31/23	LOFFLER COMPANIES, INC.	ELECTRIC FUND	ADMIN & GENERAL	76.03
	12/31/23	LOFFLER COMPANIES, INC.	WELLNESS CENTER	ADMIN & GENERAL	<u>50.40</u>
				TOTAL:	234.43
LONG PRAIRIE SANITATION	12/08/23	LONG PRAIRIE SANITATION	GENERAL FUND	WASTE (REFUSE) COLLECT	162.86
	12/08/23	LONG PRAIRIE SANITATION	GENERAL FUND	WASTE (REFUSE) COLLECT	156.19
	12/08/23	LONG PRAIRIE SANITATION	GENERAL FUND	WASTE (REFUSE) COLLECT	78.09
	12/31/23	LONG PRAIRIE SANITATION	GENERAL FUND	WASTE (REFUSE) COLLECT	156.19
	12/08/23	LONG PRAIRIE SANITATION	WDA REVOLVING LOAN	LOAN FUND EXPENSES	36.88
	12/31/23	LONG PRAIRIE SANITATION	WDA REVOLVING LOAN	LOAN FUND EXPENSES	36.88
	12/08/23	LONG PRAIRIE SANITATION	GOLF FUND	COURSE MAINTENANCE EXP	248.04
	12/08/23	LONG PRAIRIE SANITATION	ELECTRIC FUND	MNT OF GENERAL PLANT	78.09
	12/31/23	LONG PRAIRIE SANITATION	ELECTRIC FUND	MNT OF GENERAL PLANT	78.09
	12/08/23	LONG PRAIRIE SANITATION	WELLNESS CENTER	ADMIN & GENERAL	156.19
	12/31/23	LONG PRAIRIE SANITATION	WELLNESS CENTER	ADMIN & GENERAL	<u>156.19</u>
				TOTAL:	1,343.69

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
M-R SIGN	12/18/23	M-R SIGN	GENERAL FUND	STREET SIGNS/MARKINGS	<u>2,614.62</u>
				TOTAL:	2,614.62
M.E.R.C.	12/06/23	M.E.R.C.	GENERAL FUND	FIRE DEPARTMENT	28.91
	12/06/23	M.E.R.C.	GENERAL FUND	FIRE DEPARTMENT	69.41
	12/06/23	M.E.R.C.	GENERAL FUND	STREET SHOP MAINTENANC	39.31
	12/06/23	M.E.R.C.	GENERAL FUND	LIBRARY	490.04
	12/06/23	M.E.R.C.	SEWER FUND	WASTEWATER TREATMENT P	1,508.68
	12/06/23	M.E.R.C.	LIQUOR FUND	BUILDING MAINTENANCE	<u>93.47</u>
				TOTAL:	2,229.82
MACQUEEN EQUIPMENT INC	12/08/23	MACQUEEN EQUIPMENT INC	GENERAL FUND	AIRPORT	2,348.65
	12/08/23	MACQUEEN EQUIPMENT INC	SEWER FUND	SANITARY SEWER MAINTEN	625.23
	12/31/23	MACQUEEN EQUIPMENT INC	SEWER FUND	SWR EQUIPMENT MAINTENA	625.23-
	12/31/23	MACQUEEN EQUIPMENT INC	SEWER FUND	SWR EQUIPMENT MAINTENA	625.23-
	12/31/23	MACQUEEN EQUIPMENT INC	SEWER FUND	SWR EQUIPMENT MAINTENA	974.98
	12/31/23	MACQUEEN EQUIPMENT INC	SEWER FUND	SWR EQUIPMENT MAINTENA	<u>368.47</u>
				TOTAL:	3,066.87
MARS SUPPLY	12/08/23	MARS SUPPLY	GENERAL FUND	STREET SHOP MAINTENANC	51.98
	12/08/23	MARS SUPPLY	GENERAL FUND	STREET SHOP MAINTENANC	<u>181.73</u>
				TOTAL:	233.71
MASON BROTHERS COMPANY	12/08/23	MASON BROTHERS COMPANY	GENERAL FUND	UNALLOCATED	510.16
	12/08/23	MASON BROTHERS COMPANY	GENERAL FUND	UNALLOCATED	183.69
	12/08/23	MASON BROTHERS COMPANY	GENERAL FUND	UNALLOCATED	61.05
	12/18/23	MASON BROTHERS COMPANY	LIQUOR FUND	MERCHANDISE PURCHASES	24.68
	12/18/23	MASON BROTHERS COMPANY	LIQUOR FUND	MERCHANDISE PURCHASES	1,066.94
	12/18/23	MASON BROTHERS COMPANY	LIQUOR FUND	MERCHANDISE PURCHASES	<u>49.83</u>
				TOTAL:	1,896.35
MED COMPASS	12/31/23	MED COMPASS	GENERAL FUND	FIRE DEPARTMENT	<u>1,300.00</u>
				TOTAL:	1,300.00
MENAHGA CONCRETE PRODUCTS INC	12/08/23	MENAHGA CONCRETE PRODUCTS	WATER FUND	WTR DISTRIBUTION EXPEN	<u>618.48</u>
				TOTAL:	618.48
MERICKEL LUMBER & HDWR	12/31/23	MERICKEL LUMBER & HDWR	GENERAL FUND	FIRE DEPARTMENT	13.18
	12/08/23	MERICKEL LUMBER & HDWR	GENERAL FUND	FIRE DEPARTMENT	50.52
	12/31/23	MERICKEL LUMBER & HDWR	GENERAL FUND	GENERAL ROADWAY MAINTEN	15.57
	12/31/23	MERICKEL LUMBER & HDWR	GENERAL FUND	AIRPORT	45.98
	12/31/23	MERICKEL LUMBER & HDWR	GENERAL FUND	AIRPORT	312.00
	12/31/23	MERICKEL LUMBER & HDWR	GENERAL FUND	AIRPORT	3,553.48
	12/31/23	MERICKEL LUMBER & HDWR	GENERAL FUND	AIRPORT	184.94
	12/31/23	MERICKEL LUMBER & HDWR	GENERAL FUND	AIRPORT	34.49
	12/31/23	MERICKEL LUMBER & HDWR	GENERAL FUND	AIRPORT	15.99-
	12/31/23	MERICKEL LUMBER & HDWR	SEWER FUND	WASTEWATER TREATMENT P	103.08
	12/31/23	MERICKEL LUMBER & HDWR	GOLF FUND	COURSE MAINTENANCE EXP	1,771.58
	12/08/23	MERICKEL LUMBER & HDWR	ELECTRIC FUND	MNT - TRSFMRS & CAPACI	13.23
	12/08/23	MERICKEL LUMBER & HDWR	ELECTRIC FUND	MNT OF GENERAL PLANT	42.94
	12/31/23	MERICKEL LUMBER & HDWR	WELLNESS CENTER	FITNESS EXPENSES	25.98
	12/31/23	MERICKEL LUMBER & HDWR	WELLNESS CENTER	FITNESS EXPENSES	<u>458.00</u>
				TOTAL:	6,608.98
MID MN TRUCK PARTS	12/18/23	MID MN TRUCK PARTS	GENERAL FUND	STREET EQUIPMENT MNT	<u>272.00</u>
				TOTAL:	272.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MIDWEST LOCK & DOOR, INC.	12/08/23	MIDWEST LOCK & DOOR, INC.	WELLNESS CENTER	POOL EXPENSES	<u>663.90</u>
				TOTAL:	663.90
MILLS MOTOR INC	12/18/23	MILLS MOTOR INC	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	<u>136.79</u>
				TOTAL:	136.79
MINNESOTA DEPARTMENT OF REVENUE-PR	12/07/23	STATE WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	2,267.93
	12/21/23	STATE WITHHOLDING	GENERAL FUND	NON-DEPARTMENTAL	2,375.17
	12/07/23	STATE WITHHOLDING	SEWER FUND	NON-DEPARTMENTAL	253.05
	12/21/23	STATE WITHHOLDING	SEWER FUND	NON-DEPARTMENTAL	231.24
	12/07/23	STATE WITHHOLDING	GOLF FUND	NON-DEPARTMENTAL	86.65
	12/21/23	STATE WITHHOLDING	GOLF FUND	NON-DEPARTMENTAL	93.08
	12/07/23	STATE WITHHOLDING	ELECTRIC FUND	NON-DEPARTMENTAL	924.92
	12/21/23	STATE WITHHOLDING	ELECTRIC FUND	NON-DEPARTMENTAL	968.99
	12/07/23	STATE WITHHOLDING	WATER FUND	NON-DEPARTMENTAL	207.96
	12/21/23	STATE WITHHOLDING	WATER FUND	NON-DEPARTMENTAL	201.33
	12/07/23	STATE WITHHOLDING	LIQUOR FUND	NON-DEPARTMENTAL	280.22
	12/21/23	STATE WITHHOLDING	LIQUOR FUND	NON-DEPARTMENTAL	334.63
	12/07/23	STATE WITHHOLDING	WELLNESS CENTER	NON-DEPARTMENTAL	241.57
	12/21/23	STATE WITHHOLDING	WELLNESS CENTER	NON-DEPARTMENTAL	<u>283.11</u>
				TOTAL:	8,749.85
MINNESOTA PUMP WORKS	12/08/23	MINNESOTA PUMP WORKS	SEWER FUND	WASTEWATER TREATMENT P	<u>9,435.95</u>
				TOTAL:	9,435.95
MISC.	12/04/23	10-0450-00	ELECTRIC FUND	NON-DEPARTMENTAL	167.55
KINCAID, CHRISTINE	12/08/23	12-1390-05	ELECTRIC FUND	NON-DEPARTMENTAL	9.11
FRENCH, CARY C	12/08/23	15-0550-06	ELECTRIC FUND	NON-DEPARTMENTAL	268.21
SHOGREN, RANDY	12/08/23	20-0458-04	ELECTRIC FUND	NON-DEPARTMENTAL	172.36
MN DEPT OF, COMMERCE	12/08/23	20-0458-04	ELECTRIC FUND	NON-DEPARTMENTAL	200.18
MEAD, CLARA	12/11/23	08-0280-06	ELECTRIC FUND	NON-DEPARTMENTAL	6.42
SANDERS, CHARLES	12/11/23	12-1430-02	ELECTRIC FUND	NON-DEPARTMENTAL	144.29
MN DEPARTMENT O, COM	12/20/23	07-0960-06	ELECTRIC FUND	NON-DEPARTMENTAL	299.32
GRIFFITH, REBECCA	12/28/23	21-0225-03	ELECTRIC FUND	NON-DEPARTMENTAL	<u>3.74</u>
SERVICEMASTER CLEAN				TOTAL:	1,271.18
MISSOURI RIVER ENERGY SRC	12/26/23	MISSOURI RIVER ENERGY SRC	ELECTRIC FUND	POWER SUPPLY EXPENSE	196,535.40
	12/26/23	MISSOURI RIVER ENERGY SRC	ELECTRIC FUND	POWER SUPPLY EXPENSE	53,055.00
	12/26/23	MISSOURI RIVER ENERGY SRC	ELECTRIC FUND	POWER SUPPLY EXPENSE	469.15
	12/31/23	MISSOURI RIVER ENERGY SRC	ELECTRIC FUND	OPER - METER EXPENSE	654.40
	12/08/23	MISSOURI RIVER ENERGY SRC	ELECTRIC FUND	OPER - METER EXPENSE	654.40
	12/31/23	MISSOURI RIVER ENERGY SRC	WATER FUND	METER READING & EXPENS	379.40
	12/08/23	MISSOURI RIVER ENERGY SRC	WATER FUND	METER READING & EXPENS	<u>378.80</u>
				TOTAL:	252,126.55
MN CHILD SUPPORT PAYMENT CENTER	12/07/23	CHILD SUPPORT	GENERAL FUND	NON-DEPARTMENTAL	112.59
	12/21/23	CHILD SUPPORT	GENERAL FUND	NON-DEPARTMENTAL	112.59
	12/07/23	CHILD SUPPORT	GENERAL FUND	NON-DEPARTMENTAL	1.15
	12/21/23	CHILD SUPPORT	GENERAL FUND	NON-DEPARTMENTAL	1.11
	12/07/23	CHILD SUPPORT	SEWER FUND	NON-DEPARTMENTAL	0.14
	12/21/23	CHILD SUPPORT	SEWER FUND	NON-DEPARTMENTAL	0.14
	12/07/23	CHILD SUPPORT	GOLF FUND	NON-DEPARTMENTAL	0.14
	12/21/23	CHILD SUPPORT	GOLF FUND	NON-DEPARTMENTAL	0.14
	12/07/23	CHILD SUPPORT	ELECTRIC FUND	NON-DEPARTMENTAL	0.91
	12/21/23	CHILD SUPPORT	ELECTRIC FUND	NON-DEPARTMENTAL	0.95
	12/07/23	CHILD SUPPORT	WATER FUND	NON-DEPARTMENTAL	0.14

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/21/23	CHILD SUPPORT	WATER FUND	NON-DEPARTMENTAL	0.14
	12/07/23	CHILD SUPPORT	LIQUOR FUND	NON-DEPARTMENTAL	0.14
	12/21/23	CHILD SUPPORT	LIQUOR FUND	NON-DEPARTMENTAL	0.14
	12/07/23	CHILD SUPPORT	WELLNESS CENTER	NON-DEPARTMENTAL	0.14
	12/21/23	CHILD SUPPORT	WELLNESS CENTER	NON-DEPARTMENTAL	0.14
			TOTAL:		230.70
MN DEPT OF COMMERCE	12/08/23	MN DEPT OF COMMERCE	ELECTRIC FUND	ADMIN & GENERAL	1,305.52
			TOTAL:		1,305.52
MN MUNICIPAL BEV ASSOC	12/18/23	MN MUNICIPAL BEV ASSOC	LIQUOR FUND	MANAGER EXPENSES	1,700.00
			TOTAL:		1,700.00
MN PEIP - c/o MMB FISCAL SERVICES	12/07/23	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	2,082.96
	12/07/23	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	2,076.90
	12/07/23	HSA HEALTH INS - SINGLE+1	GENERAL FUND	NON-DEPARTMENTAL	190.32
	12/07/23	HSA HEALTH INS - SINGLE+1	GENERAL FUND	NON-DEPARTMENTAL	189.41
	12/07/23	HEALTH INSURANCE	GENERAL FUND	CITY ADMINISTRATOR	181.18
	12/07/23	HEALTH INSURANCE	GENERAL FUND	CITY ADMINISTRATOR	185.00
	12/07/23	HEALTH INSURANCE	GENERAL FUND	ACCOUNTING	439.50
	12/07/23	HEALTH INSURANCE	GENERAL FUND	ACCOUNTING	440.00
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	ACCOUNTING	230.87
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	ACCOUNTING	219.95
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	PLANNING & ZONING	291.32
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	PLANNING & ZONING	316.81
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	CITY HALL MAINTENANCE	72.83
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	CITY HALL MAINTENANCE	94.68
	12/07/23	HEALTH INSURANCE	GENERAL FUND	POLICE DEPARTMENT	2,500.00
	12/07/23	HEALTH INSURANCE	GENERAL FUND	POLICE DEPARTMENT	2,500.00
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	POLICE DEPARTMENT	1,233.26
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	POLICE DEPARTMENT	1,201.70
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	FIRE DEPARTMENT	14.57
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	FIRE DEPARTMENT	28.70
	12/07/23	HEALTH INSURANCE	GENERAL FUND	GENERAL ROADWAY MAINT	140.48
	12/07/23	HEALTH INSURANCE	GENERAL FUND	GENERAL ROADWAY MAINT	96.47
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	GENERAL ROADWAY MAINT	89.41
	12/07/23	HSA HEALTH INS - SINGLE+1	GENERAL FUND	GENERAL ROADWAY MAINT	91.94
	12/07/23	HSA HEALTH INS - SINGLE+1	GENERAL FUND	GENERAL ROADWAY MAINT	93.75
	12/07/23	PEIP SINGLE VALUE PLAN	GENERAL FUND	GENERAL ROADWAY MAINT	19.15
	12/07/23	HEALTH INSURANCE	GENERAL FUND	STREET SHOP MAINTENANC	18.44
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	STREET SHOP MAINTENANC	34.66
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	STREET SHOP MAINTENANC	29.13
	12/07/23	HSA HEALTH INS - SINGLE+1	GENERAL FUND	STREET SHOP MAINTENANC	7.26
	12/07/23	PEIP SINGLE VALUE PLAN	GENERAL FUND	STREET SHOP MAINTENANC	25.14
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	PAVED STREETS	94.68
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	PAVED STREETS	58.26
	12/07/23	PEIP SINGLE VALUE PLAN	GENERAL FUND	UNPAVED STREETS/ALLEYS	306.42
	12/07/23	PEIP SINGLE VALUE PLAN	GENERAL FUND	UNPAVED STREETS/ALLEYS	209.47
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	SNOW & ICE REMOVAL	38.08
	12/07/23	HSA HEALTH INS - SINGLE+1	GENERAL FUND	SNOW & ICE REMOVAL	55.16
	12/07/23	HSA HEALTH INS - SINGLE+1	GENERAL FUND	SNOW & ICE REMOVAL	56.25
	12/07/23	PEIP SINGLE VALUE PLAN	GENERAL FUND	SNOW & ICE REMOVAL	19.15
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	STREET EQUIPMENT MNT	145.47
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	STREET EQUIPMENT MNT	116.40
	12/07/23	PEIP SINGLE VALUE PLAN	GENERAL FUND	STREET EQUIPMENT MNT	23.94
	12/07/23	PEIP SINGLE VALUE PLAN	GENERAL FUND	STREET EQUIPMENT MNT	38.30

<u>VENDOR NAME</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	STORM SEWERS	3.64
	12/07/23	HSA HEALTH INS - SINGLE+1	GENERAL FUND	STORM SEWERS	36.77
	12/07/23	HSA HEALTH INS - SINGLE+1	GENERAL FUND	STORM SEWERS	37.50
	12/07/23	HEALTH INSURANCE	GENERAL FUND	STREET CLEANING	169.01
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	STREET CLEANING	47.20
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	STREET CLEANING	26.19
	12/07/23	HSA HEALTH INS - SINGLE+1	GENERAL FUND	STREET CLEANING	36.77
	12/07/23	HSA HEALTH INS - SINGLE+1	GENERAL FUND	STREET CLEANING	37.50
	12/07/23	HEALTH INSURANCE	GENERAL FUND	PARKS	73.75
	12/07/23	HEALTH INSURANCE	GENERAL FUND	PARKS	173.64
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	PARKS	330.49
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	PARKS	631.67
	12/07/23	HSA HEALTH INS - SINGLE+1	GENERAL FUND	PARKS	73.55
	12/07/23	HSA HEALTH INS - SINGLE+1	GENERAL FUND	PARKS	75.00
	12/07/23	PEIP SINGLE VALUE PLAN	GENERAL FUND	PARKS	38.30
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	LIBRARY	83.08
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	LIBRARY	65.55
	12/07/23	HEALTH INSURANCE	GENERAL FUND	AIRPORT	24.59
	12/07/23	HEALTH INSURANCE	GENERAL FUND	AIRPORT	141.48
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	AIRPORT	173.59
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	AIRPORT	191.13
	12/07/23	PEIP SINGLE VALUE PLAN	GENERAL FUND	AIRPORT	62.24
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	DEVELOPMENT AUTHORITY	218.49
	12/07/23	HSA HEALTH INS - SINGLES	GENERAL FUND	DEVELOPMENT AUTHORITY	218.49
	12/07/23	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	104.91
	12/07/23	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	117.88
	12/07/23	HSA HEALTH INS - SINGLE+1	SEWER FUND	NON-DEPARTMENTAL	46.44
	12/07/23	HSA HEALTH INS - SINGLE+1	SEWER FUND	NON-DEPARTMENTAL	47.35
	12/07/23	HEALTH INSURANCE	SEWER FUND	SANITARY SEWER MAINTEN	49.17
	12/07/23	HEALTH INSURANCE	SEWER FUND	SANITARY SEWER MAINTEN	70.74
	12/07/23	HSA HEALTH INS - SINGLES	SEWER FUND	SANITARY SEWER MAINTEN	240.79
	12/07/23	HSA HEALTH INS - SINGLES	SEWER FUND	SANITARY SEWER MAINTEN	253.88
	12/07/23	HSA HEALTH INS - SINGLE+1	SEWER FUND	SANITARY SEWER MAINTEN	18.39
	12/07/23	HSA HEALTH INS - SINGLE+1	SEWER FUND	SANITARY SEWER MAINTEN	18.75
	12/07/23	HSA HEALTH INS - SINGLES	SEWER FUND	SWR LIFT STATIONS	19.83
	12/07/23	HSA HEALTH INS - SINGLES	SEWER FUND	SWR LIFT STATIONS	28.52
	12/07/23	PEIP SINGLE VALUE PLAN	SEWER FUND	SWR LIFT STATIONS	9.57
	12/07/23	HSA HEALTH INS - SINGLES	SEWER FUND	WASTEWATER TREATMENT P	469.98
	12/07/23	HSA HEALTH INS - SINGLES	SEWER FUND	WASTEWATER TREATMENT P	435.66
	12/07/23	HSA HEALTH INS - SINGLE+1	SEWER FUND	WASTEWATER TREATMENT P	55.16
	12/07/23	HSA HEALTH INS - SINGLE+1	SEWER FUND	WASTEWATER TREATMENT P	56.25
	12/07/23	HEALTH INSURANCE	SEWER FUND	ADMIN & GENERAL	129.49
	12/07/23	HEALTH INSURANCE	SEWER FUND	ADMIN & GENERAL	130.00
	12/07/23	HSA HEALTH INS - SINGLES	SEWER FUND	ADMIN & GENERAL	14.57
	12/07/23	HSA HEALTH INS - SINGLES	SEWER FUND	ADMIN & GENERAL	14.57
	12/07/23	HEALTH INSURANCE	GOLF FUND	NON-DEPARTMENTAL	322.69
	12/07/23	HEALTH INSURANCE	GOLF FUND	NON-DEPARTMENTAL	322.99
	12/07/23	HSA HEALTH INS - SINGLES	GOLF FUND	COURSE MAINTENANCE EXP	8.62
	12/07/23	HEALTH INSURANCE	GOLF FUND	ADMIN & GENERAL	549.49
	12/07/23	HEALTH INSURANCE	GOLF FUND	ADMIN & GENERAL	550.00
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	NON-DEPARTMENTAL	2,021.63
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	NON-DEPARTMENTAL	2,088.30
	12/07/23	HSA HEALTH INS - SINGLE+1	ELECTRIC FUND	NON-DEPARTMENTAL	19.30
	12/07/23	HSA HEALTH INS - SINGLE+1	ELECTRIC FUND	NON-DEPARTMENTAL	15.96
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	WORK ORDERS	368.87
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	WORK ORDERS	604.66

<u>VENDOR NAME</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	OPER - SUPERVISION & E	125.00
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	OPER - SUPERVISION & E	57.15
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	OPER - SUPERVISION & E	58.27
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	OPER - LOAD MGMNT EXPE	28.57
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	OPER - LOAD MGMNT EXPE	29.13
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	OPER - OH LINE EXPENSE	8.57
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	OPER - OH LINE EXPENSE	8.74
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	OPER - UG LINE EXPENSE	8.57
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	OPER - UG LINE EXPENSE	8.74
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	OPER - MISC. DIS. EXPE	72.10
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	OPER - MISC. DIS. EXPE	49.74
	12/07/23	HSA HEALTH INS - SINGLE+1	ELECTRIC FUND	OPER - MISC. DIS. EXPE	18.34
	12/07/23	HSA HEALTH INS - SINGLE+1	ELECTRIC FUND	OPER - MISC. DIS. EXPE	18.96
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	MNT - SUPERVISION	18.60
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	MNT - SUPERVISION	57.15
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	MNT - SUPERVISION	58.26
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	MNT - STATION EQUIPMEN	93.57
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	MNT - STATION EQUIPMEN	73.11
	12/07/23	HSA HEALTH INS - SINGLE+1	ELECTRIC FUND	MNT - STATION EQUIPMEN	12.23
	12/07/23	HSA HEALTH INS - SINGLE+1	ELECTRIC FUND	MNT - STATION EQUIPMEN	6.32
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	MNT - OH LINES	312.77
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	MNT - OH LINES	150.00
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	MNT - UG LINES	982.35
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	MNT - UG LINES	405.36
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	MNT - ST LIGHTS & SIGN	18.58
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	MNT - ST LIGHTS & SIGN	410.09
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	MNT - ELECTRIC METERS	25.00
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	CUSTOMER ACCT EXP SUPV	237.39
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	CUSTOMER ACCT EXP SUPV	223.74
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	METER READING EXPENSE	154.16
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	METER READING EXPENSE	205.44
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	CUSTOMER RECORDS	631.25
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	CUSTOMER RECORDS	612.50
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	CUSTOMER RECORDS	10.92
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	ENERGY CONSERVATION	43.75
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	ENERGY CONSERVATION	37.50
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	ADMIN & GENERAL	407.92
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	ADMIN & GENERAL	386.25
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	ADMIN & GENERAL	181.16
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	ADMIN & GENERAL	151.49
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	SAFETY TRAINING	6.18
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	NON UTILITY ACCT EXP	30.39
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	NON UTILITY ACCT EXP	217.68
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	NON UTILITY ACCT EXP	282.70
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	NON UTILITY ACCT EXP	174.79
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	MNT OF GENERAL PLANT	29.13
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	MNT OF GENERAL PLANT	29.13
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	39.64
	12/07/23	HEALTH INSURANCE	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	54.99
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	36.40
	12/07/23	HSA HEALTH INS - SINGLES	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	116.53
	12/07/23	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	366.16
	12/07/23	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	291.68
	12/07/23	HSA HEALTH INS - SINGLE+1	WATER FUND	NON-DEPARTMENTAL	217.46
	12/07/23	HSA HEALTH INS - SINGLE+1	WATER FUND	NON-DEPARTMENTAL	220.80
	12/07/23	HEALTH INSURANCE	WATER FUND	POWER & PUMPING EXPENS	24.04

<u>VENDOR NAME</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
	12/07/23	HEALTH INSURANCE	WATER FUND	POWER & PUMPING EXPENS	16.58
	12/07/23	HSA HEALTH INS - SINGLE+1	WATER FUND	POWER & PUMPING EXPENS	6.11
	12/07/23	HSA HEALTH INS - SINGLE+1	WATER FUND	POWER & PUMPING EXPENS	6.32
	12/07/23	HEALTH INSURANCE	WATER FUND	WTR PURIFICATION EXPEN	171.55
	12/07/23	HEALTH INSURANCE	WATER FUND	WTR PURIFICATION EXPEN	142.44
	12/07/23	HSA HEALTH INS - SINGLES	WATER FUND	WTR PURIFICATION EXPEN	15.85
	12/07/23	HSA HEALTH INS - SINGLES	WATER FUND	WTR PURIFICATION EXPEN	16.02
	12/07/23	HSA HEALTH INS - SINGLE+1	WATER FUND	WTR PURIFICATION EXPEN	216.04
	12/07/23	HSA HEALTH INS - SINGLE+1	WATER FUND	WTR PURIFICATION EXPEN	229.64
	12/07/23	HEALTH INSURANCE	WATER FUND	WTR DISTRIBUTION EXPEN	171.92
	12/07/23	HEALTH INSURANCE	WATER FUND	WTR DISTRIBUTION EXPEN	21.74
	12/07/23	HSA HEALTH INS - SINGLE+1	WATER FUND	WTR DISTRIBUTION EXPEN	4.08
	12/07/23	HEALTH INSURANCE	WATER FUND	ADMIN & GENERAL	129.49
	12/07/23	HEALTH INSURANCE	WATER FUND	ADMIN & GENERAL	123.75
	12/07/23	HSA HEALTH INS - SINGLES	WATER FUND	ADMIN & GENERAL	51.71
	12/07/23	HSA HEALTH INS - SINGLES	WATER FUND	ADMIN & GENERAL	52.43
	12/07/23	HSA HEALTH INS - SINGLE+1	WATER FUND	ADMIN & GENERAL	57.06
	12/07/23	HSA HEALTH INS - SINGLE+1	WATER FUND	ADMIN & GENERAL	50.56
	12/07/23	HEALTH INSURANCE	WATER FUND	METER READING & EXPENS	111.93
	12/07/23	HEALTH INSURANCE	WATER FUND	CUSTOMER SERVICE EXPEN	101.89
	12/07/23	HEALTH INSURANCE	WATER FUND	CUSTOMER SERVICE EXPEN	62.50
	12/07/23	HSA HEALTH INS - SINGLES	WATER FUND	CUSTOMER SERVICE EXPEN	8.58
	12/07/23	HSA HEALTH INS - SINGLES	WATER FUND	CUSTOMER SERVICE EXPEN	8.74
	12/07/23	HSA HEALTH INS - SINGLE+1	WATER FUND	CUSTOMER SERVICE EXPEN	61.14
	12/07/23	HSA HEALTH INS - SINGLE+1	WATER FUND	CUSTOMER SERVICE EXPEN	63.20
	12/07/23	HEALTH INSURANCE	WATER FUND	WTR TRUCK & EQUIPMENT	24.56
	12/07/23	HEALTH INSURANCE	WATER FUND	WTR TRUCK & EQUIPMENT	17.67
	12/07/23	HSA HEALTH INS - SINGLES	WATER FUND	WTR TRUCK & EQUIPMENT	40.15
	12/07/23	HSA HEALTH INS - SINGLES	WATER FUND	WTR TRUCK & EQUIPMENT	6.64
	12/07/23	PEIP SINGLE VALUE PLAN	WATER FUND	WTR TRUCK & EQUIPMENT	14.36
	12/07/23	HEALTH INSURANCE	LIQUOR FUND	NON-DEPARTMENTAL	357.93
	12/07/23	HEALTH INSURANCE	LIQUOR FUND	NON-DEPARTMENTAL	358.23
	12/07/23	HSA HEALTH INS - SINGLE+1	LIQUOR FUND	NON-DEPARTMENTAL	236.76
	12/07/23	HSA HEALTH INS - SINGLE+1	LIQUOR FUND	NON-DEPARTMENTAL	236.76
	12/07/23	HEALTH INSURANCE	LIQUOR FUND	MANAGER EXPENSES	609.49
	12/07/23	HEALTH INSURANCE	LIQUOR FUND	MANAGER EXPENSES	610.00
	12/07/23	HSA HEALTH INS - SINGLES	LIQUOR FUND	CASHIER EXPENSES	291.32
	12/07/23	HSA HEALTH INS - SINGLES	LIQUOR FUND	CASHIER EXPENSES	291.32
	12/07/23	HSA HEALTH INS - SINGLE+1	LIQUOR FUND	CASHIER EXPENSES	375.00
	12/07/23	HSA HEALTH INS - SINGLE+1	LIQUOR FUND	CASHIER EXPENSES	375.00
	12/07/23	HEALTH INSURANCE	WELLNESS CENTER	NON-DEPARTMENTAL	322.69
	12/07/23	HEALTH INSURANCE	WELLNESS CENTER	NON-DEPARTMENTAL	322.99
	12/07/23	HEALTH INSURANCE	WELLNESS CENTER	POOL EXPENSES	144.85
	12/07/23	HEALTH INSURANCE	WELLNESS CENTER	POOL EXPENSES	150.00
	12/07/23	HSA HEALTH INS - SINGLES	WELLNESS CENTER	POOL EXPENSES	87.40
	12/07/23	HSA HEALTH INS - SINGLES	WELLNESS CENTER	POOL EXPENSES	87.40
	12/07/23	HEALTH INSURANCE	WELLNESS CENTER	THERAPY POOL	48.28
	12/07/23	HEALTH INSURANCE	WELLNESS CENTER	THERAPY POOL	50.00
	12/07/23	HSA HEALTH INS - SINGLES	WELLNESS CENTER	THERAPY POOL	29.13
	12/07/23	HSA HEALTH INS - SINGLES	WELLNESS CENTER	THERAPY POOL	29.13
	12/07/23	HEALTH INSURANCE	WELLNESS CENTER	FITNESS EXPENSES	144.85
	12/07/23	HEALTH INSURANCE	WELLNESS CENTER	FITNESS EXPENSES	150.00
	12/07/23	HSA HEALTH INS - SINGLES	WELLNESS CENTER	FITNESS EXPENSES	87.40
	12/07/23	HSA HEALTH INS - SINGLES	WELLNESS CENTER	FITNESS EXPENSES	87.40
	12/07/23	HEALTH INSURANCE	WELLNESS CENTER	ADMIN & GENERAL	211.46
	12/07/23	HEALTH INSURANCE	WELLNESS CENTER	ADMIN & GENERAL	200.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/07/23	HSA HEALTH INS - SINGLES	WELLNESS CENTER	ADMIN & GENERAL	87.39
	12/07/23	HSA HEALTH INS - SINGLES	WELLNESS CENTER	ADMIN & GENERAL	<u>87.39</u>
				TOTAL:	45,082.06
MN POLLUTION CONTROL AGCY	12/18/23	MN POLLUTION CONTROL AGCY	SEWER FUND	WASTEWATER TREATMENT P	<u>23.00</u>
				TOTAL:	23.00
MN VALLEY IRRIGATION	12/31/23	MN VALLEY IRRIGATION	GOLF FUND	COURSE MAINTENANCE EXP	<u>500.00</u>
				TOTAL:	500.00
MONICA BROWNE	12/08/23	MONICA BROWNE	WELLNESS CENTER	ADMIN & GENERAL	152.00
	12/31/23	MONICA BROWNE	WELLNESS CENTER	ADMIN & GENERAL	<u>152.00</u>
				TOTAL:	304.00
MONITOR ADVERTISING PRODUCTIONS	12/08/23	MONITOR ADVERTISING PRODUC	ELECTRIC FUND	ENERGY CONSERVATION	<u>495.00</u>
				TOTAL:	495.00
MTI DISTRIBUTING	12/31/23	MTI DISTRIBUTING	GENERAL FUND	PARKS	<u>2,154.30</u>
				TOTAL:	2,154.30
NAPA CENTRAL MN	12/31/23	NAPA CENTRAL MN	GENERAL FUND	POLICE DEPARTMENT	16.14
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	FIRE DEPARTMENT	7.99
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	FIRE DEPARTMENT	4.44
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	FIRE DEPARTMENT	90.16
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	FIRE DEPARTMENT	13.41
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	FIRE DEPARTMENT	17.48
	12/31/23	NAPA CENTRAL MN	GENERAL FUND	GENERAL ROADWAY MAINT	107.39
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	STREET SHOP MAINTENANC	10.30
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	STREET SHOP MAINTENANC	4.98
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	STREET SHOP MAINTENANC	37.36
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	STREET SHOP MAINTENANC	9.21
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	STREET SHOP MAINTENANC	5.40
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	STREET SHOP MAINTENANC	19.76
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	STREET SHOP MAINTENANC	34.58
	12/31/23	NAPA CENTRAL MN	GENERAL FUND	STREET SHOP MAINTENANC	54.70
	12/31/23	NAPA CENTRAL MN	GENERAL FUND	STREET SHOP MAINTENANC	1.41
	12/31/23	NAPA CENTRAL MN	GENERAL FUND	STREET SHOP MAINTENANC	51.16
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	SNOW & ICE REMOVAL	129.65
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	STREET EQUIPMENT MNT	45.85
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	STREET EQUIPMENT MNT	3.65
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	STREET EQUIPMENT MNT	16.70
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	STREET EQUIPMENT MNT	185.56
	12/31/23	NAPA CENTRAL MN	GENERAL FUND	STREET EQUIPMENT MNT	115.12
	12/31/23	NAPA CENTRAL MN	GENERAL FUND	STREET EQUIPMENT MNT	60.38
	12/31/23	NAPA CENTRAL MN	GENERAL FUND	STREET EQUIPMENT MNT	41.78
	12/31/23	NAPA CENTRAL MN	GENERAL FUND	STREET EQUIPMENT MNT	172.04
	12/31/23	NAPA CENTRAL MN	GENERAL FUND	STREET EQUIPMENT MNT	12.11
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	STREET CLEANING	179.15
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	STREET CLEANING	116.55
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	AIRPORT	325.70
	12/08/23	NAPA CENTRAL MN	GENERAL FUND	AIRPORT	72.20
	12/31/23	NAPA CENTRAL MN	SEWER FUND	SANITARY SEWER MAINTEN	112.30
	12/31/23	NAPA CENTRAL MN	SEWER FUND	SANITARY SEWER MAINTEN	49.91
	12/31/23	NAPA CENTRAL MN	SEWER FUND	SANITARY SEWER MAINTEN	224.60
	12/31/23	NAPA CENTRAL MN	ELECTRIC FUND	MNT OF GENERAL PLANT	93.40
	12/08/23	NAPA CENTRAL MN	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	107.39

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/08/23	NAPA CENTRAL MN	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	18.00-
	12/08/23	NAPA CENTRAL MN	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	12.15
	12/31/23	NAPA CENTRAL MN	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	18.00-
	12/31/23	NAPA CENTRAL MN	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	<u>126.52</u>
				TOTAL:	2,552.76
NCPERS MINNESOTA 820200	12/07/23	PERA LIFE	ELECTRIC FUND	NON-DEPARTMENTAL	<u>16.00</u>
				TOTAL:	16.00
NORTH CENTRAL LAB	12/31/23	NORTH CENTRAL LAB	SEWER FUND	WASTEWATER TREATMENT P	<u>778.26</u>
				TOTAL:	778.26
NORTHWEST BUILDING CENTER	12/08/23	NORTHWEST BUILDING CENTER	GENERAL FUND	STREET SHOP MAINTENANC	0.27-
	12/08/23	NORTHWEST BUILDING CENTER	GENERAL FUND	STREET SHOP MAINTENANC	1.52-
	12/08/23	NORTHWEST BUILDING CENTER	GENERAL FUND	AIRPORT	<u>16.15</u>
				TOTAL:	14.36
O'REILLY AUTOMOTIVE INC.	12/08/23	O'REILLY AUTOMOTIVE INC.	GENERAL FUND	STREET SHOP MAINTENANC	1.52-
	12/08/23	O'REILLY AUTOMOTIVE INC.	GENERAL FUND	STREET SHOP MAINTENANC	160.41
	12/08/23	O'REILLY AUTOMOTIVE INC.	GENERAL FUND	STREET SHOP MAINTENANC	<u>0.27-</u>
				TOTAL:	158.62
OPG-3 INC.	12/18/23	OPG-3 INC.	GENERAL FUND	CITY HALL MAINTENANCE	1,550.00
	12/18/23	OPG-3 INC.	ELECTRIC FUND	ADMIN & GENERAL	<u>1,550.00</u>
				TOTAL:	3,100.00
ORCHARD TRUST COMPANY, LLC	12/07/23	ORCHARD TRUST	GENERAL FUND	NON-DEPARTMENTAL	15.71
	12/21/23	ORCHARD TRUST	GENERAL FUND	NON-DEPARTMENTAL	15.71
	12/07/23	EMPOWER-ROTH	GENERAL FUND	NON-DEPARTMENTAL	53.75
	12/21/23	EMPOWER-ROTH	GENERAL FUND	NON-DEPARTMENTAL	53.75
	12/07/23	ORCHARD TRUST	GENERAL FUND	POLICE DEPARTMENT	15.71
	12/21/23	ORCHARD TRUST	GENERAL FUND	POLICE DEPARTMENT	15.39
	12/21/23	ORCHARD TRUST	GENERAL FUND	POLICE DEPARTMENT	0.32
	12/07/23	EMPOWER-ROTH	ELECTRIC FUND	NON-DEPARTMENTAL	161.25
	12/21/23	EMPOWER-ROTH	ELECTRIC FUND	NON-DEPARTMENTAL	161.25
	12/07/23	EMPOWER-TRAD	ELECTRIC FUND	NON-DEPARTMENTAL	16.75
	12/21/23	EMPOWER-TRAD	ELECTRIC FUND	NON-DEPARTMENTAL	16.00
	12/07/23	EMPOWER-TRAD	ELECTRIC FUND	CUSTOMER ACCT EXP SUPV	4.50
	12/21/23	EMPOWER-TRAD	ELECTRIC FUND	CUSTOMER ACCT EXP SUPV	3.00
	12/07/23	EMPOWER-TRAD	ELECTRIC FUND	METER READING EXPENSE	3.00
	12/21/23	EMPOWER-TRAD	ELECTRIC FUND	METER READING EXPENSE	3.00
	12/07/23	EMPOWER-TRAD	ELECTRIC FUND	CUSTOMER RECORDS	4.50
	12/21/23	EMPOWER-TRAD	ELECTRIC FUND	CUSTOMER RECORDS	3.50
	12/07/23	EMPOWER-TRAD	ELECTRIC FUND	ENERGY CONSERVATION	1.50
	12/21/23	EMPOWER-TRAD	ELECTRIC FUND	ENERGY CONSERVATION	0.50
	12/07/23	EMPOWER-TRAD	ELECTRIC FUND	ADMIN & GENERAL	3.25
	12/21/23	EMPOWER-TRAD	ELECTRIC FUND	ADMIN & GENERAL	4.00
	12/21/23	EMPOWER-TRAD	ELECTRIC FUND	SCHOOLS, MTGS & TRAVEL	2.00
	12/07/23	EMPOWER-TRAD	WATER FUND	NON-DEPARTMENTAL	3.25
	12/21/23	EMPOWER-TRAD	WATER FUND	NON-DEPARTMENTAL	4.00
	12/07/23	EMPOWER-TRAD	WATER FUND	ADMIN & GENERAL	0.75
	12/21/23	EMPOWER-TRAD	WATER FUND	ADMIN & GENERAL	1.25
	12/07/23	EMPOWER-TRAD	WATER FUND	METER READING & EXPENS	1.00
	12/21/23	EMPOWER-TRAD	WATER FUND	METER READING & EXPENS	2.25
	12/07/23	EMPOWER-TRAD	WATER FUND	CUSTOMER SERVICE EXPEN	1.50
	12/21/23	EMPOWER-TRAD	WATER FUND	CUSTOMER SERVICE EXPEN	0.50

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	572.84
PALMER, BAILEY	12/31/23	PALMER, BAILEY	WELLNESS CENTER	NON-DEPARTMENTAL	105.00
				TOTAL:	105.00
PAUSTIS WINE COMPANY	12/18/23	PAUSTIS WINE COMPANY	LIQUOR FUND	MERCHANDISE PURCHASES	2,020.00
	12/18/23	PAUSTIS WINE COMPANY	LIQUOR FUND	MERCHANDISE PURCHASES	36.00
				TOTAL:	2,056.00
PEDERSON & PEDERSON P.A.	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	225.00
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	712.50
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	375.00
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	750.00
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	487.50
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	450.00
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	300.00
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	225.00
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	225.00
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	900.00
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	150.00
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	150.00
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	112.50
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	300.00
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	412.50
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	450.00
	12/08/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	300.00
	12/18/23	PEDERSON & PEDERSON P.A.	GENERAL FUND	LEGISLATIVE	225.00
	12/08/23	PEDERSON & PEDERSON P.A.	CAPITAL PROJECTS F	PROJECTS	525.00
	12/08/23	PEDERSON & PEDERSON P.A.	SEWER/WATER CIP	TRANSFERS	1,425.00
				TOTAL:	8,700.00
PEPSI BEVERAGE COMPANY	12/18/23	PEPSI BEVERAGE COMPANY	LIQUOR FUND	MERCHANDISE PURCHASES	236.10
				TOTAL:	236.10
POSTMASTER	12/08/23	POSTMASTER	ELECTRIC FUND	ADMIN & GENERAL	310.00
	12/08/23	POSTMASTER	ELECTRIC FUND	ADMIN & GENERAL	300.00
				TOTAL:	610.00
PROACTIVE SPORTS INC	12/08/23	PROACTIVE SPORTS INC	GOLF FUND	MERCHANDISE PURCHASES	424.00
				TOTAL:	424.00
PRODUCTIVITY PLUS CNH INDUSTRIAL CAPIT	12/31/23	PRODUCTIVITY PLUS CNH INDU	GENERAL FUND	STREET EQUIPMENT MNT	29.97
				TOTAL:	29.97
PROFESSIONAL AGRONOMY SERVICES	12/18/23	PROFESSIONAL AGRONOMY SERV	GENERAL FUND	PARKS	400.78
				TOTAL:	400.78
PUBLIC EMPLOYEES RETIREMENT ASSOCIATIO	12/07/23	PERA-COOR	GENERAL FUND	NON-DEPARTMENTAL	1,804.69
	12/21/23	PERA-COOR	GENERAL FUND	NON-DEPARTMENTAL	1,995.52
	12/07/23	PERA-P&F	GENERAL FUND	NON-DEPARTMENTAL	3,318.18
	12/21/23	PERA-P&F	GENERAL FUND	NON-DEPARTMENTAL	3,307.27
	12/07/23	PERA-COOR	GENERAL FUND	CITY ADMINISTRATOR	98.68
	12/21/23	PERA-COOR	GENERAL FUND	CITY ADMINISTRATOR	98.68
	12/07/23	PERA-COOR	GENERAL FUND	ACCOUNTING	270.44
	12/21/23	PERA-COOR	GENERAL FUND	ACCOUNTING	275.11
	12/07/23	PERA-COOR	GENERAL FUND	PLANNING & ZONING	188.69

<u>VENDOR NAME</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
	12/21/23	PERA-COOR	GENERAL FUND	PLANNING & ZONING	194.03
	12/07/23	PERA-COOR	GENERAL FUND	CITY HALL MAINTENANCE	45.75
	12/21/23	PERA-COOR	GENERAL FUND	CITY HALL MAINTENANCE	35.19
	12/07/23	PERA-COOR	GENERAL FUND	POLICE DEPARTMENT	173.66
	12/21/23	PERA-COOR	GENERAL FUND	POLICE DEPARTMENT	251.95
	12/07/23	PERA-P&F	GENERAL FUND	POLICE DEPARTMENT	4,977.31
	12/21/23	PERA-P&F	GENERAL FUND	POLICE DEPARTMENT	4,960.90
	12/07/23	PERA-COOR	GENERAL FUND	FIRE DEPARTMENT	12.58
	12/21/23	PERA-COOR	GENERAL FUND	FIRE DEPARTMENT	34.23
	12/07/23	PERA-COOR	GENERAL FUND	GENERAL ROADWAY MAINTENANCE	107.01
	12/21/23	PERA-COOR	GENERAL FUND	GENERAL ROADWAY MAINTENANCE	180.32
	12/07/23	PERA-COOR	GENERAL FUND	STREET SHOP MAINTENANCE	24.96
	12/21/23	PERA-COOR	GENERAL FUND	STREET SHOP MAINTENANCE	52.27
	12/07/23	PERA-COOR	GENERAL FUND	PAVED STREETS	30.32
	12/07/23	PERA-COOR	GENERAL FUND	UNPAVED STREETS/ALLEYS	90.69
	12/21/23	PERA-COOR	GENERAL FUND	UNPAVED STREETS/ALLEYS	66.34
	12/07/23	PERA-COOR	GENERAL FUND	SNOW & ICE REMOVAL	42.73
	12/21/23	PERA-COOR	GENERAL FUND	SNOW & ICE REMOVAL	179.97
	12/07/23	PERA-COOR	GENERAL FUND	STREET EQUIPMENT MAINTENANCE	73.84
	12/21/23	PERA-COOR	GENERAL FUND	STREET EQUIPMENT MAINTENANCE	206.16
	12/21/23	PERA-COOR	GENERAL FUND	STREET SIGNS/MARKINGS	9.80
	12/07/23	PERA-COOR	GENERAL FUND	STORM SEWERS	28.49
	12/21/23	PERA-COOR	GENERAL FUND	STORM SEWERS	28.49
	12/07/23	PERA-COOR	GENERAL FUND	STREET CLEANING	44.91
	12/21/23	PERA-COOR	GENERAL FUND	STREET CLEANING	28.49
	12/21/23	PERA-COOR	GENERAL FUND	WASTE (REFUSE) COLLECTION	6.82
	12/21/23	PERA-COOR	GENERAL FUND	CAMPGROUND	46.30
	12/07/23	PERA-COOR	GENERAL FUND	PARKS	471.50
	12/21/23	PERA-COOR	GENERAL FUND	PARKS	325.94
	12/07/23	PERA-COOR	GENERAL FUND	LIBRARY	31.67
	12/21/23	PERA-COOR	GENERAL FUND	LIBRARY	35.19
	12/07/23	PERA-COOR	GENERAL FUND	AIRPORT	174.71
	12/21/23	PERA-COOR	GENERAL FUND	AIRPORT	71.36
	12/07/23	PERA-COOR	GENERAL FUND	DEVELOPMENT AUTHORITY	171.72
	12/21/23	PERA-COOR	GENERAL FUND	DEVELOPMENT AUTHORITY	175.94
	12/07/23	PERA-COOR	SEWER FUND	NON-DEPARTMENTAL	527.32
	12/21/23	PERA-COOR	SEWER FUND	NON-DEPARTMENTAL	482.95
	12/07/23	PERA-COOR	SEWER FUND	SANITARY SEWER MAINTENANCE	195.25
	12/21/23	PERA-COOR	SEWER FUND	SANITARY SEWER MAINTENANCE	22.78
	12/21/23	PERA-COOR	SEWER FUND	SWR EQUIPMENT MAINTENANCE	40.92
	12/07/23	PERA-COOR	SEWER FUND	SWR LIFT STATIONS	22.22
	12/21/23	PERA-COOR	SEWER FUND	SWR LIFT STATIONS	19.16
	12/07/23	PERA-COOR	SEWER FUND	WASTEWATER TREATMENT PLANT	319.83
	12/21/23	PERA-COOR	SEWER FUND	WASTEWATER TREATMENT PLANT	402.98
	12/07/23	PERA-COOR	SEWER FUND	ADMIN & GENERAL	71.17
	12/21/23	PERA-COOR	SEWER FUND	ADMIN & GENERAL	71.39
	12/07/23	PERA-COOR	GOLF FUND	NON-DEPARTMENTAL	200.28
	12/21/23	PERA-COOR	GOLF FUND	NON-DEPARTMENTAL	210.04
	12/21/23	PERA-COOR	GOLF FUND	COURSE MAINTENANCE EXPENSE	5.63
	12/07/23	PERA-COOR	GOLF FUND	ADMIN & GENERAL	231.10
	12/21/23	PERA-COOR	GOLF FUND	ADMIN & GENERAL	236.73
	12/07/23	PERA-COOR	ELECTRIC FUND	NON-DEPARTMENTAL	1,739.22
	12/21/23	PERA-COOR	ELECTRIC FUND	NON-DEPARTMENTAL	1,710.37
	12/07/23	PERA-COOR	ELECTRIC FUND	WORK ORDERS	277.77
	12/21/23	PERA-COOR	ELECTRIC FUND	WORK ORDERS	302.36
	12/07/23	PERA-COOR	ELECTRIC FUND	OPER - SUPERVISION & ENGINEERING	115.06

<u>VENDOR NAME</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
	12/21/23	PERA-COOR	ELECTRIC FUND	OPER - SUPERVISION & E	57.55
	12/07/23	PERA-COOR	ELECTRIC FUND	OPER - LOAD MGMNT EXPE	28.78
	12/21/23	PERA-COOR	ELECTRIC FUND	OPER - LOAD MGMNT EXPE	28.78
	12/07/23	PERA-COOR	ELECTRIC FUND	OPER - OH LINE EXPENSE	8.63
	12/21/23	PERA-COOR	ELECTRIC FUND	OPER - OH LINE EXPENSE	8.63
	12/07/23	PERA-COOR	ELECTRIC FUND	OPER - UG LINE EXPENSE	8.63
	12/21/23	PERA-COOR	ELECTRIC FUND	OPER - UG LINE EXPENSE	8.63
	12/07/23	PERA-COOR	ELECTRIC FUND	OPER - MISC. DIS. EXPE	34.76
	12/21/23	PERA-COOR	ELECTRIC FUND	OPER - MISC. DIS. EXPE	37.76
	12/07/23	PERA-COOR	ELECTRIC FUND	MNT - SUPERVISION	57.55
	12/21/23	PERA-COOR	ELECTRIC FUND	MNT - SUPERVISION	120.81
	12/07/23	PERA-COOR	ELECTRIC FUND	MNT - STATION EQUIPMEN	40.47
	12/21/23	PERA-COOR	ELECTRIC FUND	MNT - STATION EQUIPMEN	43.57
	12/07/23	PERA-COOR	ELECTRIC FUND	MNT - OH LINES	69.01
	12/21/23	PERA-COOR	ELECTRIC FUND	MNT - OH LINES	25.88
	12/07/23	PERA-COOR	ELECTRIC FUND	MNT - UG LINES	201.63
	12/21/23	PERA-COOR	ELECTRIC FUND	MNT - UG LINES	212.87
	12/07/23	PERA-COOR	ELECTRIC FUND	MNT - ST LIGHTS & SIGN	181.85
	12/21/23	PERA-COOR	ELECTRIC FUND	MNT - ST LIGHTS & SIGN	127.44
	12/07/23	PERA-COOR	ELECTRIC FUND	CUSTOMER ACCT EXP SUPV	78.88
	12/21/23	PERA-COOR	ELECTRIC FUND	CUSTOMER ACCT EXP SUPV	75.15
	12/07/23	PERA-COOR	ELECTRIC FUND	METER READING EXPENSE	75.34
	12/21/23	PERA-COOR	ELECTRIC FUND	METER READING EXPENSE	32.22
	12/07/23	PERA-COOR	ELECTRIC FUND	CUSTOMER RECORDS	204.69
	12/21/23	PERA-COOR	ELECTRIC FUND	CUSTOMER RECORDS	190.12
	12/07/23	PERA-COOR	ELECTRIC FUND	ENERGY CONSERVATION	13.03
	12/21/23	PERA-COOR	ELECTRIC FUND	ENERGY CONSERVATION	4.34
	12/07/23	PERA-COOR	ELECTRIC FUND	ADMIN & GENERAL	293.69
	12/21/23	PERA-COOR	ELECTRIC FUND	ADMIN & GENERAL	416.07
	12/21/23	PERA-COOR	ELECTRIC FUND	SCHOOLS, MTGS & TRAVEL	17.37
	12/21/23	PERA-COOR	ELECTRIC FUND	SAFETY TRAINING	3.10
	12/07/23	PERA-COOR	ELECTRIC FUND	NON UTILITY ACCT EXP	202.87
	12/21/23	PERA-COOR	ELECTRIC FUND	NON UTILITY ACCT EXP	175.22
	12/07/23	PERA-COOR	ELECTRIC FUND	MNT OF GENERAL PLANT	14.08
	12/21/23	PERA-COOR	ELECTRIC FUND	MNT OF GENERAL PLANT	33.52
	12/07/23	PERA-COOR	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	100.11
	12/21/23	PERA-COOR	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	52.12
	12/07/23	PERA-COOR	WATER FUND	NON-DEPARTMENTAL	421.25
	12/21/23	PERA-COOR	WATER FUND	NON-DEPARTMENTAL	470.73
	12/07/23	PERA-COOR	WATER FUND	POWER & PUMPING EXPENS	11.59
	12/21/23	PERA-COOR	WATER FUND	POWER & PUMPING EXPENS	12.59
	12/07/23	PERA-COOR	WATER FUND	WTR PURIFICATION EXPEN	208.30
	12/21/23	PERA-COOR	WATER FUND	WTR PURIFICATION EXPEN	262.28
	12/07/23	PERA-COOR	WATER FUND	WTR DISTRIBUTION EXPEN	8.21
	12/21/23	PERA-COOR	WATER FUND	WTR DISTRIBUTION EXPEN	19.52
	12/07/23	PERA-COOR	WATER FUND	ADMIN & GENERAL	137.57
	12/21/23	PERA-COOR	WATER FUND	ADMIN & GENERAL	124.12
	12/21/23	PERA-COOR	WATER FUND	HYDRANT MAINTENANCE	14.37
	12/07/23	PERA-COOR	WATER FUND	METER READING & EXPENS	41.55
	12/21/23	PERA-COOR	WATER FUND	METER READING & EXPENS	60.62
	12/07/23	PERA-COOR	WATER FUND	CUSTOMER SERVICE EXPEN	68.64
	12/21/23	PERA-COOR	WATER FUND	CUSTOMER SERVICE EXPEN	47.11
	12/07/23	PERA-COOR	WATER FUND	WTR TRUCK & EQUIPMENT	10.15
	12/21/23	PERA-COOR	WATER FUND	WTR TRUCK & EQUIPMENT	2.56
	12/07/23	PERA-COOR	LIQUOR FUND	NON-DEPARTMENTAL	621.14
	12/21/23	PERA-COOR	LIQUOR FUND	NON-DEPARTMENTAL	682.03

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/07/23	PERA-COOR	LIQUOR FUND	MANAGER EXPENSES	265.40
	12/21/23	PERA-COOR	LIQUOR FUND	MANAGER EXPENSES	271.03
	12/07/23	PERA-COOR	LIQUOR FUND	CASHIER EXPENSES	451.29
	12/21/23	PERA-COOR	LIQUOR FUND	CASHIER EXPENSES	515.92
	12/07/23	PERA-COOR	WELLNESS CENTER	NON-DEPARTMENTAL	665.03
	12/21/23	PERA-COOR	WELLNESS CENTER	NON-DEPARTMENTAL	708.30
	12/07/23	PERA-COOR	WELLNESS CENTER	POOL EXPENSES	267.08
	12/21/23	PERA-COOR	WELLNESS CENTER	POOL EXPENSES	307.11
	12/07/23	PERA-COOR	WELLNESS CENTER	THERAPY POOL	67.66
	12/21/23	PERA-COOR	WELLNESS CENTER	THERAPY POOL	68.27
	12/07/23	PERA-COOR	WELLNESS CENTER	FITNESS EXPENSES	202.97
	12/21/23	PERA-COOR	WELLNESS CENTER	FITNESS EXPENSES	204.80
	12/07/23	PERA-COOR	WELLNESS CENTER	ADMIN & GENERAL	229.62
	12/21/23	PERA-COOR	WELLNESS CENTER	ADMIN & GENERAL	<u>237.08</u>
			TOTAL:		42,924.37
RANGE INC.	12/31/23	RANGE INC.	ELECTRIC FUND	ADMIN & GENERAL	515.79
	12/31/23	RANGE INC.	WELLNESS CENTER	ADMIN & GENERAL	72.31
	12/31/23	RANGE INC.	WELLNESS CENTER	ADMIN & GENERAL	<u>68.93</u>
			TOTAL:		657.03
REFLECTIVE CHOICES	12/08/23	REFLECTIVE CHOICES	GENERAL FUND	PARKS	<u>73.44</u>
			TOTAL:		73.44
RJ HUNT SEED COMPANY	12/08/23	RJ HUNT SEED COMPANY	GENERAL FUND	PARKS	<u>446.25</u>
			TOTAL:		446.25
RMB ENVIRONMENTAL LABORATORIES INC.	12/08/23	RMB ENVIRONMENTAL LABORATO	SEWER FUND	WASTEWATER TREATMENT P	239.58
	12/08/23	RMB ENVIRONMENTAL LABORATO	SEWER FUND	WASTEWATER TREATMENT P	1,704.29
	12/31/23	RMB ENVIRONMENTAL LABORATO	SEWER FUND	WASTEWATER TREATMENT P	<u>1,642.21</u>
			TOTAL:		3,586.08
ROSS SEELHAMMER PLUMBING LLC	12/08/23	ROSS SEELHAMMER PLUMBING L	GOLF FUND	ADMIN & GENERAL	<u>175.00</u>
			TOTAL:		175.00
SANFORD HEALTH FARGO	12/31/23	SANFORD HEALTH FARGO	GENERAL FUND	POLICE DEPARTMENT	<u>100.00</u>
			TOTAL:		100.00
SAWDUST & INK	12/31/23	SAWDUST & INK	WELLNESS CENTER	ADMIN & GENERAL	<u>1,225.00</u>
			TOTAL:		1,225.00
SBG-VAA	12/07/23	DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	455.65
	12/21/23	DEFERRED COMP	GENERAL FUND	NON-DEPARTMENTAL	475.04
	12/07/23	DEFERRED COMP	GENERAL FUND	ACCOUNTING	3.60
	12/21/23	DEFERRED COMP	GENERAL FUND	ACCOUNTING	3.60
	12/07/23	DEFERRED COMP	GENERAL FUND	POLICE DEPARTMENT	20.00
	12/21/23	DEFERRED COMP	GENERAL FUND	POLICE DEPARTMENT	20.00
	12/07/23	DEFERRED COMP	GENERAL FUND	GENERAL ROADWAY MAINT	4.50
	12/21/23	DEFERRED COMP	GENERAL FUND	GENERAL ROADWAY MAINT	1.08
	12/21/23	DEFERRED COMP	GENERAL FUND	STREET SHOP MAINTENANC	0.97
	12/07/23	DEFERRED COMP	GENERAL FUND	PAVED STREETS	2.00
	12/07/23	DEFERRED COMP	GENERAL FUND	SNOW & ICE REMOVAL	2.70
	12/21/23	DEFERRED COMP	GENERAL FUND	SNOW & ICE REMOVAL	0.54
	12/21/23	DEFERRED COMP	GENERAL FUND	SNOW & ICE REMOVAL	1.37
	12/07/23	DEFERRED COMP	GENERAL FUND	STREET EQUIPMENT MNT	2.43
	12/21/23	DEFERRED COMP	GENERAL FUND	STREET SIGNS/MARKINGS	0.32

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/07/23	DEFERRED COMP	GENERAL FUND	STORM SEWERS	1.80
	12/07/23	DEFERRED COMP	GENERAL FUND	STREET CLEANING	3.42
	12/21/23	DEFERRED COMP	GENERAL FUND	CAMPGROUND	1.08
	12/07/23	DEFERRED COMP	GENERAL FUND	PARKS	14.64
	12/21/23	DEFERRED COMP	GENERAL FUND	PARKS	4.20
	12/07/23	DEFERRED COMP	GENERAL FUND	AIRPORT	4.24
	12/21/23	DEFERRED COMP	GENERAL FUND	AIRPORT	0.44
	12/07/23	DEFERRED COMP	SEWER FUND	NON-DEPARTMENTAL	69.41
	12/21/23	DEFERRED COMP	SEWER FUND	NON-DEPARTMENTAL	52.22
	12/07/23	DEFERRED COMP	SEWER FUND	SANITARY SEWER MAINTEN	15.79
	12/07/23	DEFERRED COMP	SEWER FUND	SWR LIFT STATIONS	1.76
	12/07/23	DEFERRED COMP	SEWER FUND	WASTEWATER TREATMENT P	23.45
	12/07/23	DEFERRED COMP	SEWER FUND	WASTEWATER TREATMENT P	5.27
	12/07/23	DEFERRED COMP	SEWER FUND	ADMIN & GENERAL	3.20
	12/21/23	DEFERRED COMP	SEWER FUND	ADMIN & GENERAL	3.20
	12/07/23	DEFERRED COMP	GOLF FUND	NON-DEPARTMENTAL	26.00
	12/21/23	DEFERRED COMP	GOLF FUND	NON-DEPARTMENTAL	28.22
	12/07/23	DEFERRED COMP	GOLF FUND	ADMIN & GENERAL	1.00
	12/21/23	DEFERRED COMP	GOLF FUND	ADMIN & GENERAL	1.00
	12/07/23	DEFERRED COMP	ELECTRIC FUND	NON-DEPARTMENTAL	794.55
	12/21/23	DEFERRED COMP	ELECTRIC FUND	NON-DEPARTMENTAL	375.80
	12/07/23	DEFERRED COMP	ELECTRIC FUND	WORK ORDERS	8.50
	12/21/23	DEFERRED COMP	ELECTRIC FUND	WORK ORDERS	7.69
	12/21/23	DEFERRED COMP	ELECTRIC FUND	OPER - MISC. DIS. EXPE	1.00
	12/21/23	DEFERRED COMP	ELECTRIC FUND	MNT - STATION EQUIPMEN	0.33
	12/07/23	DEFERRED COMP	ELECTRIC FUND	MNT - UG LINES	2.50
	12/21/23	DEFERRED COMP	ELECTRIC FUND	MNT - UG LINES	3.90
	12/07/23	DEFERRED COMP	ELECTRIC FUND	MNT - ST LIGHTS & SIGN	7.00
	12/21/23	DEFERRED COMP	ELECTRIC FUND	MNT - ST LIGHTS & SIGN	4.01
	12/07/23	DEFERRED COMP	ELECTRIC FUND	ADMIN & GENERAL	4.60
	12/21/23	DEFERRED COMP	ELECTRIC FUND	ADMIN & GENERAL	4.60
	12/21/23	DEFERRED COMP	ELECTRIC FUND	ADMIN & GENERAL	0.16
	12/07/23	DEFERRED COMP	ELECTRIC FUND	NON UTILITY ACCT EXP	2.00
	12/21/23	DEFERRED COMP	ELECTRIC FUND	MNT OF GENERAL PLANT	0.89
	12/21/23	DEFERRED COMP	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	1.34
	12/07/23	DEFERRED COMP	WATER FUND	NON-DEPARTMENTAL	643.49
	12/21/23	DEFERRED COMP	WATER FUND	NON-DEPARTMENTAL	1,057.82
	12/21/23	DEFERRED COMP	WATER FUND	POWER & PUMPING EXPENS	0.33
	12/21/23	DEFERRED COMP	WATER FUND	WTR PURIFICATION EXPEN	0.35
	12/07/23	DEFERRED COMP	WATER FUND	ADMIN & GENERAL	3.20
	12/21/23	DEFERRED COMP	WATER FUND	ADMIN & GENERAL	3.20
	12/07/23	DEFERRED COMP	LIQUOR FUND	NON-DEPARTMENTAL	73.40
	12/21/23	DEFERRED COMP	LIQUOR FUND	NON-DEPARTMENTAL	73.40
	12/07/23	DEFERRED COMP	LIQUOR FUND	MANAGER EXPENSES	3.40
	12/21/23	DEFERRED COMP	LIQUOR FUND	MANAGER EXPENSES	3.40
	12/07/23	DEFERRED COMP	LIQUOR FUND	CASHIER EXPENSES	20.00
	12/21/23	DEFERRED COMP	LIQUOR FUND	CASHIER EXPENSES	17.11
	12/21/23	DEFERRED COMP	LIQUOR FUND	CASHIER EXPENSES	2.89
	12/07/23	DEFERRED COMP	WELLNESS CENTER	NON-DEPARTMENTAL	26.00
	12/21/23	DEFERRED COMP	WELLNESS CENTER	NON-DEPARTMENTAL	26.00
	12/07/23	DEFERRED COMP	WELLNESS CENTER	ADMIN & GENERAL	1.00
	12/21/23	DEFERRED COMP	WELLNESS CENTER	ADMIN & GENERAL	1.00
				TOTAL:	4,429.00
SCHINDLER ELEVATOR CORPORATION	12/08/23	SCHINDLER ELEVATOR CORPORA	WELLNESS CENTER	ADMIN & GENERAL	694.56
				TOTAL:	694.56

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SCHMITZ PORTABLE RENTALS	12/31/23	SCHMITZ PORTABLE RENTALS	LIQUOR FUND	BUILDING MAINTENANCE	600.00
				TOTAL:	600.00
SOUTHERN GLAZER'S OF MN	12/18/23	SOUTHERN GLAZER'S OF MN	LIQUOR FUND	MERCHANDISE PURCHASES	5,045.12
	12/18/23	SOUTHERN GLAZER'S OF MN	LIQUOR FUND	MERCHANDISE PURCHASES	105.43
	12/18/23	SOUTHERN GLAZER'S OF MN	LIQUOR FUND	MERCHANDISE PURCHASES	227.21
	12/18/23	SOUTHERN GLAZER'S OF MN	LIQUOR FUND	MERCHANDISE PURCHASES	7.00
	12/31/23	SOUTHERN GLAZER'S OF MN	LIQUOR FUND	MERCHANDISE PURCHASES	3,373.39
	12/31/23	SOUTHERN GLAZER'S OF MN	LIQUOR FUND	MERCHANDISE PURCHASES	41.85
	12/31/23	SOUTHERN GLAZER'S OF MN	LIQUOR FUND	MERCHANDISE PURCHASES	644.00
	12/31/23	SOUTHERN GLAZER'S OF MN	LIQUOR FUND	MERCHANDISE PURCHASES	14.35
				TOTAL:	9,458.35
STAPLES ADVANTAGE	12/31/23	STAPLES ADVANTAGE	GENERAL FUND	POLICE DEPARTMENT	19.39
	12/31/23	STAPLES ADVANTAGE	GENERAL FUND	POLICE DEPARTMENT	42.61
	12/31/23	STAPLES ADVANTAGE	GENERAL FUND	POLICE DEPARTMENT	45.34
	12/31/23	STAPLES ADVANTAGE	GENERAL FUND	POLICE DEPARTMENT	55.54
	12/31/23	STAPLES ADVANTAGE	GENERAL FUND	POLICE DEPARTMENT	14.08
	12/31/23	STAPLES ADVANTAGE	GENERAL FUND	POLICE DEPARTMENT	5.26
	12/31/23	STAPLES ADVANTAGE	GENERAL FUND	POLICE DEPARTMENT	55.99
	12/31/23	STAPLES ADVANTAGE	ELECTRIC FUND	ADMIN & GENERAL	280.70
	12/31/23	STAPLES ADVANTAGE	ELECTRIC FUND	ADMIN & GENERAL	72.11
	12/31/23	STAPLES ADVANTAGE	ELECTRIC FUND	ADMIN & GENERAL	100.64
				TOTAL:	691.66
STEIN'S, INC	12/31/23	STEIN'S, INC	WELLNESS CENTER	ADMIN & GENERAL	201.80
				TOTAL:	201.80
SUN LIFE FINANCIAL	12/07/23	LIFE INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	203.44
	12/07/23	LIFE INSURANCE	GENERAL FUND	CITY ADMINISTRATOR	5.29
	12/07/23	LIFE INSURANCE	GENERAL FUND	ACCOUNTING	23.39
	12/07/23	LIFE INSURANCE	GENERAL FUND	PLANNING & ZONING	15.56
	12/07/23	LIFE INSURANCE	GENERAL FUND	CITY HALL MAINTENANCE	4.65
	12/07/23	LIFE INSURANCE	GENERAL FUND	POLICE DEPARTMENT	130.49
	12/07/23	LIFE INSURANCE	GENERAL FUND	FIRE DEPARTMENT	1.41
	12/07/23	LIFE INSURANCE	GENERAL FUND	GENERAL ROADWAY MAINTENANCE	6.34
	12/07/23	LIFE INSURANCE	GENERAL FUND	STREET SHOP MAINTENANCE	1.43
	12/07/23	LIFE INSURANCE	GENERAL FUND	PAVED STREETS	2.86
	12/07/23	LIFE INSURANCE	GENERAL FUND	SNOW & ICE REMOVAL	2.15
	12/07/23	LIFE INSURANCE	GENERAL FUND	STREET EQUIPMENT MNT	5.72
	12/07/23	LIFE INSURANCE	GENERAL FUND	STORM SEWERS	1.43
	12/07/23	LIFE INSURANCE	GENERAL FUND	STREET CLEANING	2.72
	12/07/23	LIFE INSURANCE	GENERAL FUND	PARKS	38.84
	12/07/23	LIFE INSURANCE	GENERAL FUND	LIBRARY	3.22
	12/07/23	LIFE INSURANCE	GENERAL FUND	AIRPORT	13.44
	12/07/23	LIFE INSURANCE	GENERAL FUND	DEVELOPMENT AUTHORITY	10.72
	12/07/23	LIFE INSURANCE	SEWER FUND	NON-DEPARTMENTAL	9.94
	12/07/23	LIFE INSURANCE	SEWER FUND	SANITARY SEWER MAINTENANCE	15.19
	12/07/23	LIFE INSURANCE	SEWER FUND	SWR LIFT STATIONS	1.40
	12/07/23	LIFE INSURANCE	SEWER FUND	WASTEWATER TREATMENT PLANT	23.52
	12/07/23	LIFE INSURANCE	SEWER FUND	ADMIN & GENERAL	4.45
	12/07/23	LIFE INSURANCE	GOLF FUND	NON-DEPARTMENTAL	26.23
	12/07/23	LIFE INSURANCE	GOLF FUND	ADMIN & GENERAL	15.74
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	NON-DEPARTMENTAL	58.45
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	WORK ORDERS	4.42
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	OPER - SUPERVISION & E	6.44

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	OPER - LOAD MGMNT EXPE	1.43
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	OPER - OH LINE EXPENSE	0.43
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	OPER - UG LINE EXPENSE	0.43
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	OPER - MISC. DIS. EXPE	2.14
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	MNT - SUPERVISION	2.86
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	MNT - STATION EQUIPMEN	2.07
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	MNT - OH LINES	4.29
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	MNT - UG LINES	7.65
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	MNT - ST LIGHTS & SIGN	2.59
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	CUSTOMER ACCT EXP SUPV	6.40
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	METER READING EXPENSE	5.88
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	CUSTOMER RECORDS	18.05
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	ENERGY CONSERVATION	1.07
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	ADMIN & GENERAL	18.49
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	NON UTILITY ACCT EXP	12.69
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	MNT OF GENERAL PLANT	1.43
	12/07/23	LIFE INSURANCE	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	7.28
	12/07/23	LIFE INSURANCE	WATER FUND	NON-DEPARTMENTAL	7.83
	12/07/23	LIFE INSURANCE	WATER FUND	POWER & PUMPING EXPENS	0.71
	12/07/23	LIFE INSURANCE	WATER FUND	WTR PURIFICATION EXPEN	13.36
	12/07/23	LIFE INSURANCE	WATER FUND	WTR DISTRIBUTION EXPEN	0.62
	12/07/23	LIFE INSURANCE	WATER FUND	ADMIN & GENERAL	8.05
	12/07/23	LIFE INSURANCE	WATER FUND	METER READING & EXPENS	3.20
	12/07/23	LIFE INSURANCE	WATER FUND	CUSTOMER SERVICE EXPEN	4.59
	12/07/23	LIFE INSURANCE	WATER FUND	WTR TRUCK & EQUIPMENT	0.82
	12/07/23	LIFE INSURANCE	LIQUOR FUND	NON-DEPARTMENTAL	5.45
	12/07/23	LIFE INSURANCE	LIQUOR FUND	MANAGER EXPENSES	17.45
	12/07/23	LIFE INSURANCE	LIQUOR FUND	CASHIER EXPENSES	28.60
	12/07/23	LIFE INSURANCE	WELLNESS CENTER	NON-DEPARTMENTAL	1.97
	12/07/23	LIFE INSURANCE	WELLNESS CENTER	POOL EXPENSES	8.58
	12/07/23	LIFE INSURANCE	WELLNESS CENTER	THERAPY POOL	2.86
	12/07/23	LIFE INSURANCE	WELLNESS CENTER	FITNESS EXPENSES	8.58
	12/07/23	LIFE INSURANCE	WELLNESS CENTER	ADMIN & GENERAL	9.98
				TOTAL:	856.71
SUPER ONE FOODS	12/18/23	SUPER ONE FOODS	GENERAL FUND	CITY HALL MAINTENANCE	10.50
	12/31/23	SUPER ONE FOODS	GENERAL FUND	UNALLOCATED	81.00
				TOTAL:	91.50
TDS MEDIA DIRECT INC	12/18/23	TDS MEDIA DIRECT INC	LIQUOR FUND	MANAGER EXPENSES	390.00
				TOTAL:	390.00
TEAM LABORATORY CHEMICAL, LLC	12/31/23	TEAM LABORATORY CHEMICAL,	SEWER FUND	WASTEWATER TREATMENT P	1,100.00
				TOTAL:	1,100.00
THE FIRE GROUP INC	12/31/23	THE FIRE GROUP INC	WELLNESS CENTER	ADMIN & GENERAL	198.00
	12/31/23	THE FIRE GROUP INC	WELLNESS CENTER	ADMIN & GENERAL	731.51
				TOTAL:	929.51
TODD WADENA ELECTRIC COOPERATIVE	12/26/23	TODD WADENA ELECTRIC COOPE	GENERAL FUND	PARKS	40.10
	12/26/23	TODD WADENA ELECTRIC COOPE	GENERAL FUND	AIRPORT	252.09
	12/26/23	TODD WADENA ELECTRIC COOPE	GENERAL FUND	AIRPORT	292.08
	12/26/23	TODD WADENA ELECTRIC COOPE	GENERAL FUND	AIRPORT	215.51
	12/26/23	TODD WADENA ELECTRIC COOPE	GOLF FUND	ADMIN & GENERAL	57.61
	12/26/23	TODD WADENA ELECTRIC COOPE	GOLF FUND	ADMIN & GENERAL	421.51
	12/26/23	TODD WADENA ELECTRIC COOPE	GOLF FUND	ADMIN & GENERAL	40.80

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/26/23	TODD WADENA ELECTRIC COOPE	GOLF FUND	ADMIN & GENERAL	40.80
	12/31/23	TODD WADENA ELECTRIC COOPE	ELECTRIC FUND	POWER SUPPLY EXPENSE	<u>31,764.75</u>
				TOTAL:	33,125.25
TOLLEFSON, JAY	12/31/23	TOLLEFSON, JAY	WELLNESS CENTER	NON-DEPARTMENTAL	<u>106.98</u>
				TOTAL:	106.98
TRICIA TAGGART	12/31/23	TRICIA TAGGART	ELECTRIC FUND	ADMIN & GENERAL	<u>350.00</u>
				TOTAL:	350.00
TRIPLE S SERVICES	12/08/23	TRIPLE S SERVICES	GENERAL FUND	GENERAL ROADWAY MAINTENANCE	1,650.00
	12/31/23	TRIPLE S SERVICES	GENERAL FUND	GENERAL ROADWAY MAINTENANCE	<u>1,150.50</u>
				TOTAL:	2,800.50
TYLER TECHNOLOGIES INC	12/18/23	TYLER TECHNOLOGIES INC	ELECTRIC FUND	CUSTOMER RECORDS	10,605.00
	12/31/23	TYLER TECHNOLOGIES INC	ELECTRIC FUND	CAPITAL OUTLAY	<u>9,607.50</u>
				TOTAL:	20,212.50
UHL COMPANY INC	12/31/23	UHL COMPANY INC	WELLNESS CENTER	POOL EXPENSES	3,002.43
	12/31/23	UHL COMPANY INC	WELLNESS CENTER	ADMIN & GENERAL	<u>3,541.55</u>
				TOTAL:	6,543.98
VALLEY EQ. FARMS	12/08/23	VALLEY EQ. FARMS	GENERAL FUND	AIRPORT	<u>441.00</u>
				TOTAL:	441.00
VERIZON WIRELESS	12/31/23	VERIZON WIRELESS	GENERAL FUND	POLICE DEPARTMENT	160.04
	12/08/23	VERIZON WIRELESS	GENERAL FUND	FIRE DEPARTMENT	120.03
	12/31/23	VERIZON WIRELESS	GENERAL FUND	FIRE DEPARTMENT	240.06
	12/31/23	VERIZON WIRELESS	ELECTRIC FUND	OPER - LOAD MGMT EXPE	<u>207.49</u>
				TOTAL:	727.62
VERTEX UNMANNED SOLUTIONS	12/31/23	VERTEX UNMANNED SOLUTIONS	GENERAL FUND	POLICE DEPARTMENT	250.00
	12/31/23	VERTEX UNMANNED SOLUTIONS	GENERAL FUND	POLICE DEPARTMENT	<u>199.00</u>
				TOTAL:	449.00
VIKING COCA COLA	12/18/23	VIKING COCA COLA	LIQUOR FUND	MERCHANDISE PURCHASES	206.35
	12/31/23	VIKING COCA COLA	LIQUOR FUND	MERCHANDISE PURCHASES	<u>221.20</u>
				TOTAL:	427.55
VINOCOPIA INC	12/18/23	VINOCOPIA INC	LIQUOR FUND	MERCHANDISE PURCHASES	1,127.52
	12/18/23	VINOCOPIA INC	LIQUOR FUND	MERCHANDISE PURCHASES	21.00
	12/31/23	VINOCOPIA INC	LIQUOR FUND	MERCHANDISE PURCHASES	475.25
	12/31/23	VINOCOPIA INC	LIQUOR FUND	MERCHANDISE PURCHASES	<u>10.00</u>
				TOTAL:	1,633.77
WADENA AREA C.V.B	12/18/23	WADENA AREA C.V.B	GENERAL FUND	LEGISLATIVE	314.45
	12/31/23	WADENA AREA C.V.B	GENERAL FUND	LEGISLATIVE	2,336.77
	12/31/23	WADENA AREA C.V.B	GENERAL FUND	LEGISLATIVE	<u>390.44</u>
				TOTAL:	3,041.66
WADENA AREA CHAMBER OF COMMERCE	12/31/23	WADENA AREA CHAMBER OF COM	WELLNESS CENTER	ADMIN & GENERAL	<u>150.00</u>
				TOTAL:	150.00
WADENA ASPHALT INC	12/08/23	WADENA ASPHALT INC	SEWER FUND	SANITARY SEWER MAINTENANCE	<u>726.00</u>
				TOTAL:	726.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WADENA AUTO VALUE	12/31/23	WADENA AUTO VALUE	GENERAL FUND	POLICE DEPARTMENT	63.48
	12/31/23	WADENA AUTO VALUE	GENERAL FUND	STREET SHOP MAINTENANC	18.99
	12/31/23	WADENA AUTO VALUE	GOLF FUND	COURSE MAINTENANCE EXP	5.29
	12/31/23	WADENA AUTO VALUE	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	5.68
	12/31/23	WADENA AUTO VALUE	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	5.68
	12/31/23	WADENA AUTO VALUE	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	26.31
	12/31/23	WADENA AUTO VALUE	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	167.49
	12/31/23	WADENA AUTO VALUE	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	158.89
	12/31/23	WADENA AUTO VALUE	WATER FUND	POWER & PUMPING EXPENS	<u>25.99</u>
				TOTAL:	477.80
WADENA COUNTY AUDITOR	12/08/23	WADENA COUNTY AUDITOR	KERN TECHNOLOGY TI	INVALID DEPARTMENT	11,372.00
	12/08/23	WADENA COUNTY AUDITOR	KERN TECHNOLOGY TI	INVALID DEPARTMENT	3,472.00
	12/31/23	WADENA COUNTY AUDITOR	SEWER/WATER CIP	NON-DEPARTMENTAL	<u>316.26</u>
				TOTAL:	15,160.26
WADENA COUNTY RECORDER	12/18/23	WADENA COUNTY RECORDER	GENERAL FUND	LEGISLATIVE	46.00
	12/18/23	WADENA COUNTY RECORDER	GENERAL FUND	LEGISLATIVE	46.00
	12/18/23	WADENA COUNTY RECORDER	GENERAL FUND	LEGISLATIVE	46.00
	12/18/23	WADENA COUNTY RECORDER	GENERAL FUND	LEGISLATIVE	46.00
	12/18/23	WADENA COUNTY RECORDER	GENERAL FUND	LEGISLATIVE	46.00
	12/31/23	WADENA COUNTY RECORDER	GENERAL FUND	LEGISLATIVE	56.00
	12/18/23	WADENA COUNTY RECORDER	WDA REVOLVING LOAN	LOAN FUND EXPENSES	<u>46.00</u>
				TOTAL:	332.00
WADENA COUNTY SOLID WASTE	12/18/23	WADENA COUNTY SOLID WASTE	GENERAL FUND	WASTE (REFUSE) COLLECT	242.00
	12/18/23	WADENA COUNTY SOLID WASTE	SEWER FUND	WASTEWATER TREATMENT P	23.36
	12/18/23	WADENA COUNTY SOLID WASTE	SEWER FUND	WASTEWATER TREATMENT P	<u>52.90</u>
				TOTAL:	318.26
WADENA HIDE & FUR	12/08/23	WADENA HIDE & FUR	GENERAL FUND	STREET EQUIPMENT MNT	46.18
	12/08/23	WADENA HIDE & FUR	GENERAL FUND	STREET EQUIPMENT MNT	24.26
	12/08/23	WADENA HIDE & FUR	GENERAL FUND	STREET EQUIPMENT MNT	<u>37.20</u>
				TOTAL:	107.64
WADENA HRA	12/31/23	WADENA HRA	GENERAL FUND	NON-DEPARTMENTAL	1,432.62
	12/31/23	WADENA HRA	GENERAL FUND	NON-DEPARTMENTAL	<u>386.80</u>
				TOTAL:	1,819.42
WADENA MACHINING & WELDING LLC	12/08/23	WADENA MACHINING & WELDING	GENERAL FUND	STREET SHOP MAINTENANC	<u>318.58</u>
				TOTAL:	318.58
WADENA TRUCK & TRAILER REPAIR	12/31/23	WADENA TRUCK & TRAILER REP	GENERAL FUND	STREET EQUIPMENT MNT	<u>49.88</u>
				TOTAL:	49.88
WASHINGTON NATIONAL INS CO	12/21/23	CONSECO	GENERAL FUND	NON-DEPARTMENTAL	2.64
	12/21/23	CONSECO	SEWER FUND	NON-DEPARTMENTAL	2.35
	12/21/23	CONSECO	GOLF FUND	NON-DEPARTMENTAL	0.73
	12/21/23	CONSECO	ELECTRIC FUND	NON-DEPARTMENTAL	15.32
	12/21/23	CONSECO	WATER FUND	NON-DEPARTMENTAL	5.09
	12/21/23	CONSECO	LIQUOR FUND	NON-DEPARTMENTAL	2.50
	12/21/23	CONSECO	WELLNESS CENTER	NON-DEPARTMENTAL	<u>0.73</u>
				TOTAL:	29.36
WEBER'S WADENA HARDWARE	12/18/23	WEBER'S WADENA HARDWARE	GENERAL FUND	PLANNING & ZONING	27.88
	12/08/23	WEBER'S WADENA HARDWARE	GENERAL FUND	CITY HALL MAINTENANCE	54.99

<u>VENDOR NAME</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
	12/08/23	WEBER'S WADENA HARDWARE	GENERAL FUND	POLICE DEPARTMENT	54.99
	12/31/23	WEBER'S WADENA HARDWARE	GENERAL FUND	STREET SHOP MAINTENANC	20.16
	12/31/23	WEBER'S WADENA HARDWARE	GENERAL FUND	STREET SHOP MAINTENANC	9.49
	12/31/23	WEBER'S WADENA HARDWARE	GENERAL FUND	STREET SHOP MAINTENANC	10.49
	12/31/23	WEBER'S WADENA HARDWARE	GENERAL FUND	STREET SHOP MAINTENANC	21.27
	12/18/23	WEBER'S WADENA HARDWARE	GENERAL FUND	PAVED STREETS	32.47
	12/08/23	WEBER'S WADENA HARDWARE	GENERAL FUND	PAVED STREETS	10.49
	12/31/23	WEBER'S WADENA HARDWARE	GENERAL FUND	STREET EQUIPMENT MNT	8.99
	12/18/23	WEBER'S WADENA HARDWARE	GENERAL FUND	STREET SIGNS/MARKINGS	2.98
	12/31/23	WEBER'S WADENA HARDWARE	GENERAL FUND	STREET CLEANING	31.47
	12/31/23	WEBER'S WADENA HARDWARE	GENERAL FUND	STREET CLEANING	27.98
	12/18/23	WEBER'S WADENA HARDWARE	GENERAL FUND	CAMPGROUND	62.20
	12/31/23	WEBER'S WADENA HARDWARE	GENERAL FUND	PARKS	99.95
	12/31/23	WEBER'S WADENA HARDWARE	GENERAL FUND	PARKS	74.99
	12/31/23	WEBER'S WADENA HARDWARE	GENERAL FUND	PARKS	44.41
	12/18/23	WEBER'S WADENA HARDWARE	GENERAL FUND	PARKS	31.99
	12/18/23	WEBER'S WADENA HARDWARE	GENERAL FUND	PARKS	25.78
	12/18/23	WEBER'S WADENA HARDWARE	GENERAL FUND	PARKS	6.43
	12/18/23	WEBER'S WADENA HARDWARE	GENERAL FUND	PARKS	17.90
	12/08/23	WEBER'S WADENA HARDWARE	GENERAL FUND	PARKS	16.76
	12/18/23	WEBER'S WADENA HARDWARE	GENERAL FUND	PARKS	41.93
	12/18/23	WEBER'S WADENA HARDWARE	GENERAL FUND	PARKS	39.99
	12/18/23	WEBER'S WADENA HARDWARE	GENERAL FUND	PARKS	9.29
	12/08/23	WEBER'S WADENA HARDWARE	GENERAL FUND	LIBRARY	54.99
	12/31/23	WEBER'S WADENA HARDWARE	GENERAL FUND	AIRPORT	13.68
	12/08/23	WEBER'S WADENA HARDWARE	GENERAL FUND	AIRPORT	16.99
	12/31/23	WEBER'S WADENA HARDWARE	SEWER FUND	SANITARY SEWER MAINTEN	10.00
	12/18/23	WEBER'S WADENA HARDWARE	SEWER FUND	SANITARY SEWER MAINTEN	62.99
	12/31/23	WEBER'S WADENA HARDWARE	SEWER FUND	WASTEWATER TREATMENT P	236.26
	12/18/23	WEBER'S WADENA HARDWARE	GOLF FUND	COURSE MAINTENANCE EXP	42.02
	12/18/23	WEBER'S WADENA HARDWARE	GOLF FUND	COURSE MAINTENANCE EXP	40.79
	12/18/23	WEBER'S WADENA HARDWARE	GOLF FUND	COURSE MAINTENANCE EXP	57.94
	12/18/23	WEBER'S WADENA HARDWARE	GOLF FUND	COURSE MAINTENANCE EXP	38.59
	12/18/23	WEBER'S WADENA HARDWARE	GOLF FUND	COURSE MAINTENANCE EXP	19.22
	12/18/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	OPER - UG LINE EXPENSE	23.17
	12/08/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	OPER - UG LINE EXPENSE	12.55
	12/31/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	MNT - UG LINES	41.83
	12/08/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	MNT - UG LINES	10.20
	12/08/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	MNT - UG LINES	19.30
	12/18/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	MNT - UG LINES	4.27
	12/31/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	MNT - ST LIGHTS & SIGN	55.81
	12/31/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	MNT - ST LIGHTS & SIGN	9.00
	12/31/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	MNT - ST LIGHTS & SIGN	7.95
	12/31/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	NON UTILITY ACCT EXP	27.46
	12/31/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	NON UTILITY ACCT EXP	28.47
	12/08/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	NON UTILITY ACCT EXP	32.20
	12/08/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	NON UTILITY ACCT EXP	17.71
	12/08/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	NON UTILITY ACCT EXP	32.20
	12/18/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	MNT OF GENERAL PLANT	5.36
	12/18/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	MNT OF GENERAL PLANT	21.46
	12/18/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	MNT OF GENERAL PLANT	32.18
	12/08/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	3.14
	12/18/23	WEBER'S WADENA HARDWARE	ELECTRIC FUND	TRUCK & EQUIPMENT MNT	7.51
	12/31/23	WEBER'S WADENA HARDWARE	WATER FUND	WTR PURIFICATION EXPEN	12.86
	12/18/23	WEBER'S WADENA HARDWARE	WATER FUND	WTR DISTRIBUTION EXPEN	9.96
	12/18/23	WEBER'S WADENA HARDWARE	WATER FUND	WTR DISTRIBUTION EXPEN	8.49

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/08/23	WEBER'S WADENA HARDWARE	WATER FUND	WTR DISTRIBUTION EXPEN	10.79
	12/08/23	WEBER'S WADENA HARDWARE	WATER FUND	WTR DISTRIBUTION EXPEN	14.98
	12/18/23	WEBER'S WADENA HARDWARE	WATER FUND	METER READING & EXPENS	<u>18.78</u>
				TOTAL:	1,846.37
WEST CENTRAL TELEPHONE	12/08/23	WEST CENTRAL TELEPHONE	GENERAL FUND	LEGISLATIVE	251.48
	12/08/23	WEST CENTRAL TELEPHONE	GENERAL FUND	PLANNING & ZONING	150.74
	12/08/23	WEST CENTRAL TELEPHONE	GENERAL FUND	CITY HALL MAINTENANCE	64.87
	12/08/23	WEST CENTRAL TELEPHONE	GENERAL FUND	POLICE DEPARTMENT	4.00
	12/08/23	WEST CENTRAL TELEPHONE	GENERAL FUND	FIRE DEPARTMENT	20.50
	12/08/23	WEST CENTRAL TELEPHONE	GENERAL FUND	GENERAL ROADWAY MAINTENANCE	50.00
	12/08/23	WEST CENTRAL TELEPHONE	GENERAL FUND	STREET SHOP MAINTENANCE	33.00
	12/08/23	WEST CENTRAL TELEPHONE	GENERAL FUND	STREET SHOP MAINTENANCE	50.00
	12/08/23	WEST CENTRAL TELEPHONE	GENERAL FUND	PARKS	25.00
	12/08/23	WEST CENTRAL TELEPHONE	GENERAL FUND	DEVELOPMENT AUTHORITY	125.74
	12/08/23	WEST CENTRAL TELEPHONE	SEWER FUND	WASTEWATER TREATMENT P	154.74
	12/08/23	WEST CENTRAL TELEPHONE	SEWER FUND	WASTEWATER TREATMENT P	125.00
	12/08/23	WEST CENTRAL TELEPHONE	GOLF FUND	ADMIN & GENERAL	4.00
	12/08/23	WEST CENTRAL TELEPHONE	GOLF FUND	ADMIN & GENERAL	230.68
	12/08/23	WEST CENTRAL TELEPHONE	ELECTRIC FUND	ADMIN & GENERAL	387.33
	12/08/23	WEST CENTRAL TELEPHONE	ELECTRIC FUND	ADMIN & GENERAL	87.00
	12/08/23	WEST CENTRAL TELEPHONE	ELECTRIC FUND	ADMIN & GENERAL	48.41
	12/08/23	WEST CENTRAL TELEPHONE	ELECTRIC FUND	ADMIN & GENERAL	203.00
	12/08/23	WEST CENTRAL TELEPHONE	WATER FUND	ADMIN & GENERAL	142.24
	12/08/23	WEST CENTRAL TELEPHONE	LIQUOR FUND	MANAGER EXPENSES	4.00
	12/18/23	WEST CENTRAL TELEPHONE	LIQUOR FUND	BUILDING MAINTENANCE	14.20
	12/08/23	WEST CENTRAL TELEPHONE	WELLNESS CENTER	ADMIN & GENERAL	97.87
	12/08/23	WEST CENTRAL TELEPHONE	WELLNESS CENTER	ADMIN & GENERAL	<u>363.99</u>
				TOTAL:	2,637.79
ZIEGLER INC	12/18/23	ZIEGLER INC	GENERAL FUND	UNPAVED STREETS/ALLEYS	<u>481.74</u>
				TOTAL:	481.74
**PAYROLL EXPENSES	12/01/2023 - 12/31/2023		GENERAL FUND	MAYOR AND COUNCIL	2,316.67
			GENERAL FUND	CITY ADMINISTRATOR	2,631.44
			GENERAL FUND	ACCOUNTING	7,274.02
			GENERAL FUND	PLANNING & ZONING	5,102.91
			GENERAL FUND	CITY HALL MAINTENANCE	1,079.16
			GENERAL FUND	POLICE DEPARTMENT	61,822.77
			GENERAL FUND	FIRE DEPARTMENT	1,393.98
			GENERAL FUND	GENERAL ROADWAY MAINTENANCE	3,830.90
			GENERAL FUND	STREET SHOP MAINTENANCE	1,029.60
			GENERAL FUND	PAVED STREETS	404.32
			GENERAL FUND	UNPAVED STREETS/ALLEYS	2,093.73
			GENERAL FUND	SNOW & ICE REMOVAL	2,969.21
			GENERAL FUND	STREET EQUIPMENT MNT	3,733.34
			GENERAL FUND	STREET SIGNS/MARKINGS	130.55
			GENERAL FUND	STORM SEWERS	759.68
			GENERAL FUND	STREET CLEANING	978.64
			GENERAL FUND	WASTE (REFUSE) COLLECT	90.99

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
**PAYROLL EXPENSES			GENERAL FUND	CAMPGROUND	617.39
			GENERAL FUND	PARKS	10,632.58
			GENERAL FUND	LIBRARY	891.48
			GENERAL FUND	AIRPORT	3,281.05
			GENERAL FUND	DEVELOPMENT AUTHORITY	4,635.45
			SEWER FUND	SANITARY SEWER MAINTEN	2,907.14
			SEWER FUND	SWR EQUIPMENT MAINTENA	545.62
			SEWER FUND	SWR LIFT STATIONS	551.58
			SEWER FUND	WASTEWATER TREATMENT P	9,637.30
			SEWER FUND	ADMIN & GENERAL	1,900.80
			GOLF FUND	COURSE MAINTENANCE EXP	75.00
			GOLF FUND	ADMIN & GENERAL	6,237.41
			ELECTRIC FUND	WORK ORDERS	7,735.23
			ELECTRIC FUND	OPER - SUPERVISION & E	2,301.56
			ELECTRIC FUND	OPER - LOAD MGMNT EXPE	767.36
			ELECTRIC FUND	OPER - OH LINE EXPENSE	230.20
			ELECTRIC FUND	OPER - UG LINE EXPENSE	230.20
			ELECTRIC FUND	OPER - MISC. DIS. EXPE	966.93
			ELECTRIC FUND	MNT - SUPERVISION	2,378.20
			ELECTRIC FUND	MNT - STATION EQUIPMEN	1,120.43
			ELECTRIC FUND	MNT - OH LINES	1,265.22
			ELECTRIC FUND	MNT - UG LINES	5,526.48
			ELECTRIC FUND	MNT - ST LIGHTS & SIGN	4,123.79
			ELECTRIC FUND	CUSTOMER ACCT EXP SUPV	2,053.67
			ELECTRIC FUND	METER READING EXPENSE	1,434.06
			ELECTRIC FUND	CUSTOMER RECORDS	5,264.07
			ELECTRIC FUND	ENERGY CONSERVATION	231.60
			ELECTRIC FUND	ADMIN & GENERAL	9,463.37
			ELECTRIC FUND	SCHOOLS, MTGS & TRAVEL	231.60
			ELECTRIC FUND	SAFETY TRAINING	41.31
			ELECTRIC FUND	NON UTILITY ACCT EXP	5,041.28
			ELECTRIC FUND	MNT OF GENERAL PLANT	634.56
			ELECTRIC FUND	TRUCK & EQUIPMENT MNT	2,029.85
			WATER FUND	POWER & PUMPING EXPENS	322.32
			WATER FUND	WTR PURIFICATION EXPEN	6,274.74
			WATER FUND	WTR DISTRIBUTION EXPEN	369.78
			WATER FUND	ADMIN & GENERAL	3,489.06
			WATER FUND	HYDRANT MAINTENANCE	191.66
			WATER FUND	METER READING & EXPENS	1,362.03
			WATER FUND	CUSTOMER SERVICE EXPEN	1,543.30
			WATER FUND	WTR TRUCK & EQUIPMENT	169.68
			LIQUOR FUND	MANAGER EXPENSES	7,152.28
			LIQUOR FUND	CASHIER EXPENSES	13,680.58
			WELLNESS CENTER	POOL EXPENSES	9,915.20
			WELLNESS CENTER	THERAPY POOL	1,830.77
			WELLNESS CENTER	FITNESS EXPENSES	5,492.32
			WELLNESS CENTER	ADMIN & GENERAL	6,280.13
				TOTAL:	250,699.53

<u>VENDOR NAME</u>	<u>DATE</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
===== FUND TOTALS =====					
101		GENERAL FUND	302,557.76		
207		WDA REVOLVING LOAN FUND	179.48		
208		WDA LOAN FUND	2.30		
209		UNRESTRICTED MIF RLF	9.19		
210		MIF REVOLVING LOAN FUND	2.30		
211		MIF RLF #2	62.01		
212		SCDG COMMERCIAL FUND	5.36		
214		SCDG HOUSING FUND	3.78		
216		INNOVATIVE MIF RLF	3.06		
217		KERN MIF LOAN	3.06		
315		G.O. REFUNDING BONDS 2012	6.89		
316		PFA NOTES OF 2015	156.19		
370		KERN TECHNOLOGY TIF 1-11	14,844.00		
375		HADC - TIF 1-18	19,782.13		
389		ROACH - TIF 1-10	6,536.22		
401		CAPITAL PROJECTS FUND	31,973.50		
404		SEWER/WATER CIP	2,879.68		
601		SEWER FUND	61,099.94		
602		GOLF FUND	14,851.20		
603		ELECTRIC FUND	416,230.15		
604		WATER FUND	41,779.17		
605		LIQUOR FUND	176,195.04		
606		WELLNESS CENTER	56,333.48		

GRAND TOTAL:			1,145,495.89		

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Wadena
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 12/01/2023 THRU 12/31/2023

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 12/01/2023 THRU 12/31/2023

PRINT OPTIONS

PRINT DATE: Check Date
SEQUENCE: By Vendor Name
DESCRIPTION: Item
GL ACCTS: NO
REPORT TITLE: 12-31-2023 FOR COUNCIL PRELIMINARY
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: NO
INCLUDE OPEN ITEM:NO

ADMINISTRATORS REPORT
AS OF: DECEMBER 31ST, 2023

101-GENERAL FUND

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR YEAR YEAR TO DATE
<u>REVENUES</u>						
TOTAL RECEIPTS	3,230,815.00	1,202,081.11	3,747,253.74	115.98 (	516,438.74)	3,138,560.50
TRANSFERS FROM OTH. FUNDS	<u>445,000.00</u>	<u>37,084.00</u>	<u>445,000.00</u>	<u>100.00</u>	<u>0.00</u>	<u>445,000.00</u>
TOTAL REVENUES	3,675,815.00	1,239,165.11	4,192,253.74	114.05 (	516,438.74)	3,583,560.50
<u>EXPENDITURES</u>						
GENERAL GOVERNMENT	174,875.00	10,845.80	151,144.67	86.43	23,730.33	153,079.92
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
MAYOR & COUNCIL	33,870.00	2,842.78	30,614.67	90.39	3,255.33	30,409.02
ADMINIST. & ACCOUNTING	189,045.00	13,452.69	181,640.85	96.08	7,404.15	209,139.69
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
PLANNING & ZONING	100,990.00	6,607.97	99,912.67	98.93	1,077.33	103,780.87
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
POLICE DEPARTMENT	1,178,555.00	92,850.89	1,239,420.76	105.16 (	60,865.76)	1,133,598.88
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
FIRE DEPARTMENT	180,480.00	40,616.95	233,634.37	129.45 (	53,154.37)	151,203.78
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
STREET DEPARTMENT	691,435.00	31,037.74	697,804.17	100.92 (	6,369.17)	693,024.39
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
CAMPGROUND	28,760.00	1,359.92	25,504.55	88.68	3,255.45	25,693.85
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
PARKS & RECREATION	279,220.00	25,289.38	241,675.79	86.55	37,544.21	243,698.50
CAPITAL OUTLAY	0.00	0.00	9,216.00	0.00 (	9,216.00)	7,757.00
PARK ADVISORY BOARD	4,100.00	0.00	3,890.00	94.88	210.00	3,340.00
DEVELOPMENT AUTHORITY	96,695.00	6,438.84	92,827.88	96.00	3,867.12	93,425.30
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
LIBRARY	118,780.00	6,263.40	120,354.81	101.33 (	1,574.81)	109,320.34
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
SHADE TREE EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
AIRPORT	95,430.00	14,156.01	124,830.00	130.81 (	29,400.00)	89,036.94
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	168,710.00
ALL OTHER EXPENSES	<u>166,030.00</u>	<u>14,725.37</u>	<u>350,073.17</u>	<u>210.85 (</u>	<u>184,043.17)</u>	<u>168,711.52</u>
TOTAL OPERATING EXPENSES	3,338,265.00	266,487.74	3,602,544.36	107.92 (	264,279.36)	3,215,220.00
NET INCOME	<u>337,550.00</u>	<u>972,677.37</u>	<u>589,709.38</u>	<u>(</u>	<u>252,159.38)</u>	<u>368,340.50</u>
<u>MISCELLANEOUS</u>						
CASH & INVESTMENTS	0.00	981,490.83	2,276,437.05	0.00 (	2,276,437.05)	2,042,366.71

ADMINISTRATORS REPORT
AS OF: DECEMBER 31ST, 2023

601-SEWER FUND

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR YEAR YEAR TO DATE
<u>OPERATING REVENUE</u>						
SERVICE REVENUE	1,209,600.00	82,501.79	1,151,100.30	95.16	58,499.70	1,124,936.30
CUSTOMER SERVICES	2,000.00	0.00	1,512.00	75.60	488.00	2,750.00
MISC. OPERATING REVENUE	1,000.00	0.00	532.80	53.28	467.20	629.48
TRANSFERS FROM RESERVES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING REVENUES	1,212,600.00	82,501.79	1,153,145.10	95.10	59,454.90	1,128,315.78
<u>OPERATING EXPENSES</u>						
SANITARY SEWER MAINT.	85,330.00	12,366.10	80,112.75	93.89	5,217.25	64,744.24
SEWER EQUIPMENT MAINT.	8,970.00	721.27	4,311.56	48.07	4,658.44	2,758.57
SEWER LIFT STATIONS	31,290.00	849.17	25,893.47	82.75	5,396.53	26,907.30
WASTEWATER TREAT. PLANT	533,425.00	27,655.41	453,497.87	85.02	79,927.13	515,315.91
ADMINISTRATION & GENERAL	42,335.00	2,469.87	36,966.49	87.32	5,368.51	41,513.54
DEPRECIATION EXPENSE	500,000.00	41,700.00	500,400.00	100.08	(400.00)	502,529.53
TOTAL OPERATING EXPENSES	1,201,350.00	85,761.82	1,101,182.14	91.66	100,167.86	1,153,769.09
OPERATING INCOME	11,250.00	(3,260.03)	51,962.96		(40,712.96)	(25,453.31)
<u>OTHER INCOME (LOSS)</u>						
INTEREST	2,000.00	0.00	14,020.24	701.01-	16,020.24	(9,756.26)
BOND INTEREST	(51,573.00)	0.00	51,572.82	100.00	(0.18)	(55,152.31)
SPECIAL ASSESSMENTS	29,400.00	2,720.76	33,215.84	112.98	(3,815.84)	36,323.62
TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NET INCOME	(8,923.00)	(539.27)	19,585.74		(28,508.74)	(54,038.26)
<u>MISCELLANEOUS</u>						
BOND PRINCIPAL	471,000.00	0.00	471,000.00	100.00	0.00	0.00
CAPITAL	57,000.00	14,342.45	94,348.95	165.52	(37,348.95)	0.00
CASH & INVESTMENTS	0.00	38,897.15	(2,242,386.74)	0.00	2,242,386.74	(2,413,803.04)

ADMINISTRATORS REPORT
AS OF: DECEMBER 31ST, 2023

602-GOLF FUND

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR YEAR YEAR TO DATE
OPERATING REVENUE						
PRO MERCHANDISE SALES	35,000.00	0.00	37,355.95	106.73 (	2,355.95)	29,385.26
CLOTHING SALES	24,000.00	0.00	23,176.39	96.57	823.61	22,125.85
LIQUOR & BEER SALES	86,400.00	0.00	75,357.82	87.22	11,042.18	73,594.80
FOOD SALES	31,000.00	0.00	36,963.67	119.24 (	5,963.67)	29,229.63
LESS INVENTORY PURCHASES	91,000.00	424.00	99,815.89	109.69 (	8,815.89)	84,222.53
GROSS PROFIT	85,400.00 (	424.00)	73,037.94	85.52	12,362.06	70,113.01
MEMBERSHIP FEES	88,450.00	0.00	77,367.64	87.47	11,082.36	39,784.68
COURSE RENTAL	45,000.00	0.00	47,982.52	106.63 (	2,982.52)	38,662.15
CAR STORAGE & LOCKERS	15,300.00	0.00	15,015.00	98.14	285.00	14,856.62
SCHOOL LEASES	3,500.00	0.00	3,000.00	85.71	500.00	3,000.00
TOURNAMENT INCOME	500.00	0.00	1,095.00	219.00 (	595.00)	413.00
RENTAL INCOME	104,000.00	0.00	114,746.31	110.33 (	10,746.31)	97,823.19
RANGE INCOME	12,000.00	0.00	13,379.85	111.50 (	1,379.85)	11,297.80
GREEN FEES	62,715.00	0.00	86,637.08	138.14 (	23,922.08)	59,594.30
OTHER INCOME & HANDICAPS	2,890.00	0.00	8,876.52	307.15 (	5,986.52)	3,890.00
TOTAL OPERATING REVENUES	419,755.00 (	424.00)	441,137.86	105.09 (	21,382.86)	339,434.75
OPERATING EXPENSES						
COURSE EXPENSES	157,535.00	2,818.23	181,943.63	115.49 (	24,408.63)	168,247.69
CLUBHOUSE & ADMINIST.	214,545.00	9,859.03	257,253.31	119.91 (	42,708.31)	236,251.44
DEPRECIATION EXPENSE	39,150.00	3,262.00	39,144.00	99.98	6.00	42,366.42
TOTAL OPERATING EXPENSES	411,230.00	15,939.26	478,340.94	116.32 (	67,110.94)	446,865.55
OPERATING INCOME	8,525.00 (	16,363.26)	37,203.08)		45,728.08 (	107,430.80)
NONOPERATING ITEMS & TRANSFERS						
INTEREST EARNINGS	0.00	76.94	1,606.74	0.00 (	1,606.74)	3,228.88
NON OPERATING MISC. EXP.	0.00	0.00	0.00	0.00	0.00	0.00
GAIN/LOSS ON SALE OF ASST	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NET INCOME	8,525.00 (	16,286.32)	35,596.34)		44,121.34 (	104,201.92)
MISCELLANEOUS						
CAPITAL OUTLAY	63,000.00	0.00	42,971.59	68.21	20,028.41	11,835.00
CASH & INVESTMENTS	0.00 (	12,364.36)	84,838.75	0.00	84,838.75	149,237.04

Preliminary
CITY OF WADENA
ADMINISTRATORS REPORT

AS OF: DECEMBER 31ST, 2023

603-ELECTRIC FUND

SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR YEAR YEAR TO DATE
<u>OPERATING REVENUE</u>						
ELECTRIC SERVICE REVENUE	5,977,850.00	464,231.72	5,882,945.61	98.41	94,904.39	5,944,806.78
OTHER SERVICE REVENUE	<u>118,000.00</u>	<u>9,233.26</u>	<u>214,432.09</u>	<u>181.72</u> (	<u>96,432.09)</u>	<u>220,045.45</u>
TOTAL OPERATING REVENUE	6,095,850.00	473,464.98	6,097,377.70	100.03 (	1,527.70)	6,164,852.23
<u>OPERATING EXPENSE</u>						
PURCHASED POWER COSTS	3,414,000.00	281,824.30	3,087,035.53	90.42	326,964.47	2,879,059.52
OPERATION EXPENSE	126,045.00	9,259.06	93,208.10	73.95	32,836.90	93,467.87
MAINTENANCE EXPENSE	394,436.00	85,010.08	367,467.57	93.16	26,968.43	501,777.34
CUSTOMER ACCOUNTS EXPENSE	54,473.00	2,811.35	35,556.98	65.27	18,916.02	40,048.49
METER READING EXPENSE	29,983.00	2,000.05	28,566.49	95.28	1,416.51	28,341.43
CUSTOMER RECORDS	116,746.00	18,937.14	129,448.28	110.88 (	12,702.28)	106,751.78
ADMINISTRATION & GENERAL	416,483.00	19,094.54	373,108.50	89.59	43,374.50	319,422.68
SCHOOLS, MEETINGS & TRAVEL	17,093.00	264.64	5,056.19	29.58	12,036.81	2,635.91
SAFETY TRAINING	27,750.00	69.34	13,178.50	47.49	14,571.50	11,731.86
NON UTILITY EXPENSES	25,175.00	13,047.11	28,005.86	111.24 (	2,830.86)	21,491.31
PLANT MAINTENANCE	62,146.00	1,764.95	27,371.21	44.04	34,774.79	51,558.26
EQUIPMENT MAINTENANCE	46,013.00	3,535.48	40,115.13	87.18	5,897.87	27,917.35
DEPRECIATION EXPENSE	<u>550,000.00</u>	<u>45,086.00</u>	<u>541,032.00</u>	<u>98.37</u>	<u>8,968.00</u>	<u>542,202.08</u>
TOTAL OPERATING EXPENSES	5,280,343.00	482,704.04	4,769,150.34	90.32	511,192.66	4,626,405.88
TOTAL OPERATING INCOME	815,507.00 (	9,239.06)	1,328,227.36	162.87 (	512,720.36)	1,538,446.35
<u>NONOPERATING ITEMS & TRANSFERS</u>						
INTEREST EARNINGS	80,000.00 (	343.93)	8,491.71	10.61	71,508.29 (	367,930.57)
BOND INTEREST & FEES	23,335.00	0.00	23,335.00	100.00	0.00	24,375.08
DEPOSIT INTEREST	1,500.00	6,044.34	7,795.70	519.71 (	6,295.70)	247.32
TRANSFERS	425,000.00	127,084.00	425,000.00	100.00	0.00	1,150,000.00
TOTAL NET INCOME	445,672.00 (	142,711.33)	880,588.37	197.59 (	434,916.37)	4,106.62)
<u>MISCELLANEOUS</u>						
BOND PAYMENT PRINCIPAL	(60,000.00)	0.00 (	60,000.00)	100.00	0.00	0.00
WORK ORDER C.W.I.P.	120,860.00	9,823.24	130,248.80	107.77 (	9,388.80)	0.00
INVENTORY PURCHASES	80,000.00 (	91,052.36)	32,354.19)	40.44-	112,354.19 (	165,020.65)
CAPITAL OUTLAY	690,000.00	135,676.14	192,173.50	27.85	497,826.50	0.00
CASH & INVESTMENTS	0.00 (	47,930.57)	6,986,070.16	0.00 (	6,986,070.16)	6,059,940.69

Preliminary
CITY OF WADENA
ADMINISTRATORS REPORT
AS OF: DECEMBER 31ST, 2023

604-WATER FUND

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR YEAR YEAR TO DATE
<u>OPERATING REVENUE</u>						
WATER SERVICE REVENUE	691,460.00	54,480.25	789,926.28	114.24 (	98,466.28)	746,073.82
OTHER SERVICE REVENUE	81,742.00	388.95	85,267.63	104.31 (	3,525.63)	102,639.11
TOTAL OPERATING REVENUE	773,202.00	54,869.20	875,193.91	113.19 (	101,991.91)	848,712.93
<u>OPERATING EXPENSES</u>						
SOURCE OF SUPPLY EXPENSE	2,085.00	0.00	220.16	10.56	1,864.84	990.77
POWER & PUMPING EXPENSE	142,380.00	1,043.25	80,567.66	56.59	61,812.34	169,918.64
PURIFICATION EXPENSE	149,030.00	10,562.77	152,533.45	102.35 (	3,503.45)	138,732.88
DISTRIBUTION EXPENSE	81,560.00	9,351.19	68,467.69	83.95	13,092.31	50,392.49
ADMINISTRATION & GENERAL	113,400.00	4,558.66	101,382.61	89.40	12,017.39	99,472.67
FIRE HYDRANT EXPENSE	20,595.00	217.60	12,849.97	62.39	7,745.03	14,003.30
METER READING EXPENSE	17,935.00	4,341.96	18,396.03	102.57 (	461.03)	16,098.57
CUSTOMER SERVICE EXPENSE	44,960.00	2,072.24	31,544.92	70.16	13,415.08	45,401.44
EQUIPMENT & MAINTENANCE	8,470.00	4,409.69	14,431.45	170.38 (	5,961.45)	9,621.78
DEPRECIATION EXPENSE	240,000.00	21,681.00	260,172.00	108.41 (	20,172.00)	223,711.05
TOTAL OPERATING EXPENSES	820,415.00	58,238.36	740,565.94	90.27	79,849.06	768,343.59
OPERATING INCOME	(47,213.00)	(3,369.16)	134,627.97	(	181,840.97)	80,369.34
<u>NONOPERATING ITEMS & TRANSFERS</u>						
INTEREST EARNINGS	5,000.00	473.43	5,090.64	101.81 (	90.64)	10,109.33
BOND INTEREST & FEES	20,470.00	0.00	20,470.00	100.00	0.00	24,853.66
SPECIAL ASSESSMENTS	26,550.00	2,457.47	30,001.40	113.00 (	3,451.40)	34,117.18)
TRANSFER OUT	75,000.00	0.00	75,000.00	100.00	0.00	20,000.00
TOTAL NET INCOME	(111,133.00)	(438.26)	74,250.01	(	185,383.01)	79,742.19
<u>MISCELLANEOUS</u>						
BOND PRINCIPAL PAYMENTS	247,000.00	0.00	247,000.00	100.00	0.00	0.00
WORK ORDER C.W.I.P.	0.00	0.00	0.00	0.00	0.00	0.00
INVENTORY PURCHASES	10,000.00	1,951.09	2,172.62	21.73	7,827.38 (	2,493.70)
BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	159,500.00	17,655.36	41,132.36	25.79	118,367.64	0.00
CASH & INVESTMENTS	0.00	127,613.29	670,760.86	0.00 (	670,760.86)	337,262.82

Preliminary
CITY OF WADENA
ADMINISTRATORS REPORT
AS OF: DECEMBER 31ST, 2023

605-LIQUOR FUND

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR YEAR YEAR TO DATE
<u>OPERATING REVENUE</u>						
LIQUOR & WINE SALES	1,250,000.00	142,195.90	1,235,875.74	98.87	14,124.26	1,202,879.17
BEER SALES	1,450,000.00	122,226.77	1,511,905.29	104.27 (	61,905.29)	1,412,780.96
MIX SALES	65,000.00	5,698.67	67,338.39	103.60 (	2,338.39)	64,863.44
CIGARETTE SALES	28,000.00	2,768.75	31,154.95	111.27 (	3,154.95)	28,358.00
MISC. OPERATING REVENUE	0.00 (	3.00) (	1,704.92)	0.00	1,704.92	117.92
LESS INVENTORY PURCHASES	<u>2,077,000.00</u>	<u>93,046.54</u>	<u>2,018,345.89</u>	<u>97.18</u>	<u>58,654.11</u>	<u>1,994,869.68</u>
 TOTAL OPERATING REVENUES	 716,000.00	 179,840.55	 826,223.56	 115.39 (	 110,223.56)	 714,129.81
<u>OPERATING EXPENSES</u>						
ADMINISTRATION	197,447.00	12,644.02	191,354.63	96.91	6,092.37	206,061.54
OPERATING & MAINTENANCE	215,146.00	18,564.69	240,199.64	111.64 (	25,053.64)	223,311.63
DEPRECIATION EXPENSE	<u>16,000.00</u>	<u>1,318.00</u>	<u>15,816.00</u>	<u>98.85</u>	<u>184.00</u>	<u>16,108.20</u>
 TOTAL OPERATING EXPENSES	 428,593.00	 32,526.71	 447,370.27	 104.38 (	 18,777.27)	 445,481.37
 OPERATING INCOME	 <u>287,407.00</u>	 <u>147,313.84</u>	 <u>378,853.29</u>	 (	 <u>91,446.29)</u>	 <u>268,648.44</u>
<u>NONOPERATING ITEMS & TRANSFERS</u>						
INTEREST EARNINGS	8,000.00	602.01	4,768.24	59.60	3,231.76 (	16,020.27)
TRANSFERS OUT	180,000.00	10,000.00	120,000.00	66.67	60,000.00	120,000.00
 TOTAL NET INCOME	 <u>115,407.00</u>	 <u>137,915.85</u>	 <u>263,621.53</u>	 (	 <u>148,214.53)</u>	 <u>132,628.17</u>
<u>MISCELLANEOUS</u>						
CAPITAL OUTLAY	0.00 (	359.37)	14,674.18	0.00 (	14,674.18)	0.00
CASH & INVESTMENTS	0.00	121,174.59	823,455.01	0.00 (	823,455.01)	501,809.68

ADMINISTRATORS REPORT
AS OF: DECEMBER 31ST, 2023

606-WELLNESS CENTER

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR YEAR YEAR TO DATE
<u>OPERATING REVENUE</u>						
SERVICE REVENUE	570,200.00	52,902.83	545,171.14	95.61	25,028.86	538,853.46
TRANSFERS	<u>125,000.00</u>	<u>10,415.00</u>	<u>125,000.00</u>	<u>100.00</u>	<u>0.00</u>	<u>200,000.00</u>
TOTAL OPERATING REVENUES	695,200.00	63,317.83	670,171.14	96.40	25,028.86	738,853.46
<u>OPERATING EXPENSES</u>						
POOL EXPENSES	180,150.00	15,379.26	185,906.33	103.20 (	5,756.33)	166,610.11
THERAPY POOL EXPENSES	35,650.00	2,261.77	30,284.75	84.95	5,365.25	28,968.18
FITNESS EXPENSES	89,080.00	7,899.04	93,225.40	104.65 (	4,145.40)	82,538.04
ADMINISTRATION & GENERAL	386,200.00	24,046.12	355,467.18	92.04	30,732.82	453,024.58
DEPRECIATION EXPENSE	<u>260,000.00</u>	<u>22,040.00</u>	<u>264,480.00</u>	<u>101.72 (</u>	<u>4,480.00)</u>	<u>267,863.89</u>
TOTAL OPERATING EXPENSES	951,080.00	71,626.19	929,363.66	97.72	21,716.34	999,004.80
OPERATING INCOME	<u>(255,880.00)</u>	<u>(8,308.36)</u>	<u>(259,192.52)</u>		<u>3,312.52 (</u>	<u>260,151.34)</u>
<u>OTHER INCOME (LOSS)</u>						
INTEREST EARNINGS	0.00	0.00 (	299.88)	0.00	299.88 (	968.93)
INTEREST EXPENSE	0.00	257.51	2,925.11	0.00 (	2,925.11)	2,004.73
TOTAL NET INCOME	<u>(255,880.00)</u>	<u>(8,565.87)</u>	<u>(262,417.51)</u>		<u>6,537.51 (</u>	<u>263,125.00)</u>
<u>MISCELLANEOUS</u>						
CASH & INVESTMENTS	0.00	25,129.98 (	162,435.64)	0.00	162,435.64 (	207,394.30)
PROGRAMMING MONIES	0.00	0.00	919.86	0.00 (	919.86)	919.86
CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00

PAYROLL NO#: 01 Wad

PAY CODES: Include: OT

DATES: 12/01/2023 THRU 12/31/2023

EMP NO#	----- NAME -----	NO# TIMES PAID	HOURS	AMOUNT
01-0138		2	8.00	328.44
01-0140		2	10.00	477.15
01-0142		1	8.50	322.19
01-0144		2	3.50	143.70
01-0148		1	10.50	435.33
01-0256		1	10.00	427.20
01-0258		1	12.00	507.60
01-0361		2	12.50	556.69
01-0362		1	11.50	572.36
01-0363		1	23.00	1,104.35
01-0366		1	11.50	572.36
01-0375		1	1.00	49.77
01-0621		1	8.00	328.56
01-0622		1	6.00	306.54
01-0625		2	8.00	438.15
01-0695		2	12.00	743.62
01-0698		1	6.00	308.70
01-0745		1	1.75	57.51
01-0796		1	9.00	345.74
01-0974		2	6.00	127.62
01-0978		1	4.00	85.08
01-0981		2	7.00	148.89
01-0993		2	7.00	148.89
*** REPORT TOTALS ***		32	196.75	8,536.44

*** G/L ACCOUNT TOTALS ***

G/L ACCOUNT	ACCOUNT NAME	AMOUNT	HOURS
101 41530-101	SALARIES FULL TIME REGULAR	36.22	1.10
101 42100-102	SALARIES FULL TIME OVERTIME	2,855.53	59.50
101 42200-102	SALARIES FULL TIME OVERTIME	425.40	20.00
101 42200-103	SALARIES PART TIME REGULAR	85.08	4.00
101 43125-102	SALARIES FULL TIME OVERTIME	1,256.10	29.50
101 45200-102	SALARIES FULL TIME OVERTIME	42.72	1.00
*** FUND 101 TOTALS ***		4,701.05	115.10
601 49470-102	SALARIES FULL TIME OVERTIME	42.72	1.00
601 49480-101	SALARIES FULL TIME REGULAR	82.11	2.00
601 49480-102	SALARIES FULL TIME OVERTIME	1,173.57	28.00
601 49490-101	SALARIES FULL TIME REGULAR	2.88	0.09
*** FUND 601 TOTALS ***		1,301.28	31.09
603 49588-102	SALARIES FULL TIME OVERTIME	966.93	18.00
603 49592-102	SALARIES FULL TIME OVERTIME	418.16	8.00
603 49920-101	SALARIES FULL TIME REGULAR	15.53	0.47
*** FUND 603 TOTALS ***		1,400.62	26.47

PAYROLL NO#: 01 Wad

PAY CODES: Include: OT

DATES: 12/01/2023 THRU 12/31/2023

*** G/L ACCOUNT TOTALS ***

G/L ACCOUNT	ACCOUNT NAME	AMOUNT	HOURS
604 49405-102	SALARIES FULL TIME OVERTIME	322.32	6.00
604 49410-102	SALARIES FULL TIME OVERTIME	418.16	8.00
604 49420-101	SALARIES FULL TIME REGULAR	2.88	0.09
604 49440-102	SALARIES FULL TIME OVERTIME	44.39	1.00
	*** FUND 604 TOTALS ***	787.75	15.09
605 49752-102	SALARIES FULL TIME OVERTIME	345.74	9.00
	*** FUND 605 TOTALS ***	345.74	9.00
	*** GRAND TOTALS ***	8,536.44	196.75

PAYROLL NO#: 01 Wad

PAY CODES: All

FT/PT: PT

DATES: 12/01/2023 THRU 12/31/2023

EMP NO#	----- NAME -----	NO#	TIMES PAID	HOURS	AMOUNT	FT/PT
01-0447		1		20.75	470.20	PT
01-0465		1		44.00	997.04	PT
01-0471		1		12.00	265.32	PT
01-0508		1		12.00	186.36	PT
01-0514		2		80.50	1,094.80	PT
01-0556		2		58.00	874.64	PT
01-0561		1		80.00	516.67	PT
01-0563		1		80.00	450.00	PT
01-0569		1		80.00	450.00	PT
01-0577		1		80.00	450.00	PT
01-0578		1		80.00	450.00	PT
01-0811		2		20.00	332.80	PT
01-0822		2		20.00	326.20	PT
01-0823		2		111.00	1,847.04	PT
01-0833		2		35.00	582.40	PT
01-0974		3		8.00	155.98	PT
01-0978		2		7.00	127.62	PT
01-0981		3		11.00	205.61	PT
01-0983		1			75.00	PT
01-0993		3		11.00	205.61	PT
01-1030		2		34.00	462.40	PT
01-1037		4		101.50	1,469.41	PT
01-1039		2		33.00	396.00	PT
01-1041		1		11.00	128.59	PT
01-1052		5		86.50	1,439.36	PT
01-1059		2		67.50	1,123.20	PT
01-1061		2		20.00	272.00	PT
01-1062		1		3.50	48.09	PT
01-1070		2		86.00	1,276.41	PT
01-1071		2		58.00	756.32	PT
01-1081		2		111.00	1,418.58	PT
01-1086		2		16.75	214.07	PT
01-1087		2		78.50	1,003.23	PT
01-1090		2		80.00	1,360.00	PT
01-1092		2		14.00	172.48	PT
01-1094		2		23.50	274.72	PT
01-1095		1		4.50	52.61	PT
01-1096		2		55.75	696.32	PT
01-1097		2		12.00	140.29	PT
01-1098		1		22.00	257.18	PT
01-1117		2		77.50	954.80	PT
01-1119		2		66.50	830.59	PT
01-1203		1		8.00	125.44	PT

*** REPORT TOTALS ***

79

1,921.25

24,935.38

PAYROLL NO#: 01 Wad

PAY CODES: All

FT/PT: PT

DATES: 12/01/2023 THRU 12/31/2023

*** G/L ACCOUNT TOTALS ***

G/L ACCOUNT	ACCOUNT NAME	AMOUNT	HOURS
101 41110-103	SALARIES PART TIME REGULAR	2,316.67	400.00
101 42100-103	SALARIES PART TIME REGULAR	1,732.56	76.75
101 42200-102	SALARIES FULL TIME OVERTIME	425.40	20.00
101 42200-103	SALARIES PART TIME REGULAR	269.42	17.00
101 42200-321	TELEPHONE	75.00	
	*** FUND 101 TOTALS ***	4,819.05	513.75
605 49752-103	SALARIES PART TIME REGULAR	5,776.44	348.00
	*** FUND 605 TOTALS ***	5,776.44	348.00
606 49390-102	SALARIES OVERTIME	249.17	19.95
606 49390-103	WAGES PART TIME	7,148.82	531.29
606 49391-103	SALARIES PART TIME	991.70	72.62
606 49392-103	SALARIES PART TIME	2,975.10	217.82
606 49394-103	SALARIES PART TIME	2,975.10	217.82
	*** FUND 606 TOTALS ***	14,339.89	1,059.50
	*** GRAND TOTALS ***	24,935.38	1,921.25

**City of Wadena
Regular City Council Minutes
Tuesday, December 12, 2023**

1. Call to Order

The Wadena City Council held a regular meeting on Tuesday, December 12, 2023. Mayor Deiss called the meeting to order at 5:00 p.m.

2. Roll Call

Comprising a quorum of the City Council, the following members were present: George Deiss, Wade Miller, and Dan Sartell. Absent were members Mark Lunde and Jessie Gibbs.

3. Consent Calendar

- A. Claims as Presented for Payment
- B. City Administrator's Monthly Financial Report
- C. City Council Meeting Minutes:
 - 1. November 14, 2023, Regular Meeting
 - 2. November 27, 2023, Special Meeting
- D. Resolution 2023-38: Designating Annual City Elections Polling Place
- E. Resolution 2023-39: Accepting Donations
- F. Action 23-94: Accept Lloyd Lanz Retirement Notice
- G. Action 23-95: Approve Renewing Liquor, Beer, and Wine Licenses
- H. Action 23-96: Approve Renewing Tobacco Licenses
- I. Action 23-97: Approve Renewing Commercial Refuse Licenses
- J. Action 23-98: Approve Renewing Commercial Salvage Licenses
- K. Action 23-99: Approve Renewing Tattoo Licenses
- L. Action 23-100: Approve Renewing Massage Licenses
- M. Action 23-101: Approve Renewing Kennel Licenses

Action Motion: Approved the consent calendar items.

Moved by:	Sartell	Seconded by:	Miller
Roll call vote:	Deiss, Miller, Sartell		

4. Public Hearings

Item A – Astera Health Utilities Extension Project Assessment

CEO Joel Beiswenger was present and had no dispute or questions, being fully aware the assessment was going to occur.

Action Motion: Approved closing the public hearing at 5:08 p.m.

Moved by:	Miller	Seconded by:	Sartell
Vote:	Deiss, Miller, Sartell		

Item B – Miscellaneous Unpaid Utility and Accounts Receivable Assessments

Kathleen Schmitz states she doesn't have the funds to pay the nuisance property cleanup fees. She mentioned she receives assistance; it was suggested she provide the outstanding balance and/or 2024 tax statement to them for payment. If they won't pay, she's still obligated through taxes after the first of the year.

Action Motion: Approved closing the public hearing at 5:09 p.m.

Moved by: Sartell

Seconded by: Miller

Vote: Deiss, Miller, Sartell

5. Unfinished Business

Item A – Action 23-92: Hire Finance Director for Retirement Replacement

Action Motion: Approved hiring Penny Poling, start step, \$34.98 per hour, increase to Step 1 following 3-month progressive employment, probation period, 6-months, part-time starting December 13, 2023, full-time starting February 1, 2024.

Moved by: Miller

Seconded by: Sartell

Vote: Deiss, Miller, Sartell

6. New Business

Item A – Resolution 2023-40: Certifying Astera Health Utility Extension Project Assessment

CEO Joel Beiswenger thanked the city for working with Astera on the project.

Action Motion: Approved Resolution 2023-40, Certifying Astera Health Utility Extension Project Assessment amount of \$3,543,450.00.

Moved by: Sartell

Seconded by: Miller

Roll call vote: Deiss, Miller, Sartell

Item B – Resolution 2023-41: Hwy 10 Underground Utilities Feasibility Report and Setting the Date for Public Hearing

Bolten and Menk provided a preliminary feasibility report with three options. The council chose recommended option 1.

Action Motion: Approved Resolution 2023-41, Hwy 10 Underground Utilities Feasibility Report with Option 1, and Setting the Date for Public Hearing for January 9, 2024.

Moved by: Miller

Seconded by: Sartell

Roll call vote: Deiss, Miller, Sartell

Item C – Resolution 2023-42: 2023 Misc Unpaid Utility and Accounts Receivable Assessments

Action Motion: Approved Resolution 2023-42: 2023 Misc Unpaid Utility and Accounts Receivable Assessments.

Moved by: Sartell

Seconded by: Miller

Roll call vote: Deiss, Miller, Sartell

Item D – Ordinance 247: Adopting the 2024 Fee Schedule

The sewer fund provided two rate structures for consideration. The first proposal is a 10% rate increase on all service charges. The increases wouldn't be enough to support expenses, including depreciation, with a proposed net loss of (\$127,123).

The second is a 20% rate increase on all service charges. The increases would be nearly enough to support expenses, including depreciation, with a proposed net loss of (\$6,163). It was also relayed that a cash deficit exists in the books and needs to be considered. The council chose the 20% rate increase and will review it again during next budget discussions.

Action Motion: Approved Ordinance 247, Adopting the 2024 Fee Schedule with the sewer budget with the 20% rate increase structure.

Moved by:	Sartell	Seconded by:	Miller
Roll call vote:	Deiss, Miller, Sartell		

Item E – Resolution 2023-43: Adopting the Final 2024 Tax Levy

Action Motion: Approved Resolution 2023-43: Adopting the Final 2024 Tax Levy.

Moved by:	Miller	Seconded by:	Sartell
Roll call vote:	Deiss, Miller, Sartell		

Item F – Resolution 2023-44: Adopting a Budget for Fiscal Year Beginning January 1, 2024, and Ending December 31, 2024

Action Motion: Approved Resolution 2023-44: Adopting a Budget for Fiscal Year Beginning January 1, 2024, and Ending December 31, 2024.

Moved by:	Sartell	Seconded by:	Miller
Roll call vote:	Deiss, Miller, Sartell		

Item G – Action 23-102: Hire Part-Time Police Officer Keith Waaraneimi

Action Motion: Approved hiring part-time police officer Keith Waaraneimi.

Moved by:	Miller	Seconded by:	Sartell
Vote:	Deiss, Miller, Sartell		

Item H – Action 23-103: Bad Debt Write-Offs

The city has attempted to collect accounts throughout the year, at year end some are deemed uncollectible. It was asked if the city should use a collection agency. The city has historically not as it keeps the amounts on record and collects when the debtor is found or moves. This way the city receives all or most of the debt, rather than losing some principal to a collection agency.

Action Motion: Approved writing off bad debt totaling \$6,728.20.

Moved by:	Miller	Seconded by:	Sartell
Vote:	Deiss, Miller, Sartell		

7. Meeting Open to the Public at 5:45 pm

Duke Harrison of Mason Brothers requests the council consider rescinding the Hwy 10 municipal consent resolution contending the new design will be a cost to his business at \$60,000 annually. Further stating his frustrations with the way MnDOT and the city didn't support or work with him on his segment and that the new entrance creates an unsafe pedestrian crossing on the county's trail along his property. Also stating the city and MnDOT has not worked in good faith.

Mayor Diess and Administrator Schroeder disagreed with Mr. Harrison's position of bad faith negotiation efforts. Noting that the city and MnDOT have spent numerous hours and meetings discussing design concepts that could work for Mason Brothers. Deiss and Schroeder also shared that MnDOT worked with Mr. Harrison and Todd-Wadena Electric to design a shared driveway concept on Todd-Wadena Electric's property off Highway 10 that would work to Mr. Harrison's benefit. Unfortunately, a mutual agreement between Harrison and Todd-Wadena Electric was unable to be achieved.

Item – Truth-in-Taxation Open to the Public at 6:00 pm

No one present, no discussion.

Action Motion: Approved closing the public hearing at 6:00 p.m.

Moved by: Sartell

Seconded by: Miller

Vote: Deiss, Miller, Sartell

8. Department Reports

Item A – Public Works Department – Dan Kovar

- Continue to review and plan highway 10 project details.
- With no snow the department has been able to perform other items such as tree trimming.

Item B – Utilities Department - Superintendent David Evans

- Notice requirements will be provided for utility rates.
- A highway 10 utility meeting was held regarding elevations, final plans, and timeline of project. Updated the council that utility easements are necessary and may have to get creative to achieve property owners signing off on the easements. It may be a cost to the city. Permits will be necessary, and Evans hopes everything can be in in conjunction with the project.

Item C - Wadena Development Authority and Planning & Zoning – Dean Uselman

- Not present.

Item D - Police Department – Naomi Plautz

- Due to the school's resent failed referendum the school discontinued the Safety Resource Officer (SRO) effective December 31, 2023. This reduces the city's revenue by approximately 65% of a full-time officer's salary and benefits. SRO officer Grabe will no longer report to WDC school and report as a full-time officer for the department going forward.
- Plautz presented a newly implemented state Intense Comprehensive Peace Officer Education and Training grant Program to financially support individuals interested in becoming a peace officer. The program offers a grant for employment and education financing for any individual with a credited degree that wants to take the peace officer course. The individual would be employed by an employer [the city] and paid full-time wages while going to school to offset cost of living expenses and education and training expenses covered.
Plautz introduced the idea to allow time to research and understand the program before bringing it to the council for a decision.

Item E - Fire Department – Cody Yglesias

- Not present.

Item F - Wadena Liquor Store – Tim Booth

- Not present.

Item G - Maslowski Wellness and Research Center – Lisa Anderson

- Not present.

Item H - Whitetail Run Golf Course – Kevin Ross

- Not present.

Item I - City Administrator – Kim Schroeder

- Would like the council to consider adding a personnel committee to the annual committee, board, commission designation authority.

Item J – Council Reports**Dan Sartell:**

- Questioned the Buckwheat Growers building on Aldrich Ave as a nuisance. Administrator Schroeder explained the WDA has been in contact with the owner and the owner has not taken care of it. Staff will look into the nuisance ordinance and next steps.
- Questioned the trailer park on Jefferson St and what's happening with the empty trailers. It was relayed that the owner is trying to sell the park. The trailers are unoccupied with no known nuisances. There's nothing the city can do unless there's a nuisance or violation of ordinance. No one is aware of anything to date.
- Questioned where the nuisance ordinance update request of his is at. Administrator Schroeder stated last she knew he (Sartell) and attorney Pederson were finalizing details to bring back for council consideration. She asked Sartell if he wanted to reach out to Pederson or if she should. Sartell asked Schroeder to reach out.
- Questioned where the new website design is at. Assistant Administrator Steidler-Thompson updated that it's nearing completion and Apptegy platform should go live end of December or beginning of January.

Wade Miller: Nothing to report.

Mark Lunde: Not present.

Jessie Gibbs: Not present.

Item K – Mayor's Report – George Deiss

- Reminded and mentioned the \$5,000 5-Wings Arts Council grant dollars are still unspent with a deadline of June 2024. A creative community group is meeting to come up with ideas and a plan in the hopes more state and federal grant funds will be available to maximize ideas. Current ideas are murals and/or hanging planters.
- Board, committee, and commission appointments will be on January's regular meeting. He updated the council that his term at Kitchigami library is up and cannot serve another. Someone will have to take that over. Council member Sartell asked if the appointments list can be sent out for review, Administrator Schroeder will do that.

9. Upcoming Meetings

A. January 9, 2024, Regular City Council Meeting

10. Adjournment

Action Motion: Unanimously adjourned at 6:11 p.m.

Moved by:	Miller	Seconded by:	Sartell
Vote :	Deiss, Miller, Sartell		

Kim Schroeder, City Administrator

George Deiss, Mayor

**City of Wadena
Special City Council Minutes
December 27, 2023**

Call to Order

The Wadena City Council held a special meeting on Monday, December 27, 2023. Mayor Deiss called the meeting to order at 4:00 p.m.

Roll Call

Comprising a quorum of the City Council, the following members were present: George Deiss, Wade Miller, and Dan Sartell. Absent were members Mark Lunde and Jessie Gibbs.

- 1. Closed Meeting Pursuant to Minnesota Statute 13B.05 Subd.3(b): Attorney-Client Privilege for Negotiations**
- 2. Action 23-104: Police Department Resignation and Authorize Advertising for Full-Time Position**

Action Motion: Unanimously approved Rodney Rychner resignation effective December 21, 2023.

Moved by:	Miller	Seconded by:	Sartell
Vote:	Deiss, Miller, Sartell		

Adjournment

Action Motion: Adjourn at 4:52 pm

Moved by:	Sartell	Seconded by:	Miller
Vote:	Deiss, Miller, Sartell		

Kim Schroeder, City Administrator

George Deiss, Mayor

**City of Wadena
Special City Council Minutes
January 2, 2024
11:45 AM**

Call to Order

The Wadena City Council held a special meeting on Tuesday, January 2, 2024. Mayor Deiss called the meeting to order at 11:45 a.m.

Roll Call

Comprising a quorum of the City Council, the following members were present: George Deiss, Jessie Gibbs, and Dan Sartell. Absent were members Mark Lunde and Wade Miller.

1. Action 24-01: Approve Renewing Liquor License

Action Motion: Unanimously approved liquor license renewal for The Uptown.

Moved by:	Sartell	Seconded by:	Gibbs
Vote:	Deiss, Gibbs, Sartell		

2. Action 24-02: Approve Renewing Massage License

Action Motion: Unanimously approved massage license renewal for Courtney Kern.

Moved by:	Gibbs	Seconded by:	Sartell
Vote:	Deiss, Gibbs, Sartell		

Adjournment

Action Motion: Adjourn at 11:47 am

Moved by:	Sartell	Seconded by:	Gibbs
Vote:	Deiss, Gibbs, Sartell		

George Deiss, Mayor

Attest: _____
Kim Schroeder, City Administrator



Legislative History

Agenda date: January 9, 2024

Action:

Vote:

Yes:	No:	Absent:

CITY OF WADENA, MINNESOTA

Resolution No. 2024-02

Designating the Wadena Pioneer Journal Newspaper as the City's Official Newspaper

Whereas, Wadena Code of Ordinances 30.04 B requires the City Council to yearly designate the official newspaper.

Now Therefore be it Resolved, that the Wadena City Council designates the Wadena Pioneer Journal as the official newspaper for all 2024 City of Wadena official publications.

Adopted by the City Council of the City of Wadena, Minnesota this 9th day of January 2024.

George Deiss, Mayor

Kim Schroeder, City Administrator

(SEAL)



Legislative History

Agenda date: January 9, 2024

Action:

Vote:

Yes:	No:	Absent:

CITY OF WADENA, MINNESOTA

Resolution No. 2024-03

Setting the Date and Time for 2024 Regular City Council Meetings

Whereas, Wadena Code of Ordinances 30.02 requires the City Council to adopt a yearly resolution, setting the date and time for regular city council meetings.

Now Therefore be it Resolved, that the Wadena City Council sets the date and time for regular city council meetings as the second Tuesday of every month, at 5:00 pm. The meetings shall be held in the City Council Chambers located in the City Administrative Center, 222 2nd Street SE, Wadena, MN 56482.

Adopted by the City Council of the City of Wadena, Minnesota this 9th day of January 2024.

George Deiss, Mayor

Kim Schroeder, City Administrator

(SEAL)



Legislative History

Agenda date: January 9, 2024

Action:

Vote:

Yes:	No:	Absent:

CITY OF WADENA, MINNESOTA

Resolution No. 2024-04

Appointing Council Member Wade Miller as Acting Mayor

Whereas, Wadena Code of Ordinances 30.04 C requires the City Council to elect an acting Mayor from the Council membership, who shall perform the duties of the Mayor during any disability or absence of the Mayor from the city or, in case of a vacancy in the office of Mayor, until a successor has been appointed and qualifies.

Now Therefore be it Resolved, that the Wadena Mayor appoints Council Member Wade Miller as Acting Mayor.

Adopted by the City Council of the City of Wadena, Minnesota this 9th day of January 2024.

George Deiss, Mayor

Kim Schroeder, City Administrator

(SEAL)



Legislative History

Agenda date: January 9, 2024

Action:

Vote:

Yes:	No:	Absent:

CITY OF WADENA, MINNESOTA

Resolution No. 2024-05

Designating the 2024 Official Depositories for City Funds

Whereas, Wadena Code of Ordinances 30.04 B requires the City Council to yearly designate the depositories of city funds.

Now Therefore be it Resolved, that the Wadena City Council designates the following official depositories:

1. Mid-Central Federal Savings Bank
2. Wadena State Bank
3. Magnifi Financial
4. Charles Schwab

Adopted by the City Council of the City of Wadena, Minnesota this 9th day of January 2024.

George Deiss, Mayor

Kim Schroeder, City Administrator

(SEAL)



Legislative History

Agenda date: January 9, 2024

Action:

Vote:

Yes:	No:	Absent:

CITY OF WADENA, MINNESOTA

Resolution No. 2024-06

Designating Skoog Law as the City's 2024 Civil Legal Counsel

Now Therefore be it Resolved, that the Wadena City Council designates Skoog Law as the City's 2024 Civil Legal Counsel.

Adopted by the City Council of the City of Wadena, Minnesota this 9th day of January 2024.

George Deiss, Mayor

Kim Schroeder, City Administrator

(SEAL)



Legislative History

Agenda date: January 9, 2024

Action:

Vote:

Yes:	No:	Absent:

CITY OF WADENA, MINNESOTA

Resolution No. 2024-08

Designating Jeffrey D. Peterson and Jaclyn J. Ziemke as the City's 2024 Criminal Legal Counsel

Now Therefore be it Resolved, that the Wadena City Council designates Jeffrey D. Peterson and Jaclyn J. Ziemke as the City's 2024 Criminal Legal Counsel.

Adopted by the City Council of the City of Wadena, Minnesota this 9th day of January 2024.

George Deiss, Mayor

Kim Schroeder, City Administrator

(SEAL)



Legislative History

Agenda date: January 9, 2024

Action:

Vote:

Yes:	No:	Absent:

CITY OF WADENA, MINNESOTA

Resolution No. 2024-09

Designating Authorized Representative for the City of Wadena as a Member of Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services

Whereas, the City of Wadena, Minnesota, has entered into the Agreement establishing the Missouri Basin Municipal Power Agency, d/b/a Missouri River Energy Services (MRES), and as a member thereof is entitled to a representative who shall represent the Municipal Utility in the business of MRES.

Now, Therefore, Be It Resolved by the Wadena City Council that Utility Supervisor David Evans be, and he is hereby designated and appointed as the representative of the City of Wadena and is authorized to represent Wadena's Municipal Utility in the business of MRES, with the powers, duties and responsibilities as provided in said agreement. The alternative representative, City Administrator Kim Schroeder, is hereby designated and appointed, and authorized to represent the City with equal powers.

Adopted by the City Council of the City of Wadena, Minnesota this 9th day of January 2024.

George Deiss, Mayor

Kim Schroeder, City Administrator

(SEAL)



Legislative History

Agenda date: January 9, 2024

Action:

Vote:

Yes:	No:	Absent:

CITY OF WADENA, MINNESOTA

Resolution No. 2024-10

Designating Authorized Representative for the City of Wadena as a Member of Western Minnesota Municipal Power Agency (WMMPA)

Whereas, the City of Wadena, Minnesota, has entered into an agreement to establish the Western Minnesota Municipal Power Agency (WMMPA) and as a member thereof is entitled to a representative who shall represent the Municipal Utility in the business of WMMPA.

Now Therefore, Be It Resolved by the Wadena City Council that Utility Supervisor David Evans be, and he is hereby designated and appointed as the representative of the City of Wadena, Minnesota and is authorized to represent the Municipal Utility in the business of WMMPA, with the powers, duties and responsibilities as provided in said agreement. The alternative representative, City Administrator Kim Schroeder, is hereby designated and appointed, and authorized to represent the City with equal powers.

Adopted by the City Council of the City of Wadena, Minnesota this 9th day of January 2024.

George Deiss, Mayor

Kim Schroeder, City Administrator

(SEAL)



Something is happening here....

Public Hearings



Something is happening here....

New Business



Legislative History

Agenda date: January 9, 2024

Action:

Vote:

Yes:	No:	Absent:

CITY OF WADENA, MINNESOTA

Resolution No. 2024-01

Designating Board/Committee Appointments and Assignments

Now Therefore be it Resolved, that the Wadena City Council designates the following individuals to serve on committees as follows:

Personnel Committee: George Deiss, Mark Lunde, Kim Schroeder, Dave Evans

Business Subsidy/Tax Abatement/TIF Committee: Jessie Gibbs, Dan Sartell

Continued Community Education: Jessie Gibbs

Convention Visitors Bureau (CVB) Board: Mark Lunde, Wade Miller

Fix Up Loan Committee: Dan Sartell

Housing Redevelopment Board: Mark Lunde

Library Board: George Deiss

Kitchigami Regional Library Board: George Deiss, Dan Sartell (alternate)

Memorial Auditorium Committee: Mark Lunde, Dan Sartell

Park Advisory Board: Wade Miller

Planning Commission: Dan Sartell

Wadena Development Authority Board (WDA): George Deiss, Wade Miller

Adopted by the City Council of the City of Wadena, Minnesota this 9th day of January 2024.

George Deiss, Mayor

Kim Schroeder, City Administrator

(SEAL)



Legislative History

Agenda date: January 9, 2024

Action:

Vote:

Yes:	No:	Absent:

CITY OF WADENA, MINNESOTA

Resolution No. 2024-07

Authorizing to Order the Highway 10 Project Underground Utilities Improvements and Directing Preparation of Final Plans and Specifications

WHEREAS, a resolution of the city council adopted the 12th day of December 2023, fixed a date for a council hearing on proposed improvements of Ash Avenue (Hwy 10) and 9th Street utilities; and

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was giving, at said hearing the 9th day of January 2024, at which all persons desiring to be heard were given an opportunity to be heard thereon,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Wadena, Minnesota as follows:

1. Said improvements are necessary, cost-effective, and feasible as detailed in the feasibility report.
2. It is advisable, expedient, and necessary that said improvements as described in the Notice of Hearing thereon be constructed, and the same are hereby ordered made.
3. The improvements described in said Notice of Hearing are hereby designated and shall be known as 2024-01 Highway 10 Utilities Improvement Project.
4. Bolton & Menk is hereby designated as the engineer for this improvement. The engineer is hereby directed to prepare final plans and specifications for said improvements.
5. The City Council declares its official intent to reimburse itself for the costs of the improvements from the proceeds of tax-exempt bonds.

Adopted by the City Council of the City of Wadena, Minnesota on the 9th day of January 2024.

George Deiss, Mayor

Kim Schroeder, City Administrator

(SEAL)



Legislative History

Agenda date: January 9, 2024

Action:

Vote:

Yes:	No:	Absent:

CERTIFICATION OF MINUTES RELATING TO REVENUE BONDS (WADENA CANCER CENTER PROJECT)

Issuer: City of Wadena, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held on January 9, 2024, at 5:00 p.m., at the City offices.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (pages):

CITY OF WADENA, MINNESOTA

Resolution No. 2024-11

Authorizing the Issuance and Sale by the City of Revenue Bonds on Behalf of Astera Health; Authorizing Execution of a Bond Indenture, a Loan Agreement and Bond Purchase Agreement, All Relating to Such Bonds; and Authorizing Other Action to be Taken with Respect to the Issuance, Sale and Delivery of Such Bonds

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds 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 bonds; 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 _____, 2024.

City Administrator

RELEVANT LINKS:

See Section VIII-B
*Governmental versus private
activity.*

Minn. Stat. §§ 469.152 to
469.1651.
Minn. Stat. ch. 462C.

See Section X *Participants
in a bond sale.*

IV. Bonds by user

The most commonly-issued bonds represent borrowing by a city to finance public assets—the city itself is the “user” of the proceeds. But Minnesota law authorizes cities to issue bonds where the proceeds are actually used by private parties. These bonds are referred to in most cases as “private activity bonds”—a name derived from federal tax law. Private activity bonds fall into two major categories, discussed in turn below.

A. Conduit bonds

Unlike almost all other bonds, “conduit bonds” are initiated by and issued for the benefit of private entities. Under the state statutes that authorize these bonds, the city issues the bonds and loans proceeds to the private entity. That private entity repays the loan in an amount sufficient to pay principal and interest on the bonds. As a practical matter, the loan is (normally) handled entirely by a separate bond trustee (usually the trust division of a bank). After the bonds are issued, the city has almost no role in payment or administration of the bonds.

The bonds are revenue bonds—the city does not pay debt service or any other cost related to the transaction. As such, the bonds have no effect on the issuing city’s credit rating and are not counted against any statutory limitations on borrowing. When the bonds are sold, investors look only to the credit of the private borrower (and any related private security, such as mortgages and guarantees). While the city council must approve issuance of the bonds and all the bond documents, the transaction is largely handled by the private borrower and the underwriter that usually serves as the initial purchaser of the bonds. The city council does retain the responsibility to bond purchasers to disclose any material facts they may know of that could impact the bonds, such as remaining approvals for zoning approval or provision of utilities. The bond counsel for conduit bonds may be the city’s regular bond counsel or may be retained by the private entity (this is a matter of city policy and practice).

The types of private activity bonds are governed primarily by federal tax law. Congress in effect created this kind of bond to provide tax-exempt (and therefore lower cost) borrowing to certain favored activities carried out by private entities.

Much of today’s tax law regarding these bonds originated with the Tax Reform Act of 1986, which sharply narrowed the scope of permissible private activity bonds (previously known as “industrial development revenue bonds” or “IDR bonds”).

The three most common conduit bonds in Minnesota are:

RELEVANT LINKS:

Minn. Stat. § 469.178.
Minn. Stat. § 469.1814.

See Handbook, Community Development and Redevelopment.

- *Qualified 501(c)(3) bonds*, where the user of bond proceeds is a nonprofit 501(c)(3) entity. Typical examples include nonprofits that own nursing homes, hospitals, senior and other affordable housing, and schools (from K-12 to college). But any nonprofit with 501(c)(3) status is eligible for this type of financing, so bonds have been issued for entities as diverse as the YMCA to Minnesota Public Radio.
- *Housing revenue bonds (exempt facilities)*, where the user of bond proceeds is a private for-profit entity that builds housing intended for occupancy by persons or families who meet specified low-income guidelines.
- *Small issue manufacturing bonds*, where the user of the proceeds is a manufacturing business that constructs manufacturing facilities that meet certain federal requirements.

There are other less common conduit bonds that cities may occasionally encounter, but the three listed above represent the bulk of this bond type.

B. Tax increment and abatement private activity bonds

The other category of common private activity bonds are those issued in the context of economic development and redevelopment. Cities may issue bonds secured by tax increments (all the increased taxes in a TIF district or portion thereof) or abatements (the taxes imposed by a participating taxing jurisdiction, usually just the issuing city).

The city *may* be the “user” of these bonds, for example, when proceeds finance public streets or other public infrastructure needed for a private development project. But bond proceeds may be delivered to a private developer to finance aspects of the private development permitted under law—such as land acquisition, excavation, and other eligible private improvements. In those cases, the private developer becomes the “user.”

In most cases, where the private developer is the user, the issuing city will also require the developer to provide additional security, such as an agreement to maintain a minimum value, or a guarantee to cover debt service if tax increments or abatements fall short of expectations. The result is that these bonds are treated as “private activity bonds,” and must be issued as taxable bonds.

By contrast, conduit bonds are tax exempt despite the fact that they are issued for the benefit of, and secured by, a private entity—but only because the private entity accomplishes some public purpose identified by Congress in federal tax law.

CITY OF WADENA, MINNESOTA

Resolution No. 2024-11

Authorizing the Issuance and Sale by the City of Revenue Bonds on Behalf of Astera Health; Authorizing Execution of a Bond Indenture of Trust, a Loan Agreement and a Bond Purchase Agreement, All Relating to Such Bonds; and Authorizing Other Action to be Taken with Respect to the Issuance, Sale and Delivery of Such Bonds.

BE IT RESOLVED by the City Council (the “Council”) of the City of Wadena, Minnesota (the “City”), as follows:

1. This Council has received a proposal that the City issue its revenue bonds (the “Bonds”) under Minnesota Statutes, Sections 469.152 through 469.165, as amended (the “Act”), the proceeds of which would be loaned to an entity (the “Borrower”) of which National Healthcare, Research and Education Finance Corporation, a 501(c)(3) corporation, is the sole member, in order to (i) finance a portion of the costs of constructing and equipping an approximately 15,700 square-foot addition to the west end of facilities owned and operated by Astera Health, a 501(c)(3) organization (“Astera”) and located at 421 11th Street NW in the City for use as a cancer center, and related infrastructure (the “Improvements”); (ii) pay capitalized interest, if any, on the Bonds; and (iii) pay costs of issuance of the Bonds (collectively, the “Project”). The Borrower will lease the Improvements to Astera, and the Improvements will be operated by Astera and CentraCare Health System, a 501(c)(3) organization.

2. A notice of public hearing was published in the City’s official newspaper and newspaper of general circulation for a public hearing on the proposed issuance of the Bonds. This Council has, on the date hereof, held a public hearing on the issuance of the Bonds, at which hearing all those appearing who desired to speak were heard and written comments were accepted.

3. This Council gives its preliminary approval to the Project and authorizes the City to issue the Bonds, in one or more series, in a total amount not to exceed \$26,400,000 for the purposes described hereinabove.

4. Forms of the following documents relating to the issuance of the Bonds have been submitted to this Council and are now or shall be placed on file with the City Administrator:

(a) a Loan Agreement (the “Loan Agreement”) proposed to be entered into between the City and the Borrower;

(b) a Bond Indenture (the “Indenture”) proposed to be entered into between the City and a trustee to be designated thereunder (the “Trustee”);

(c) a Bond Purchase Agreement (the “Bond Purchase Agreement”) proposed to be entered into between the City and B.C. Ziegler and Company (the “Underwriter”); and

(d) a Preliminary Official Statement (the “Preliminary Official Statement”) proposed to be used by the Underwriter in connection with the offer and sale of the Bonds.

5. It is hereby found, determined and declared that:

(a) the City has been advised that the Project and the issuance and sale of the Bonds, the execution and delivery of the Loan Agreement, the Indenture and the Bond Purchase Agreement (together, the "City Documents") and the performance of all covenants and agreements of the City contained in the City Documents and of all other acts and things required under the Constitution and laws of the State of Minnesota and the City Charter to make the City Documents valid and binding special, limited obligations of the City in accordance with their terms are authorized by the Act;

(b) at the request of the Corporation, it is proposed that the Bonds in an aggregate principal amount not to exceed \$26,400,000 be issued by the City upon the terms set forth in the Indenture and as hereinafter set forth, under the provisions of which all of the City's right, title and interest in the Loan Agreement and the payments thereunder (except for certain expenses and indemnification) will be pledged and assigned to the Trustee as security for the payment of principal of, premium, if any, and interest on the Bonds;

(c) based on representations of the Corporation, the payments required by the Loan Agreement will be fixed, and required to be revised from time to time as necessary, so as to produce income and revenue sufficient to provide for prompt payment of the principal of, premium, if any, and interest on the Bonds when due, and the Loan Agreement provides that the Corporation will continuously furnish and equip its facilities so that they shall at all times be complete and operational health care facilities and will conduct its business in a manner similar to other efficiently administered health care facilities of a similar type and nature;

(d) under the provisions of the Act, and as provided in the Loan Agreement and Indenture, the Bonds are not to be payable from nor charged upon any funds of the City other than the revenues pledged to the payment thereof under the Indenture; the City is not subject to any pecuniary liability thereon; no holders of the Bonds shall ever have the right to compel any exercise of the taxing power of the City to pay any of the Bonds or the interest thereon, nor to enforce payment thereof against any property of the City, except the revenue, including payments under the Loan Agreement, pledged to the payment thereof under the Indenture; the Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the revenue, including payments under the Loan Agreement, pledged to the payment thereof under the Indenture; and each Bond issued under the Indenture shall recite that the Bonds, including interest thereon, are payable solely from the revenue pledged to the payment thereof and that no Bond shall constitute a debt of the City within the meaning of any constitutional or statutory limitation.

6. The City is hereby authorized to issue the Bonds, in one or more series, in the aggregate principal amount not to exceed \$26,400,000, maturing no later than forty years from their date of issuance, and to pledge and assign the payments under the Loan Agreement, all as provided in the Loan Agreement and the Indenture. It is acknowledged that the purchase price of the Bonds and the interest rates on the Bonds have not been determined as of this date and are not reflected in the forms of the Loan Agreement, Indenture or Bond Purchase Agreement which are now or shall be placed on file with the City Administrator. The City Administrator or, in the event of her absence or disability, the City Finance Director, is hereby authorized to approve the purchase price of the Bonds, the initial offering prices of the Bonds and the interest rates borne by the Bonds; provided that the yield on the Bonds (taking into account interest rates and purchase price) shall not exceed 6.00%. Such approval shall be conclusively evidenced by the execution of the Bond Purchase

Agreement by the officer or officers hereinafter authorized to execute the Bond Purchase Agreement on behalf of the City.

7. The forms of the City Documents on file are approved, with such variations, insertions and additions as the Mayor and City Administrator may hereafter deem appropriate, and are directed to be executed forthwith in the name and on behalf of the City by the Mayor and the City Administrator. Copies of all the documents shall be delivered, filed or recorded as provided therein. The Mayor and the City Administrator are also authorized and directed to execute such other instruments as may be required to give effect to the transactions herein contemplated.

8. The City hereby consents to the use of the Preliminary Official Statement and a final Official Statement by the Underwriter in connection with the offer and sale of the Bonds to potential investors; provided, however, that the City has not reviewed and will not review the Preliminary Official Statement or the Official Statement and takes no responsibility for, and makes no representations or warranties as to the accuracy, sufficiency or completeness of the information contained therein, except for the provisions thereof under the captions "THE ISSUER" and "ABSENCE OF MATERIAL LITIGATION—The Issuer." Subject to the limitations on liability set forth in the immediately preceding sentence, the Administrator is authorized to deem the Preliminary Official Statement "final" as of its date for the purpose of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

9. In anticipation of the collection of payments under the Loan Agreement and the Note, the City shall proceed forthwith to issue the Bonds in the form and upon the terms set forth in the Indenture or established pursuant to this resolution. The Mayor and City Administrator are authorized and directed to execute by manual or facsimile signature the Bonds in the forms prepared by bond counsel as prescribed in the Indenture and to deliver them to the Trustee, together with a certified copy of this resolution and other documents required by the Indenture, for authentication and delivery to the Underwriter. The Trustee is hereby appointed authenticating agent with respect to the Bonds pursuant to Minnesota Statutes, Section 475.55, and the certificate of authentication on the Bonds shall evidence authentication of the Bonds under this authority. The City hereby appoints the Trustee as paying agent and Bond registrar with respect to the Bonds and the Indenture.

10. The Mayor, City Administrator and other officers of the City are authorized and directed to prepare and furnish to the Underwriter and bond counsel certified copies of all proceedings and records of the City relating to the Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

11. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the Mayor and City Administrator prior to the execution of the documents. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof. In the absence of the Mayor or City Administrator, any of the documents

authorized by this resolution to be executed may be executed by the Acting Mayor or Finance Director or Acting City Administrator, respectively.

12. On any subsequent date, the City Administrator is authorized to execute and deliver any amendments or supplements to the Indenture or Loan Agreement. The City Administrator may impose any terms or conditions on execution and delivery of any such amendment or supplement as the City Administrator deems appropriate.

13. This resolution shall be effective immediately upon its final adoption.

Adopted by the City Council of the City of Wadena, Minnesota this 9th day of January 2024.

Approved:

Mayor

Attest: _____
City Administrator

(SEAL)

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted and was approved by the Mayor, whose signature was attested by the City Administrator.

**City of Wadena
Action Memorandum 24-03**

Subject: Astera Cancer Center Loan Agreement, Bond Indenture, Bond Purchase Agreement

Agenda of: January 9, 2024

Background Information:

Astera is partnering with CentraCare to construct a cancer addition to the (new) hospital. The Bonds will be special, limited obligations of the City, and the principal thereof and interest thereon will be payable solely from the revenues pledged to the payment thereof. No holder of any Bonds will ever have the right to compel any exercise of the taxing powers of the City to pay the Bonds or the interest thereon, or to enforce payment against any property of the City except money payable by the Borrower to the City and pledged to the payment for the Bonds. The bond documents are attached to this memorandum and have been reviewed by attorney Pederson.

Action Requested:

Approve the Astera cancer center loan agreement, bond indenture, and bond purchase agreement.

Council Action: ☐ **Approved**
☐ **Defeated**
☐ **Amended:** _____

BOND PURCHASE AGREEMENT

\$ _____
City of Wadena, Minnesota
Revenue Bonds
(Wadena Cancer Center LLC Project),
Series 2024

February ____, 2024

City of Wadena, Minnesota
222 2nd Street SE
Wadena, MN 56482

Astera Health
415 Jefferson Street N
Wadena, MN 56482

Wadena Cancer Center LLC
[Address]

Ladies and Gentlemen:

The undersigned (the “Purchaser”) hereby agrees to purchase all of the above-captioned bonds (the “Series 2024 Bonds”), issued by the City of Wadena, Minnesota (the “Issuer”) and to make a public offering of the Series 2024 Bonds, subject to the execution of this agreement by the Issuer and the approval hereof by Astera Health, a Minnesota nonprofit corporation (“Astera”) and Wadena Cancer Center LLC, a Minnesota limited liability company (the “Borrower”) on or before 6:00 p.m., local time then prevailing in Wadena, Minnesota, on February ____, 2024, subject to the provisions and conditions set forth herein.

Section 1. Definitions. The terms used herein shall have the meanings set forth in the Official Statement or the Bond Indenture, each as hereinafter defined, unless another meaning is plainly intended.

Section 2. Purchase Price. Upon the terms and conditions and upon the basis of the representations herein set forth, the Purchaser shall purchase and the Issuer shall sell all, but not less than all, of the Series 2024 Bonds at an aggregate purchase price of \$[_____] (representing the par amount of \$[_____] plus (less) original issue premium (discount) of \$[_____] and less an underwriting discount of \$[_____]). The Series 2024 Bonds shall mature and bear interest as set forth in Schedule I hereto.

Section 3. Good Faith Deposit. There shall be no good faith deposit.

Section 4. Agreed Upon Procedures Letter. This Bond Purchase Agreement is subject in all respects to the delivery to the Purchaser no earlier than the business day prior to the date hereof of an agreed upon procedures letter (the “Initial Agreed Upon Procedures Letter”), in form and substance satisfactory to the Purchaser, from CliftonLarsonAllen LLP (the “Accountants”) to Astera and the Purchaser. This Bond Purchase Agreement is also subject in all respects to the delivery to the Purchaser no later than the day prior to the date of delivery of the Series 2024 Bonds (the “Closing Date”) of an agreed upon procedures letter (the “Final Agreed Upon Procedures Letter”), in form and content satisfactory to the Purchaser, from the Accountants to Astera and the Purchaser dated as of the day prior to the Closing Date.

Section 5. Representations and Covenants of the Issuer. The Issuer represents to the Purchaser, Astera and the Borrower that, to the best of its knowledge:

(a) the Issuer is and will be at the Closing Date duly organized and existing under the laws of the State of Minnesota as an autonomous public body created and existing under Constitution and laws of the State of Minnesota;

(b) the Issuer is empowered and has been duly authorized to execute and deliver this Bond Purchase Agreement and the Bond Indenture for the Series 2024 Bonds dated as of February 1, 2024 (the “Bond Indenture”) between the Issuer and [UMB Bank, n.a.], as trustee (the “Trustee”), the Loan Agreement for the Series 2024 Bonds dated as of February 1, 2024 (the “Loan Agreement”) between the Issuer and the Borrower, and the Official Statement for the Series 2024 Bonds dated February __, 2024 (the “Official Statement,” and in its preliminary form dated February __, 2024, the “Preliminary Official Statement”), and to carry out the transactions contemplated by the foregoing documents;

(c) the execution and delivery of this Bond Purchase Agreement, the Loan Agreement and the Bond Indenture were duly authorized and such instruments will be, upon delivery, valid and binding obligations of the Issuer in accordance with their respective terms, except as they may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to or limiting creditors’ rights or contractual obligations generally;

(d) when delivered to and paid for by the Purchaser on the Closing Date in accordance with the provisions of this Bond Purchase Agreement, the Series 2024 Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute valid and binding special limited obligations of the Issuer of the character referred to in the Bond Indenture, in conformity with, and entitled to the benefit and security of, the Bond Indenture;

(e) the execution and delivery of this Bond Purchase Agreement, the Loan Agreement and the Bond Indenture, and compliance with the provisions hereof and thereof, under the circumstances contemplated herein and therein, will not in any material respect conflict with or constitute on the part of the Issuer a material breach of or material default under any charter, agreement or other material instrument to which the Issuer is a party, or, to the best knowledge of the Issuer, under any applicable State law, administrative rule or regulation, or any applicable court order or consent decree to which the Issuer is subject or by which it or any of its properties are otherwise subject or bound;

(f) to the knowledge of the undersigned officer[s] of the Issuer, there is no litigation pending or threatened, restraining or enjoining the issuance or delivery of the Series 2024 Bonds, or any proceedings of the Issuer relating thereto;

(g) the resolutions of the Issuer approving and authorizing the execution and delivery of this Bond Purchase Agreement, the Bond Indenture, the Loan Agreement, the Official Statement and the Series 2024 Bonds were duly adopted at meetings of the governing body of the Issuer which were called and held pursuant to law and with all public notice required by law and at which quorums were present and acting throughout;

(h) on the date hereof and on the Closing Date, the statements and information contained in the captions entitled “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION – The Issuer” of the Official Statement are true and complete in all material respects, and such sections of the Official Statement do not omit any statement or information with respect to the Issuer which is necessary to make the statements and information therein, in light of the circumstances under which they are made, not misleading in any material respect;

(i) the Issuer has determined that the information contained in the Preliminary Official Statement under the captions “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION – The Issuer” was “final” as of its date; and

(j) at the expense of the Borrower, the Issuer will deliver a final Official Statement within the meaning of Rule 15c2-12 promulgated under Section 15(c) of the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”) to the Purchaser within seven business days of the date of this Bond Purchase Agreement.

The execution and delivery of this Bond Purchase Agreement by the Issuer shall constitute a representation by the Issuer to the Purchaser that the representations, warranties and agreements of the Issuer contained in this Section 5 are true as of the date hereof; provided, however, that as to information furnished by the Corporation pursuant to this Bond Purchase Agreement and in the Official Statement, the Issuer is relying on such information in making the Issuer’s representations, warranties and agreements; and as to all matters of law the Issuer is relying on the advice of counsel to the Issuer. It is acknowledged and agreed by the parties hereto that all covenants, representations and warranties made by the Issuer herein and in any certificates given in compliance herewith, are made solely by the Issuer and not by any individual executing this Bond Purchase Agreement or any such certificate in his or her own capacity, and no liability shall be imposed, directly or indirectly, on such individual.

Section 6. Representations, Warranties and Covenants of the Borrower. The Borrower represents that:

(a) the Borrower is on the date hereof and will be as of the Closing Date a duly organized limited liability company under the laws of the State of Minnesota and an organization described in Section 501(c)(3) of the Code, and exempt from federal income taxation under Section 501(a) of the Code;

(b) the Borrower has the corporate power and authority and has been duly authorized to execute and deliver this Bond Purchase Agreement, the Loan Agreement, the Installment Sales Contract, the Ground Lease, the Building Lease, the Development Agreement, the Assignment Agreements, the Tax Compliance Agreement, and the Continuing Disclosure Undertaking dated February ___, 2024 (the “Continuing Disclosure Undertaking,” and together

with the Bond Purchase Agreement, the Loan Agreement, the Installment Sales Contract, the Ground Lease, the Building Lease, the Development Agreement, the Assignment Agreements, the Tax Compliance Agreement, the “Borrower Documents”) and the Official Statement, and has taken all necessary corporate action with respect thereto;

(c) the Borrower Documents will be as of their respective dates duly executed by the Borrower and, assuming due authorization, execution and delivery hereof by the other parties thereto, constitute valid and binding obligations of the Borrower, subject as to enforcement to bankruptcy, insolvency, liquidation, reorganization and other state and federal laws affecting the enforcement of creditors’ rights and to general principles of equity;

(d) the execution and delivery of the Borrower Documents and compliance with the provisions thereof, under the circumstances contemplated herein, do not, on the date hereof, and as of the Closing Date will not, in any material respect, conflict with or constitute on the part of the Borrower a breach of or default under the Borrower’s Articles of Organization or By-Laws or any agreement or other instrument to which the Borrower is a party, or any existing law, administrative regulation, court order or consent decree to which the Borrower is subject, which would materially adversely affect the transactions contemplated hereby or which would materially adversely affect the business or operational or financial condition of the Borrower;

(e) the statements and information contained in the Official Statement, in the sections entitled “INTRODUCTORY STATEMENT,” “THE BORROWER,” “THE JOINT OPERATING AGREEMENT,” “THE PROJECT,” “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS,” “THE GROUND LEASE,” “THE BUILDING LEASE,” “THE INSTALLMENT SALES CONTRACT,” “ASSIGNMENT AGREEMENTS,” “PLAN OF FINANCE,” “ESTIMATED SOURCES AND USES OF FUNDS,” “CERTAIN BONDHOLDERS’ RISKS,” “ADDITIONAL RISKS,” “ABSENCE OF MATERIAL LITIGATION – The Borrower, Astera and CentraCare” are on the date hereof and will be on the Closing Date true and correct in all material respects, and the Official Statement does not omit any statement or information with respect to the Borrower and sources and uses of funds which is necessary to make the statements and information therein, in light of the circumstances under which they are made, not misleading in any material respect;

(f) [RESERVED].

(g) [RESERVED].

(h) the Borrower has determined that the Preliminary Official Statement was “final” as of its date, except for the omission of offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates and any other terms of the Series 2024 Bonds depending on such matters, within the meaning of Rule 15c2-12;

(i) all of the warranties and representations of the Borrower in the Loan Agreement are true and correct in all material respects as of this date, as if made on this date and will be true and correct in all material respects as of the Closing Date;

(j) the Borrower covenants and warrants that it knows of no reason why it will not have the economic ability to meet all the obligations imposed upon it under the Loan Agreement or the Installment Sales Contract; and

(k) there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board, regulatory agency or body,

pending or, to the best of the Borrower's knowledge, threatened against the Borrower nor, to the best of the Borrower's knowledge, is there any basis therefor, (i) contesting the corporate existence or powers of the Borrower or titles of their officers to their respective offices, (ii) challenging the validity or enforceability of the Borrower Documents or contesting the power and authority of the Borrower to approve the Official Statement and to execute and deliver or to consummate the transactions contemplated in the foregoing documents or the Official Statement, (iii) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or (iv) wherein an unfavorable decision, ruling or finding would (A) materially adversely affect the financial condition of the Borrower or the use, operation or maintenance of its properties, or (B) adversely affect the validity or enforceability of the Series 2024 Bonds or the Borrower Documents.

The Borrower warrants that such representations are true and correct in all material respects, and the Borrower covenants that throughout the term of the Loan Agreement, it shall use all reasonable efforts to operate the Project facilities in a manner which shall generate for each Fiscal Year sufficient net revenue to meet all obligations under the Loan Agreement and the Installment Sales Contract.

Section 7. Representations, Warranties and Covenants of Astera. Astera represents that:

(a) Astera is on the date hereof and will be as of the Closing Date a duly incorporated nonprofit corporation under the laws of the State of Minnesota and an organization described in Section 501(c)(3) of the Code, and exempt from federal income taxation under Section 501(a) of the Code;

(b) Astera has the corporate power and authority and has been duly authorized to execute and deliver this Bond Purchase Agreement, the Installment Sales Contract, the Ground Lease, the Building Lease, the Tax Compliance Agreement, and the Continuing Disclosure Undertaking (collectively referred to as the "Astera Documents") and the Official Statement, and has taken all necessary corporate action with respect thereto;

(c) The Astera Documents will be as of their respective dates duly executed by Astera and, assuming due authorization, execution and delivery hereof by the other parties thereto, constitute valid and binding obligations of Astera, subject as to enforcement to bankruptcy, insolvency, liquidation, reorganization and other state and federal laws affecting the enforcement of creditors' rights and to general principles of equity;

(d) the execution and delivery of the Astera Documents and compliance with the provisions thereof, under the circumstances contemplated herein, do not, on the date hereof, and as of the Closing Date will not, in any material respect, conflict with or constitute on the part of Astera a breach of or default under Astera's Articles of Incorporation or By-Laws or any agreement or other instrument to which Astera is a party, or any existing law, administrative regulation, court order or consent decree to which Astera is subject, which would materially adversely affect the transactions contemplated hereby or which would materially adversely affect the business or operational or financial condition of Astera;

(e) the statements and information contained in the Official Statement, in the sections entitled "INTRODUCTORY STATEMENT," "ASTERA," "THE JOINT OPERATING AGREEMENT," "THE PROJECT," "SECURITY AND SOURCES OF PAYMENT FOR THE

BONDS,” “THE GROUND LEASE,” “THE BUILDING LEASE,” “THE INSTALLMENT SALES CONTRACT,” “ASSIGNMENT AGREEMENTS,” “PLAN OF FINANCE,” “ESTIMATED SOURCES AND USES OF FUNDS,” “CERTAIN BONDHOLDERS’ RISKS,” “ADDITIONAL RISKS,” “ABSENCE OF MATERIAL LITIGATION – The Borrower, Astera and CentraCare” are on the date hereof and will be on the Closing Date true and correct in all material respects, and the Official Statement does not omit any statement or information with respect to Astera and sources and uses of funds which is necessary to make the statements and information therein, in light of the circumstances under which they are made, not misleading in any material respect;

(f) the audited consolidated financial statements of Astera Health and Subsidiaries as of and for the twelve-month periods ended December 31, 2022 and 2021 included as APPENDIX B to the Official Statement present fairly the results of its operations for the periods specified, and such financial reports and statements have been prepared in conformity with accounting principles generally accepted in the United States of America consistently applied in all material aspects throughout the periods involved;

(g) subsequent to the date of the last audited financial statements contained in the Official Statement, there have been no material adverse changes in the assets, liabilities or condition of Astera, financial or otherwise, except as described in the Official Statement, and neither the business nor the properties of Astera have been adversely affected in any substantial way as the result of any fire, explosion, accident, strike, riot, flood, windstorm, earthquake, embargo, war, or Act of God or of the public enemy;

(h) Astera has determined that the Preliminary Official Statement was “final” as of its date, except for the omission of offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates and any other terms of the Series 2024 Bonds depending on such matters, within the meaning of Rule 15c2-12;

(i) all of the warranties and representations of Astera in the Installment Sales Contract are true and correct in all material respects as of this date, as if made on this date and will be true and correct in all material respects as of the Closing Date;

(j) Astera covenants and warrants that it knows of no reason why it will not have the economic ability to meet all the obligations imposed upon it under the Installment Sales Contract; and

(k) there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board, regulatory agency or body, pending or, to the best of Astera’s knowledge, threatened against Astera nor, to the best of Astera’s knowledge, is there any basis therefor, (i) contesting the corporate existence or powers of Astera or titles of their officers to their respective offices, (ii) challenging the validity or enforceability of the Astera Documents or contesting the power and authority of Astera to approve the Official Statement and to execute and deliver or to consummate the transactions contemplated in the foregoing documents or the Official Statement, (iii) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or (iv) wherein an unfavorable decision, ruling or finding would (A) materially adversely affect the financial condition of Astera or the use, operation or maintenance of its properties, or (B) adversely affect the validity or enforceability of the Series 2024 Bonds or the Astera Documents.

Astera warrants that such representations are true and correct in all material respects, and Astera covenants that throughout the term of the Installment Sales Contract, it shall use all reasonable efforts to operate the Project facilities in a manner which shall generate for each Fiscal Year sufficient net revenue to meet all obligations under the Installment Sales Contract.

Section 8. Covenants of the Purchaser. The Purchaser covenants to the Issuer, the Borrower and Astera that the Series 2024 Bonds will be offered and sold by the Purchaser in accordance with applicable state and federal laws, and that all obligations, covenants and agreements of the Purchaser contained herein shall be observed fully in all material respects by the Purchaser.

The Purchaser covenants and agrees to make a bona fide public offering of the Series 2024 Bonds at the price or prices set forth on the inside cover of the final Official Statement and to deliver a copy of the Official Statement in its preliminary or final form to each original purchaser of the Series 2024 Bonds from the Purchaser concurrently with or prior to sending to such purchaser a final written confirmation of the sale and otherwise to comply with all the applicable state and federal securities laws, rules and regulations. If in accordance with the foregoing covenants the Purchaser delivers a Preliminary Official Statement, the Purchaser will deliver to such original purchasers a final Official Statement promptly after the same shall become available. Further, the Purchaser agrees not to use the Official Statement for the purpose of marketing or reoffering the Series 2024 Bonds subsequent to receiving notice from the Issuer or the Borrower or Astera which both (i) states that the Official Statement contains an untrue statement of a material fact or omits to state a material fact, and (ii) specifically identifies the material fact or omission, provided that upon amending the Official Statement to the satisfaction of the party delivering the notice pursuant hereto the Purchaser may, subject to the continuing obligations contained herein, resume use of the amended Official Statement in marketing or reoffering the Series 2024 Bonds, and provided further that nothing herein contained shall create any obligation on the part of the Issuer to provide the Purchaser with any notices regarding the Official Statement. Further, the Purchaser agrees not to use the Official Statement for the purpose of marketing or reoffering the Series 2024 Bonds after [May __, 2024] without the consent of the Corporation.

Section 9. Not a Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer and each of Astera and the Borrower acknowledge and agree that: (i) the transaction contemplated by this Bond Purchase Agreement is an arm's length, commercial transaction between the Issuer, the Borrower and Astera and the Purchaser in which the Purchaser is acting solely as a principal and not acting as a fiduciary or municipal advisor to the Issuer or the Borrower or Astera; (ii) the Purchaser has provided advice with respect to the structure, timing or other similar matters concerning the Bonds as an underwriter and not as a fiduciary or municipal advisor to the Issuer or the Borrower or Astera; (iii) the Purchaser is acting solely in its capacity as an underwriter for its own account; (iv) the only obligations the Purchaser has to the Issuer and the Borrower or Astera with respect to the transaction contemplated hereby are set forth expressly in this Bond Purchase Agreement; and (v) the Issuer and the Borrower or Astera have consulted with their own legal, accounting, tax, financial and other advisors, as applicable, to the extent they deem appropriate. Without limiting the foregoing, the Purchaser has delivered a letter dated November 2, 2023 to the Issuer and Astera

in order to comply with its obligations under Rule G-17 of the Municipal Securities Rulemaking Board, the receipt of which has been acknowledged by the Issuer and Astera.

Section 10. Preliminary Official Statement and Official Statement.

(a) The Borrower and Astera each hereby authorize and ratify, and the Issuer consents to, the distribution by the Purchaser of the Preliminary Official Statement and the Official Statement. The Series 2024 Bonds will be offered for sale by the Purchaser pursuant to a definitive Official Statement.

(b) The Issuer shall, at the expense of the Borrower and Astera, deliver to the Purchaser within seven business days of the date of this Bond Purchase Agreement a sufficient number of copies of the Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12. The Issuer shall, at the expense of the Borrower and Astera, deliver to the Purchaser copies of the Official Statement in sufficient quantity, in the Purchaser's opinion, to accompany any confirmation that requests payment from any customer and to comply with rules of the Securities and Exchange Commission (the "Commission") and the Municipal Securities Rulemaking Board ("MSRB"). To the extent required by rules of the Commission or MSRB, the Issuer, the Borrower and Astera hereby authorize the Purchaser to deliver the Official Statement to a nationally recognized municipal securities information repository and the Purchaser agrees to make such delivery.

(c) The Issuer agrees that the Official Statement and copies of the Bond Indenture may be used by the Purchaser in the initial public offering of the Series 2024 Bonds and that it will cooperate, at the cost of the Borrower and Astera, with the Purchaser if the Purchaser decides to qualify the Series 2024 Bonds under the securities acts of any states and will furnish the Purchaser with copies of resolutions, ordinances, applications, reports and other documents, certified as appropriate, as shall be necessary in the reasonable judgment of Purchaser's Counsel to effect such registration or confirmation of exemption from registration; provided that the Issuer shall not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such registration or exemption from registration or otherwise take any action that would subject it to service of process in any state other than the State of Minnesota.

(d) The Issuer, Astera and the Borrower will not amend or supplement the Official Statement without the consent of the Purchaser, which consent will not be unreasonably withheld. From the date hereof until the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the "end of the underwriting period" (as defined in Rule 15c2-12), if any event occurs as a result of which the Issuer, Astera or the Borrower believes it may be necessary to amend or supplement the Official Statement in order to correct any untrue statement of a material fact contained in the Official Statement or to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer, Astera, or the Borrower, as applicable, will notify the Purchaser in writing of such event and, if such event requires, in the opinion of the counsel to the Purchaser, an amendment or supplement to the Official Statement, at the Borrower's and Astera's expense the Issuer, Astera,

or the Borrower will amend or supplement the Official Statement in a form and in a manner jointly approved by the Borrower, Astera and the Purchaser, which approval will not be unreasonably withheld, so the Official Statement, as so amended or supplemented, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading. Unless otherwise notified in writing by the Purchaser on or before the Closing Date, the Issuer may assume that the “end of the underwriting period” for purposes of Rule 15c2-12 shall be the Closing Date.

Section 11. Closing, Delivery and Payment. The closing for the Series 2024 Bonds shall be held at 9:00 a.m., February [], 2024, at the offices of Dorsey & Whitney LLP, or at such other time as shall be mutually agreeable to the parties hereto. The Series 2024 Bonds shall be delivered to the Purchaser at said offices of Dorsey & Whitney LLP (or such other location as may be designated by the Purchaser and approved by the Issuer) in sufficient time prior to the Closing Date to meet the requirements of The Depository Trust Company. Upon closing, the Purchaser will accept the delivery of the Series 2024 Bonds, and will make payment therefor as provided herein in federal funds or other immediately available funds upon tender of the Series 2024 Bonds to the Purchaser by the Issuer, and delivery to the Purchaser of all the Closing Documents identified in Section 12.

Section 12. Closing Documents. The “Closing Documents” shall consist of, or cover in substance, the following, each properly executed, certified or otherwise verified, dated as of or prior to the Closing Date, and in such form as may be satisfactory to Bond Counsel, the Borrower, Astera, the Guarantor, Counsel to the Borrower, Counsel to Astera, Counsel to the Guarantor, the Purchaser, Purchaser’s Counsel, and the Issuer including, but not limited to, the matters hereinafter set forth:

- (a) the Borrower Documents, the Astera Documents and the Bond Indenture;
- (b) the Issuer’s closing certificate signed by an Authorized City Representative, as defined in the Loan Agreement, confirming:
 - (i) in all material respects, the representations and warranties made by the Issuer in this Bond Purchase Agreement, the Loan Agreement and the Bond Indenture;
 - (ii) that to the Issuer’s knowledge there is no litigation pending or threatened to restrain or enjoin the delivery of the Series 2024 Bonds or contesting or adversely affecting any authority for the issuance of the Series 2024 Bonds, or the validity of the Series 2024 Bonds, the Loan Agreement, the Bond Indenture or this Bond Purchase Agreement, or contesting the powers of the Issuer; and
 - (iii) the adoption and present effectiveness of all resolutions considered necessary, in the opinion of Bond Counsel [and the Attorney General of the State of Minnesota (the “Attorney General”),] in connection with the transactions contemplated hereby, together with copies of said resolutions, certified by an Authorized City Representative;
- (c) a closing certificate signed by the Authorized Company Representative on behalf of the Borrower, confirming:

(i) in all material respects, the representations and warranties made by the Borrower in the Borrower Documents;

(ii) that there is no litigation pending or, to the best of his/her knowledge, threatened to restrain or enjoin the transactions contemplated by the Borrower Documents or questioning the validity hereof or thereof, or in any way contesting the corporate existence or powers of the Borrower;

(iii) the adoption and present effectiveness of all resolutions of its governing body considered necessary, in the opinion of the Counsel to the Borrower, in connection with the transactions contemplated hereby, with copies of those resolutions, certified by the Secretary of the Borrower, attached thereto;

(iv) that, except as described in the Official Statement, subsequent to [February 1, 2024], there have been no material adverse changes in the assets, liabilities or condition of the Borrower, financial or otherwise, and neither have the business nor the properties of the Borrower been adversely affected in any substantial way as a result of any fire, explosion, accident, strike, riot, flood, windstorm, earthquake, embargo, war or act of God or of the public enemy; and

(v) no proceedings are pending or, to the best of his/her knowledge, threatened in any way contesting or affecting the status of the Borrower as a Minnesota limited liability company and an organization described in Section 501(c)(3) of the Code;

(d) a closing certificate signed by the Authorized Astera Representative on behalf of Astera, confirming:

(i) in all material respects, the representations and warranties made by Astera in the Astera Documents;

(ii) that there is no litigation pending or, to the best of his/her knowledge, threatened to restrain or enjoin the transactions contemplated by the Astera Documents or questioning the validity hereof or thereof, or in any way contesting the corporate existence or powers of Astera;

(iii) the adoption and present effectiveness of all resolutions of its governing body considered necessary, in the opinion of the Counsel to Astera, in connection with the transactions contemplated hereby, with copies of those resolutions, certified by the Secretary of Astera, attached thereto;

(iv) that, except as described in the Official Statement, subsequent to the date of the last audited financial statements, there have been no material adverse changes in the assets, liabilities or condition of Astera, financial or otherwise, and neither have the business nor the properties of Astera been adversely affected in any substantial way as a result of any fire, explosion, accident, strike, riot, flood, windstorm, earthquake, embargo, war or act of God or of the public enemy; and

(v) no proceedings are pending or, to the best of his/her knowledge, threatened in any way contesting or affecting the status of Astera as a Minnesota non-profit corporation determined to be an organization described in Section 501(c)(3) of the Code;

(e) for each of the Borrower and Astera, its Articles of Incorporation or Articles of Organization, as applicable, and a certificate of good standing, each certified by the Secretary of State of the State of Minnesota within thirty days of the Closing Date, and a copy of its By-Laws certified by its Secretary;

(f) the opinion of Bond Counsel for the Series 2024 Bonds in substantially the form set forth in APPENDIX I to the Official Statement and a Supplemental Opinion of Bond Counsel addressed to the Issuer and to the Purchaser in substantially the form attached hereto as Exhibit A;

(g) [the approving opinion of the Attorney General with respect to the Series 2024 Bonds, in form and substance satisfactory to Bond Counsel, addressed to the Issuer and the Purchaser, in substantially the form attached hereto as Exhibit B;]

(h) the Guaranty dated February ___, 2024 made by CentraCare Health System (the “Guarantor”) for the benefit of the Borrower;

(i) opinions of Counsel to the Borrower, Counsel to Astera and Counsel to the Guarantor, each in form and substance satisfactory to the Purchaser, Bond Counsel and Purchaser’s Counsel;

(j) evidence satisfactory to Bond Counsel that the Borrower and Astera are organizations described in Section 501(c)(3) of the Code;

(k) an appropriate certification in form and substance satisfactory to Bond Counsel, pursuant to the requirements of Sections 103(b)(2) and 148 of the Code;

(l) IRS Form 8038;

(m) a copy of any permits or licenses which the Borrower or Astera is required to have to operate their facilities;

(n) the Preliminary Official Statement and the Official Statement;

(o) a written certificate signed by the insurance consultant of Astera to the effect that all of the insurance coverage required by the [Loan Agreement] or the Installment Sales Contract is in full force and effect;

(p) the Blue Sky Survey and Legal Investment Memorandum indicating the states and other jurisdictions of the United States in which the Series 2024 Bonds may be sold in compliance with the Blue Sky or other securities laws or regulations of such states and other jurisdictions and the eligibility of the Series 2024 Bonds for investment by savings banks and other institutions;

(q) evidence that Fitch Ratings has assigned the Series 2024 Bonds a rating of at least “[]” and that the Series 2024 Bonds continue to have such rating; and

(r) such additional legal opinions, certificates, instruments and other documents, as the Purchaser, the Issuer, Purchaser’s Counsel or Bond Counsel may reasonably request to evidence: compliance by the Issuer and the Borrower or Astera with legal requirements; the truth and accuracy, as of the Closing Date, of the respective representations contained herein and in the Official Statement; and the due performance or satisfaction by them of all agreements to be performed by them and all conditions to be satisfied by them at or prior to the Closing Date.

Section 13. Termination by the Purchaser. This Bond Purchase Agreement may be terminated in writing by the Purchaser if any of the following shall occur:

(i) this Bond Purchase Agreement shall not have been accepted by the Borrower and Astera within the time herein provided;

(ii) the signed Official Statement shall not have been provided within the time required by this Bond Purchase Agreement;

(iii) the Series 2024 Bonds and all of the Closing Documents shall not have been delivered to the Purchaser as of 1:00 p.m., local time, on the Closing Date;

(iv) legislation shall be enacted, or actively considered for enactment, or a court decision announced, or a ruling, regulation or decision by or on behalf of a governmental agency having jurisdiction of the subject matter shall be made to the effect that the revenue or other income of the general character to be derived from the Borrower or Astera or by any similar body under the Bond Indenture, as amended and supplemented, or similar instrument, or interest on obligations of the general character of the Series 2024 Bonds, shall not be excludable from gross income for federal income tax purposes, or that securities of the general character of the Series 2024 Bonds shall not be exempt from registration under the Securities Act of 1933 (the "Securities Act"), or that the Bond Indenture, as amended and supplemented, shall not be exempt from qualification under the Trust Indenture Act of 1939 (the "Trust Indenture Act"), or the offering or sale of the Series 2024 Bonds would be in violation of the Securities Act, the Securities Exchange Act of 1934, as amended and then in effect, the Trust Indenture Act, or similar federal law(s);

(v) there shall exist any event or circumstance which, in the reasonable opinion of the Purchaser, either makes untrue or incorrect in a material respect any statement or information contained in the Official Statement, or is not reflected in the Official Statement but should be reflected in order to make the statements and information contained therein not misleading in any material respect;

(vi) there shall have occurred any outbreak of hostilities or other national or international calamity or crisis, the effect of such outbreak, calamity or crisis on the financial markets of the United States of America being such as, in the opinion of the Purchaser, would make it impracticable for the Purchaser to sell the Series 2024 Bonds;

(vii) there shall be in force a general suspension of trading on the New York Stock Exchange;

(viii) in the judgment of the Purchaser the market price of the Series 2024 Bonds, or the market price generally of obligations of the general character of the Series 2024 Bonds, might be adversely affected because:

(a) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, or

(b) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Series 2024 Bonds or similar obligations, any material restrictions not now in force, or

increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Purchaser;

(ix) a general banking moratorium shall have been declared by either federal, Minnesota or New York authorities having jurisdiction, and shall be in force; or

(x) except as disclosed in the Official Statement, any change in the senior management of Astera or the Guarantor which, in the reasonable opinion of the Purchaser, would adversely affect the market price of or permit purchasers from the Purchaser to refuse to accept delivery of the Series 2024 Bonds.

Section 14. Termination by Issuer, the Borrower or Astera. This Bond Purchase Agreement may be terminated in writing by the Issuer, the Borrower or Astera in the event that the Purchaser shall fail to accept delivery of the Series 2024 Bonds on the Closing Date upon tender thereof to the Purchaser by the Issuer and all of the Closing Documents shall have been delivered within the time provided by this Bond Purchase Agreement.

Section 15. Establishment of Issue Price.

(a) The Purchaser agrees to assist the Issuer in establishing the issue price of the Series 2024 Bonds and shall execute and deliver to the Issuer at the Closing Date an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2024 Bonds.

(b) The Issuer will treat the first price at which 10% of each maturity of the Series 2024 Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Purchaser shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2024 Bonds. The Purchaser has advised the Issuer that the first price at which at least 10% of each maturity of the Series 2024 Bonds was sold to the public is the respective price set forth in Schedule I hereto. For purposes of this Section, if Series 2024 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2024 Bonds.

(c) The Purchaser confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2024 Bonds of that maturity allocated to it have been sold or it is notified by the Purchaser that the 10% test has been satisfied as to the Series 2024 Bonds of that maturity, provided that, the reporting obligation

after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Purchaser, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Purchaser,

(B) to promptly notify the Purchaser of any sales of Series 2024 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2024 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Purchaser shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2024 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2024 Bonds of that maturity allocated to it have been sold or it is notified by the Purchaser or the dealer that the 10% test has been satisfied as to the Series 2024 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Purchaser or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Purchaser or the dealer and as set forth in the related pricing wires.

(d) The Issuer acknowledges that, in making the representations set forth in this section, the Purchaser will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Purchaser shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds.

(e) The Purchaser acknowledges that sales of any Series 2024 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2024 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) 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 Series 2024 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2024 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2024 Bonds to the public),

(iii) a purchaser of any of the Series 2024 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

Section 16. Expenses. Expenses and costs of the Issuer, the Borrower and Astera incident to the performance of their obligations in connection with the offering of the Series 2024 Bonds, including, but not limited to, Issuer’s fee, fees of accountants and consultants for the Borrower or Astera, Bond Counsel, Purchaser’s Counsel, Counsel to the Borrower, Counsel to Astera, Counsel to the Guarantor, the Trustee, rating agencies, the expenses of recording and printing, and fees and expenses in connection with the registration or qualification of the Series 2024 Bonds for “blue sky” purposes incurred by the Purchaser shall be paid by the [Borrower and Astera]. The agreements contained in this Section shall survive the termination of this Bond Purchase Agreement.

Section 17. Notices. Any notice or other communication to be given to the Issuer or the Corporation under this Bond Purchase Agreement may be given by delivering the same in writing to their respective addresses set forth above; and any such notice or other communication to be given to the Purchaser may be given by delivering the same in writing to B.C. Ziegler and Company, One North Wacker Drive, Suite 2000, Chicago, Illinois 60606, Attn: Municipal Underwriting.

Section 18. Parties and Interests; Undertakings; Survival of Representations. This Bond Purchase Agreement is made solely for the benefit of the Issuer, the Borrower, Astera

and the Purchaser, including their successors and assigns, provided that the Purchaser may not assign this Bond Purchase Agreement without the written consent of the Issuer, the Borrower and Astera and no other person, partnership, limited liability company, association or corporation (including any purchaser of the Series 2024 Bonds) shall acquire or have any rights hereunder or by virtue hereof. The Issuer, Astera and the Borrower have adopted and joined in this Bond Purchase Agreement for the purpose of approving the undertakings hereunder of the Purchaser and to make the respective representations, undertakings, indemnities and consents expressly stated herein with respect to the Issuer, Astera and the Borrower. All representations and agreements by the Issuer, Astera, the Borrower and the Purchaser in this Bond Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any of the parties hereto, and shall survive the delivery of and payment for the Series 2024 Bonds.

Section 19. Indemnification. The parties hereto acknowledge that no present or future officer, member, official, employee or agent of the Issuer shall be liable personally on the Series 2024 Bonds or be subject to any personal liability or accountability by reason of the issuance thereof, and the Borrower and Astera hereby agree to indemnify and hold any such present or future officer, member, official, employee or agent harmless from any liability whatsoever which such persons may suffer or incur relating in any way to the Series 2024 Bonds, or the execution, delivery or performance by the Issuer of this Bond Purchase Agreement or any other documents relating to the Series 2024 Bonds to which the Issuer is a party, and no covenant, representation, stipulation, obligation or agreement contained in the Bond Indenture, the Loan Agreement, and this Bond Purchase Agreement shall be deemed to be a covenant, representation, stipulation, obligation or agreement of any present or future member, officer, official, agent or employee of the Issuer, the State of Minnesota, or any agency or political subdivision thereof in his individual capacity. The Borrower and Astera further agree to indemnify and hold harmless the Purchaser, and any person who controls the Purchaser within the meaning of the Securities Act of 1933, as amended, and the Issuer and all members, officers, officials, employees and agents of the Issuer, the State of Minnesota and any agency or political subdivision thereof against any and all losses, claims, damages and liabilities arising out of any statement or information contained in the Official Statement relating to the Borrower and Astera, their properties, operations and revenues that is untrue in any material respect, or the omission therefrom of any information which should be contained therein or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect (unless, in the case of the Purchaser, such omission is in reliance upon the advice of the Purchaser or Purchaser's Counsel), and to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any untrue statement or omission if such settlement is effected with the written consent of the Borrower and Astera. In case any claim shall be made or action brought against the Purchaser, any controlling person (as aforesaid) or the Issuer, the State of Minnesota and any agency or political subdivision thereof based upon the Official Statement, in respect of which indemnity may be sought against the Borrower and Astera, the Purchaser, such controlling person or the Issuer, as the case may be, shall promptly notify the Borrower and Astera in writing setting forth the particulars of such claim or action and the Borrower and Astera shall assume the defense thereof, including the retaining of Counsel (which, if separate defenses are available to the indemnified party that are not available to the Borrower and Astera, shall be counsel other than counsel for the Borrower

and Astera) and the payment of all expenses. The Purchaser, any such controlling person or the Issuer shall have the right to retain separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the party retaining such counsel unless the retaining of such counsel has been specifically authorized by the Borrower and Astera or is authorized by the immediately preceding sentence. This indemnity shall be in addition to any similar or other obligations which the Borrower and Astera may have under the Loan Agreement or the Installment Sales Contract.

Section 20. Severability. If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 21. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

Section 22. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State of Minnesota.

B.C. ZIEGLER AND COMPANY

By: _____
Managing Director

Accepted and Agreed to:

ASTERA HEALTH

By: _____
Title: _____

WADENA CANCER CENTER LLC

By: _____
Title: _____

CITY OF WADENA, MINNESOTA

By: _____
[Mayor]

By: _____
[City Administrator]

40824208

SCHEDULE I

\$[] Series 2024 Bonds – Term Bond*

Maturity Date (December 1)	Principal Amount	Interest Rate	Price

* Subject to optional redemption on or after December 1, 20__, in whole or in part at any time; at par plus any accrued interest to such redemption date. The Series 2024 Bonds are also subject to extraordinary optional redemption pursuant to the provisions of the Bond Indenture.

^c=Priced to call date of [December 1, 20__].

Mandatory Sinking Fund Redemption. The Series 2024 Bonds shall be redeemed in part on the dates and in the amounts specified below, at a redemption price equal to 100% of the principal amount redeemed plus accrued interest thereon to the redemption date.

Date (December 1)	Amount

^m =Maturity

EXHIBIT A

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

February ____, 2024

City of Wadena
Wadena, Minnesota

B.C. Ziegler and Company
Chicago, Illinois

Re: \$_____ City of Wadena Revenue Bonds (Wadena Cancer Center Project)
Series 2024 (the “Bonds”)

We have acted as bond counsel to the City of Wadena, Minnesota (the “Issuer”) in connection with the issuance by the Issuer of the above-captioned Bonds, and have delivered on the date hereof our approving opinion (the “Approving Opinion”) with respect to the Bonds. This opinion is rendered pursuant to [Section 12(f)] of the Bond Purchase Agreement relating to the purchase and sale of the Bonds among the Issuer, Astera Health, Wadena Cancer Center LLC and B.C. Ziegler and Company (the “Underwriter”), dated February ____, 2024 (the “Bond Purchase Agreement”), and is supplementary to our Approving Opinion. Capitalized terms used herein and not defined have the meanings set forth in the Bond Purchase Agreement.

We have examined (in addition to the proceedings, documents and certifications specified in the Approving Opinion) an executed counterpart of the Bond Purchase Agreement and the Official Statement pertaining to the Bonds, dated _____, 2024 (the “Official Statement”), and on the basis of such examination and our review of such other information, records and documents as in our judgment is necessary and advisable, we are of the opinion that:

1. The Bond Purchase Agreement has been duly authorized, executed and delivered by the Issuer, and assuming due and valid authorization, execution and delivery by, and enforceability against, the parties thereto other than the Issuer (as to which no opinion is expressed), constitutes the valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors’ rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination, and its enforcement may be subject to the exercise of judicial discretion in appropriate cases.

2. The statements contained in the Official Statement under the captions “INTRODUCTORY STATEMENT – The Bonds, -Security and Source of Payment for the Bonds,” “THE BONDS” (except the information under the subcaption “Book-Entry-Only System for the Bonds”), “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS,” “THE GROUND LEASE,” “THE BUILDING LEASE,” “THE INSTALLMENT SALES CONTRACT,” “THE GUARANTY,” “ASSIGNMENT AGREEMENTS,” and “TAX CONSIDERATIONS”

(except in all cases relating to any financial and statistical data and forecasts included in the foregoing portions of the Official Statement, as to which no view or opinion is expressed), to the extent that said statements describe or summarize certain provisions of the Bonds, the Bond Indenture, the Loan Agreement, the Ground Lease, the Building Lease, the Installment Sales Contract, the Guaranty or the Assignment Agreements and certain federal and State of Minnesota income tax matters relating to the Bonds, are accurate statements or summaries thereof in all material respects, and nothing has come to our attention that would lead us to believe that the foregoing portions of the Official Statement contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

3. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Bond Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

The Underwriter may rely on our Approving Opinion as though it was specifically addressed to the Underwriter.

Very truly yours,

EXHIBIT B

OPINION OF ATTORNEY GENERAL

[DISCUSS]

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE

CERTIFICATE OF B.C. ZIEGLER AND COMPANY

The undersigned, on behalf of B.C. Ziegler and Company (the “*Ziegler*”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “*Bonds*”) of the City of Wadena, Minnesota (the “*Issuer*”).

1. Sale of the Bonds. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule 1.

2. Defined Terms.

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *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 Bonds 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 Bonds 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 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Ziegler’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 with respect to certain of the representations set forth in the Tax Compliance Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP in connection with rendering their opinion that the interest on the Bonds 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 from time to time relating to the Bonds.

Dated: February __, 2024

B.C. ZIEGLER AND COMPANY,
as Underwriter

By: _____

SCHEDULE 1 TO ISSUE PRICE CERTIFICATE

SALE PRICES OF THE BONDS

\$_____ Series 2024 Bonds – Term Bond

Maturity Date (December 1)	Principal Amount	Interest Rate	Price
	\$_____	_____%	_____% ^C

^C=Priced to call date of December 1, 20____.

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LOAN AGREEMENT

Between

CITY OF WADENA

and

WADENA CANCER CENTER LLC

relating to

 \$[PAR]
 City of Wadena
 Revenue Bonds
 (Wadena Cancer Center Project)
 Series 2024

Dated as of February 1, 2024

Certain rights, title and interest of the City of Wadena (the “City”) (other than certain reserved rights of the City hereunder) have been pledged and assigned to [UMB Bank, n.a.], as trustee (the “Trustee”), under a Bond Indenture, dated as of the date hereof, between the City and the Trustee.

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LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of February 1, 2024 (this “Agreement”), by and between the CITY OF WADENA, a municipality organized and existing under the Constitution and laws of the State of Minnesota (the “City”), and WADENA CANCER CENTER LLC, a limited liability company duly organized and existing under the laws of the State of Minnesota (the “Company”).

W I T N E S S E T H:

WHEREAS, pursuant to a Bond Indenture, dated as of the date hereof, between the City and UMB Bank, n.a., as Trustee (together with any amendments thereto or supplements thereof, referred to as the “Indenture”), the City will issue its Bonds, as defined in the Indenture, under the provisions of Minnesota Statutes, Sections 469.152 through 469.165, as amended (as the same may be amended or supplemented from time to time, the “Act”) and loan the proceeds thereof to the Company to finance the project described in Exhibit A hereto (the “Project”); and

WHEREAS, the Project is to be located on land (the “Land”) located in the City of Wadena and County of [Otter Tail][Wadena], Minnesota that is owned by Astera Health (“Astera”), a Minnesota nonprofit corporation and its successors and assigns; and

WHEREAS, the Land has been ground-leased by Astera to the Company pursuant to a Ground Lease, dated February [___], 2024, between Astera and the Company (the “Ground Lease”); and

WHEREAS, the Land and the related improvements to be constructed on the Land, as more fully described in Exhibit A hereto as the “Project”, have been leased by the Company to Astera pursuant to the Building Lease, dated February [___], 2024, between the Company and Astera (the “Building Lease”); pursuant to which Astera agrees to pay all Repayment Installments and certain Additional Payments, each as defined in the Bond Indenture; and

WHEREAS, CentraCare Health System, a Minnesota nonprofit corporation (the “Guarantor”), has issued its Guaranty dated February [___], 2024 (the “Guaranty”) pursuant to which the Guarantor guarantees the performance of Astera’s obligations to make payments under the Building Lease; and

WHEREAS, the City hereby finds that the financing of the Project is in the public interest and that the financing of the Project will enable or assist the Company and Astera to fulfill their obligations to provide more adequate health facilities and medical care; and

WHEREAS, the payments from Astera pursuant to the Building Lease, together with payments, if any, received under the Guaranty and the Development Agreement described below, shall be the sole sources of repayment of the obligations of the Company under this Agreement; and

WHEREAS, the Company has entered into a Development Services Agreement dated [____], 2024 (the “Development Agreement”) with Mortenson Development, Inc., a

Minnesota corporation (the “Developer”), pursuant to which the Developer will develop and construct the Project and covenant to make Repayment Installments in the event the Project is not completed by the “Substantial Completion Deadline” as defined in the Development Agreement; and

WHEREAS, to secure repayment of the obligations of the Company under this Agreement, (i) the Company has assigned certain of its rights, title and interest in the Ground Lease, the Building Lease, and the Development Agreement, to the Trustee pursuant to the Assignment of Company Rights Agreement, dated February [____], 2024 (the “Project Assignment Agreement”); and (ii) the Company has assigned all of its rights, title and interest under the Guaranty pursuant to the Assignment of Guaranty Agreement to the Trustee (the “Guaranty Assignment Agreement”); and

WHEREAS, the City and the Company desire to enter into this Agreement (as further defined in Section 1.01 of the Bond Indenture, this “Agreement”) to specify, among other things, the terms and conditions of the loan of the proceeds of the Bonds from the City to the Company and to establish the obligations of the Company to make payments at such times and in such manner as may be necessary to provide for full payment of the debt service on the Bonds, as such debt service becomes due; and

WHEREAS, the City and the Company have each duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, in consideration of the premises and the respective representations and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 **Definition of Terms.** Unless the context otherwise requires, the terms used in this Agreement shall have the meanings specified in Section 1.01 of the Bond Indenture, as originally executed or as it may from time to time be supplemented or amended as provided therein.

Section 1.2 **Number and Gender.** The singular form of any word used herein, including the terms defined in Section 1.01 of the Bond Indenture, shall include the plural, and vice versa. The use herein of a word of any gender shall include all genders.

Section 1.3 **Articles, Sections, Etc.** Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivisions of this Agreement as the same may be amended and supplemented from time to time in accordance with the provisions hereof and of the Bond Indenture. The words “hereof,” “herein,” “hereunder” and words of similar import refer to this Agreement as a whole. The headings or titles of the several articles and sections, and the table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions hereof.

ARTICLE II

REPRESENTATIONS OF CITY AND COMPANY

Section 2.1 **Representations of the City.** The City makes the following representations to the Company:

(A) The City is a municipality organized and existing under the Constitution and laws of the State of Minnesota, is duly organized and existing under the laws of the State, is authorized pursuant to the Act to enter into the transactions contemplated by this Agreement, the Bond Indenture and the Tax Compliance Certificate and to carry out its obligations hereunder and thereunder, and has duly authorized the execution and delivery of this Agreement, the Bond Indenture and the Tax Compliance Certificate .

(B) The City shall loan the Company the proceeds of the Bonds, which proceeds will be used to provide for the financing of the Project.

(C) The execution, delivery and performance of this Loan Agreement and the Indenture do not violate any charter provision, or any agreement or any court order or judgment in any litigation to which the City is a party or by which it is bound.

Section 2.2 **Representations of the Company.** The Company represents and warrants to the City that, as of the date of execution of this Agreement and as of the date of delivery of the Bonds to the initial purchasers thereof (such representations and warranties to remain operative and in full force and effect regardless of the issuance of the Bonds or any investigations by or on behalf of the City or the results thereof):

(A) The Company is a limited liability company duly organized and existing under the laws of the State of Minnesota, has the requisite corporate right, power and authority to enter into this Agreement, the Ground Lease, the Building Lease, the Development Agreement, the Project Assignment Agreement, Guaranty Assignment Agreement and the Tax Compliance Certificate, and to carry out and consummate all transactions contemplated of the Company by this Agreement, the Ground Lease, the Building Lease, the Development Agreement, the Project Assignment Agreement, Guaranty Assignment Agreement and the Tax Compliance Certificate, and by proper corporate action has duly authorized the execution and delivery of this Agreement and such other documents to which it is a party.

(B) The officers of the Company executing this Agreement, the Ground Lease, the Building Lease, the Development Agreement, the Project Assignment Agreement, Guaranty Assignment Agreement and the Tax Compliance Certificate are duly and properly in office and fully authorized to execute the same.

(C) This Agreement, the Ground Lease, the Building Lease, the Development Agreement, the Project Assignment Agreement, Guaranty Assignment Agreement and the Tax Compliance Certificate have been duly authorized, executed and delivered by the Company. This Agreement, the Ground Lease, the Building Lease, the Development Agreement, and the Project Assignment Agreement, Guaranty Assignment Agreement, the Tax Compliance Certificate constitute the legal, valid and binding agreements of the Company enforceable against the

Company by the parties thereto. This Agreement, the Ground Lease, the Building Lease, the Development Agreement, the Project Assignment Agreement, Guaranty Assignment Agreement and the Tax Compliance Certificate are enforceable against the Company by the Trustee in accordance with their terms for the benefit of the Holders of the Bonds, and any rights of the City and obligations of the Company in this Agreement not so assigned to the Trustee constitute the legal, valid, and binding agreements of the Company enforceable against the Company by the City in accordance with their terms. The enforceability of the documents referred to herein is subject, in each case to the extent enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity, and by public policy.

(D) The execution and delivery of this Agreement, the Ground Lease, the Building Lease, the Development Agreement, the Project Assignment Agreement, Guaranty Assignment Agreement and the Tax Compliance Certificate, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not (1) conflict with or constitute a breach of or default under the Articles of Organization or the Limited Liability Company Agreement of the Company or to the best knowledge of the Company after reasonable investigation, any loan agreement, bond, debenture, note or other evidence of indebtedness or any contract, agreement or lease to which the Company is a party or by which any of the Company's property is bound in a manner that would have a material adverse effect on the Company or its properties, or (2) to the best knowledge of the Company, in any material respect violate or constitute a default under any law or administrative rule or regulation or any court or administrative decree or order applicable to the Company.

(E) No consent or approval of any trustee or holder of any indebtedness of the Company or any guarantor of indebtedness of or other provider of credit or liquidity for the Company, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution, delivery and performance by the Company of this Agreement, the Ground Lease, the Building Lease, the Development Agreement, the Project Assignment Agreement, the Guaranty Assignment Agreement or the Tax Compliance Certificate or the consummation by the Company of any transaction herein or therein contemplated, or the fulfillment of or compliance by the Company with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect or are required to be obtained during the course of construction of the Project and are anticipated by the Company to be obtained in the ordinary course of business.

(F) The total Cost of the Project, the funding of capitalized interest and the Cost of Issuance Fund are hereby determined to be not less than \$[____], and the financing of such costs by the City will assist the Company in providing more adequate medical care and health facilities.

(G) The Company covenants that (i) it will not permit the Project to be used primarily for sectarian purposes; (ii) it will require Astera to admit into and treat individuals in the Project without regard to race, creed, color, sex, national origin or religion and (iii) it will not restrict use of its facilities on racial or religious grounds.

(H) There are no actions, suits or proceedings which have been served on the Company or, to the knowledge of the Company, are otherwise pending or threatened against the Company;

(i) to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of Revenues pledged under the Bond Indenture or the payment of Repayment Installments hereunder;

(ii) in any way contesting or adversely affecting the authority for the issuance of the Bonds or the validity of the Bonds, the Bond Indenture, the Ground Lease, the Building Lease, the Development Agreement, the Guaranty, the Project Assignment Agreement, the Guaranty Assignment Agreement or the Tax Compliance Certificate;

(iii) in any way contesting the existence or powers of the Company;

(iv) which, if determined adversely to it, would materially and adversely affect the consummation of the transactions contemplated by this Agreement, the Ground Lease, the Building Lease, the Development Agreement, the Guaranty, the Project Assignment Agreement, Guaranty Assignment Agreement, the Tax Compliance Certificate or the ability of the Company to perform its material obligations hereunder or thereunder; or

(v) contesting the Company's or NHREFCO's status as Tax-Exempt Organizations described in Section 501(c)(3) of the Code or which would subject any income of the Company or NHREFCO to federal income taxation to such extent as would result in loss of the exclusion from gross income for federal income tax purposes of interest on any of the Bonds under Section 103 of the Code.

(I) The sole member of the Company is NHREFCO, which is a Texas non-profit corporation, and NHREFCO is a Tax-Exempt Organization. NHREFCO is an organization described in Section 501(c)(3) of the Code, and is exempt from federal income tax under Section 501(a) of the Code, except with respect to any unrelated business income. The Company is a disregarded entity within the meaning of Regulations Section 301.7701-2(c)(2) and 301.7701-3(b)(1)(ii), and as such the Company's ownership and operation of the Project is, for federal tax purposes, the ownership and operation of the Project by a Tax-Exempt Organization. NHREFCO shall at all times maintain its status as a Tax-Exempt Organization described in Section 501(c)(3) of the Code and its exemption from federal income tax under Section 501(a) of the Code or corresponding provisions of future federal income tax laws. The Company shall at all times maintain its status as a disregarded entity within the meaning of Regulations Section 301.7701-2(c)(2) and 301.7701-3(b)(1)(ii), the sole member of which is a Tax-Exempt Organization. The facts and circumstances which formed the basis of NHREFCO's status as a Tax-Exempt Organization described in Section 501(c)(3) of the Code as represented to the Internal Revenue Service continue to exist in all material respects.

(J) No facility financed or refinanced by any portion of the proceeds of the Bonds is or at any time will be used by any Person that is not an "exempt person" within the meaning of the Code and the regulations proposed and promulgated thereunder, or by a governmental unit or a Tax-Exempt Organization (including the Company, Astera or NHREFCO) in an "unrelated trade or business" within the meaning of Section 513(a) of the Code and the regulations proposed and

promulgated thereunder, in such manner or to such extent as would result in loss of exclusion from gross income for federal income tax purposes of interest on any of the Bonds under Section 103 of the Code.

(K) No written information, exhibit or report containing current or historical information included in the application furnished to the City by the Company in connection with the Bonds contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and the information in the Official Statement describing the Company, NHREFCO, and the Project does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(L) The Company:

(i) to the best of the Company's knowledge it is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject and which are material to its properties, operations, finances or status as a Tax-Exempt Organization; and

(ii) to the best of the Company's knowledge it has obtained all licenses, permits, franchises or other governmental authorizations necessary and material to the ownership of its property and the Project or to the conduct of its activities, and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for its operations in all cases where failure to obtain such licenses, permits, franchises or other governmental authorizations would materially and adversely affect the condition (financial or otherwise) of the Company or its ability to perform its obligations under this Agreement, the Ground Lease, the Building Lease, the Development Agreement, the Project Assignment Agreement or the Guaranty Assignment Agreement.

(M) To the best of the Company's knowledge no event of default under this Agreement, the Ground Lease, the Building Lease, the Development Agreement, the Project Assignment Agreement, Guaranty Assignment Agreement or the Tax Compliance Certificate has occurred and is continuing, and no event has occurred and is continuing which, with the passing of time or the giving of notice or both, would constitute such an event of default.

(N) The Company is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or governmental agency which default would materially and adversely affect the assets, operations or financial condition of the Company. There are no tax claims or liens pending against the Company other than such, if any, as are not delinquent or may be actively contested by the Company. The Company enjoys the peaceable and undisturbed possession of all of the premises which are material to its operation.

(O) The Company is not in default under and is not violating any material provision of its Articles of Organization or its Limited Liability Company Agreement or any material provision of any material indenture, mortgage, lien, nor to the Company's knowledge after reasonable investigation, administrative regulations, 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 or the Project is subject. Neither the execution and delivery by the Company of this Agreement nor compliance by the Company with the terms, conditions and provisions hereof or thereof (including compliance with the terms, conditions and provisions of the Ground Lease, the Building Lease, the Development Agreement, the Project Assignment Agreement, Guaranty Assignment Agreement and the Tax Compliance Certificate) will conflict with or result in a material breach of, or constitute a default under, any of the foregoing.

(P) The Company hereby agrees to all of the terms and provisions of the Bond Indenture. The Company acknowledges the assignment by the City to the Trustee of certain rights and remedies under this Agreement pursuant to Section 5.01 of the Bond Indenture.

(Q) The Project is a project that may be financed with revenue bonds of the City as provided in the Act.

(R) The Project constitutes a “health care facility” within the meaning of the Act and the Company will operate or cause the Project to be operated to the expiration of the term of this Agreement as a “health care facility” within the meaning of the Act and to the best knowledge of the Company, Astera has complete lawful authority to operate the Project for such purpose.

(S) The Company hereby acknowledges and agrees that it shall remit, or cause to be remitted, to the Trustee all Repayment Installments, if any, funded under the Development Agreement or the Guaranty and all Additional Payments to the City or the Trustee, as applicable.

(T) To the best of the Company’s knowledge, the Project is and will be consistent with any applicable existing local or regional comprehensive plan or environmental laws.

ARTICLE III

ISSUANCE OF THE BONDS; APPLICATION OF PROCEEDS

Section 3.1 **Agreement to Issue Bonds; Application of Bond Proceeds.** To provide funds to finance the Costs of the Project, funding of capitalized interest on the Bonds and payment of Costs of Issuance, the City agrees that it will issue the Bonds under the Bond Indenture, sell and cause the Bonds to be delivered to the purchasers thereof, pursuant to one or more purchase contracts approved by the Company. The City will thereupon direct the Trustee to apply the proceeds received from the sale of the Bonds as provided in the Bond Indenture.

Section 3.2 **Investment of Moneys in Funds.** Any moneys in any fund held by the Trustee shall, to the extent permitted under the Bond Indenture, at the written request of an Authorized Astera Representative, be invested or reinvested by the Trustee as provided in the Bond Indenture. Such investments shall be deemed at all times a part of the fund from which such investments were made, and the interest accruing thereon and any profit or loss realized therefrom shall, except as otherwise provided in the Bond Indenture, be credited or charged to such fund.

The Company covenants that it will not direct the Trustee to make any investments and itself will not make any investments of the proceeds of the Bonds, or any other funds in any way pledged to the security of or reasonably expected to be used to pay the Bonds, which would cause

any of the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. The Company shall not purchase any obligations of the City, pursuant to an arrangement, formal or informal, existing on the Issue Date, in an amount related to the amount of the Loan made to the Company under this Agreement. Nothing in this Section shall prohibit the Company or Astera from receiving Bonds by gift, bequest or devise or from purchasing Bonds in the secondary market other than pursuant to an arrangement related to the Loan made hereby.

ARTICLE IV

LOAN TO COMPANY; REPAYMENT PROVISIONS

Section 4.1 **Loan to Company.** The City covenants and agrees, upon the terms and conditions in this Agreement, to make the Loan to the Company of the initial aggregate principal amount of the proceeds of the Bonds for the purpose of financing the Costs of the Project, funding capitalized interest on the Bonds and payment of the Costs of Issuance. Pursuant to said covenant and agreement, the City will issue the Bonds upon the terms and conditions contained in this Agreement and the Bond Indenture.

Section 4.2 **Repayment and Payment of Other Amounts Payable.**

(A) With respect to the Loan of proceeds of the Bonds, the Company covenants and agrees to pay, or cause to be paid, to the Trustee as a Repayment Installment, on or before the 10th Business Day preceding each date provided in or pursuant to the Bond Indenture for the payment of principal of (whether at maturity or upon redemption or acceleration), premium, if any, and/or interest on the Outstanding Bonds, until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Bond Indenture, in immediately available funds, for deposit in the Bond Fund, a sum equal to the amount then payable as principal (whether at maturity or upon redemption or acceleration), premium, if any, and interest upon the Outstanding Bonds as provided in the Bond Indenture.

Each payment made by or on behalf of the Company pursuant to this Section 4.2(A) shall at all times be sufficient to pay the total amount of interest and principal (whether at maturity or upon redemption or acceleration) and premium, if any, then payable on the Bonds; provided that any amount held by the Trustee in the Bond Fund on any due date for a Repayment Installment hereunder shall be credited against the Repayment Installment due on such date, to the extent available for such purpose; and provided further that, subject to the provisions of this paragraph, if at any time the available amounts held by the Trustee in the Bond Fund are sufficient to pay all of the principal of and interest and premium, if any, on the Bonds as such payments become due, the Company shall be relieved of any obligation to make any further payments with respect to the Bonds under the provisions of this Section. Notwithstanding the foregoing, if on any date the amount held by the Trustee in the Bond Fund is insufficient to make any required payments of principal of (whether at maturity or upon redemption or acceleration) and interest and premium, if any, on the Bonds as such payments become due, the Company shall promptly pay or cause to be paid such deficiency as a Repayment Installment hereunder.

Without limiting the generality of the obligations of the Company under this Section to ensure that the moneys available in the Bond Fund are sufficient to pay when due the principal of and interest on the Outstanding Bonds, but without duplication, the Company shall make or cause to be made the deposits with the Trustee of the amounts described in (i) and (ii) below.

(i) *Interest Deposits.* The Company hereby agrees that it will deposit with the Trustee at least ten (10) Business Days preceding each Interest Payment Date an amount equal to the amount of the interest payable on the Bonds on such Interest Payment Date less any amounts then on deposit in the Bond Fund or in the Capitalized Interest Fund available to pay the interest on the Bonds payable on such Interest Payment Date.

(ii) *Principal Deposits.* The Company hereby agrees that it will deposit with the Trustee at least ten (10) Business Days preceding each Principal Installment Date an amount equal to the amount of the Principal Installment payable on the Bonds on such Principal Installment Date less any amounts then on deposit in the Bond Fund available to pay such Principal Installments on such Principal Installment Date.

(B) In addition to the Repayment Installments, the Company shall also pay or cause to be paid to the City or the Trustee, as the case may be, "Additional Payments," as follows:

(i) All taxes and assessments of any type or character charged to the City or to the Trustee affecting the amount available to the City or the Trustee from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Trustee and taxes based upon or measured by the net income of the Trustee; provided, however, that the Company shall have the right to protest any such taxes or assessments and to request the City or the Trustee, at the Company's expense, to protest and contest any such taxes or assessments levied upon them and that the Company shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would materially and adversely affect the rights or interests of the City or the Trustee;

(ii) All reasonable fees, charges and expenses of the Trustee for services rendered under the Bond Indenture and all amounts referred to in Section 8.06 of the Bond Indenture, as and when the same become due and payable;

(iii) The reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the City or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Agreement, the Ground Lease, the Building Lease, the Development Agreement, the Project Assignment Agreement, the Guaranty Assignment Agreement, the Tax Compliance Certificate or the Bond Indenture; and

(iv) To the City, reasonable expenses of the City and reasonable fees and other expenses of any consultant, agent, attorney or designee selected by the City to act on its

behalf in connection with this Agreement (including but not limited to costs and expenses required to be paid pursuant to Sections 5.6, 7.3 and 9.2 of this Agreement), the Bonds, the Bond Indenture, this Agreement, the Ground Lease, the Building Lease, the Development Agreement, the Project Assignment Agreement, the Guaranty Assignment Agreement, the Guaranty, the Tax Compliance Certificate or any other documents contemplated hereby or thereby, including without limitation reasonable expenses incurred by the City before the Internal Revenue Service in any audit, review, examination or questionnaire with respect to the Bonds, and expenses incurred by any attorneys representing the City in connection with any questions, investigations, litigation, audits or inquiries arising under this Agreement, the Bond Indenture, the Bonds, the Ground Lease, the Building Lease, the Development Agreement, the Project Assignment Agreement, the Guaranty Assignment Agreement, the Guaranty, the Tax Compliance Certificate or any related document, the amendment of any of the foregoing or the enforcement thereof, any matters affecting the Project, or any litigation that may at any time be instituted involving the Loan or the Bonds, this Agreement, the Bond Indenture, the Ground Lease, the Building Lease, the Development Agreement, the Project Assignment Agreement, the Guaranty Assignment Agreement, the Guaranty, the Tax Compliance Certificate or any other documents contemplated hereby or thereby, in each case payable no later than thirty (30) days after written request for such payment.

The covenants contained in this subsection (B) shall remain in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

Any Additional Payments shall be billed to the Company, with a copy to Astera, by the City or the Trustee from time to time, together with a statement of the City or the Trustee, as applicable, certifying that the amount billed has been incurred or paid by the City or the Trustee for one or more of the items qualifying for payment as Additional Payments and copies of any invoices so incurred or paid. After such a demand, amounts so billed shall be paid by or on behalf of the Company within thirty (30) days after receipt of the invoice by the Company and Astera. Such Additional Payments are separate and in addition to any obligation of the Company to pay any costs or other amounts directly as specified in the Bond Indenture, this Agreement, the Tax Compliance Certificate, the Ground Lease, the Building Lease, the Development Agreement, the Project Assignment Agreement, the Guaranty Assignment Agreement or any other documents contemplated hereby or thereby, including payment of such amounts as may be necessary to satisfy the Rebate Requirement in accordance with the Tax Compliance Certificate and to pay the cost of calculation of such Rebate Requirement.

(C) No provision of this Agreement shall be construed to impose any liability upon NHREFCO or any of its directors, officers, agents or employees for any obligations under this Agreement.

Section 4.3 **Unconditional Obligation; Nonrecourse Obligation.** (A) The obligations of the Company to make the payments required by Section 4.2 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the City or the Trustee, and during the term of this Agreement the Company shall pay

absolutely the payments to be made on account of the Loan as prescribed in Section 4.2 and all other payments required hereunder, free of any deductions and without abatement, diminution or setoff. Until such time as the principal of, premium, if any, and interest on the Bonds shall have been fully paid, or provision for the payment thereof shall have been made as required by the Bond Indenture, the Company (i) will not suspend or discontinue any payments provided for in Section 4.2 hereof with respect to the Bonds, the Ground Lease, the Building Lease, the Development Agreement, and the Project Assignment Agreement, the Guaranty Assignment Agreement; (ii) will perform and observe all of its other covenants contained in this Agreement with respect to the Bonds and the Project; and (iii) except as provided in Article VIII hereof, will not terminate this Agreement, the Ground Lease, the Building Lease, the Development Agreement, or the Project Assignment Agreement, the Guaranty Assignment Agreement for any cause, including, without limitation, the occurrence of any act or circumstances that may constitute failure of consideration, destruction of or damage to, or taking or condemnation of, all or any part of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either of these, or any failure of the City or the Trustee to perform and observe any covenant, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Bond Indenture.

(B) Anything to the contrary set forth in this Agreement notwithstanding, the payment obligations and all other obligations of the Company hereunder, including without limitation, indemnification obligations, are nonrecourse obligations of the Company, payable solely out of the Company's interest in the funds and accounts created under the Bond Indenture (other than the Rebate Fund) and the Gross Receipts to the extent received by the Company and available therefor. The payment obligations and other obligations due hereunder do not constitute or create an obligation, general or special, or debt, liability or moral obligation of the Company, except to the extent that they are so payable from such funds and accounts created under the Bond Indenture (other than the Rebate Fund) or the Gross Receipts. Any recovery under this Agreement or otherwise against the Company shall be solely against and out of such funds and accounts (other than the Rebate Fund) and the Gross Receipts. In no way or manner shall the Company or any director, officer, agent or employee of the Company be liable for any obligations under this Agreement, except to the extent payable out of such funds and accounts (other than the Rebate Fund) and the Gross Receipts.

Section 4.4 **Assignment of City's Rights.** As security for the payment of the Bonds, the City hereby assigns to the Trustee, the City's rights, other than the Reserved Rights, but not its obligations, under this Agreement, including the right to receive Repayment Installments hereunder. The City hereby directs the Company to make or cause to be made the Repayment Installments required hereunder (which do not include payments for Additional Payments) directly to the Trustee. The Company hereby assents to such assignment and agrees to make or cause to be made Repayment Installments directly to the Trustee without defense or setoff by reason of any dispute between the Company and the City or the Trustee.

Section 4.5 **Amounts Remaining in Funds.** It is agreed by the parties hereto that any amounts remaining in any fund held by the Trustee under the Bond Indenture after payment in full of (i) the Bonds, or after provision for such payment shall have been made as provided in the Bond Indenture, (ii) the fees, charges and expenses (including attorney's fees and expenses) of the Trustee due and owing in accordance with this Agreement and the Bond Indenture and (iii) all

other amounts required to be paid under this Agreement and the Bond Indenture, including the rebate requirement and Additional Payments, shall be applied as provided in Section 5.06 of the Bond Indenture.

Section 4.6 **Security for Bonds.**

(A) **Assignment and Pledge.** The Company agrees that the principal and redemption price of and the interest on the Bonds shall be payable in accordance with the Bond Indenture and the right, title and interest of the City in and to this Agreement except for Reserved Rights shall be assigned to the Trustee, subject to certain conditions and reservations, and certain payments received by or for the account of the City from the Company with respect thereto shall be assigned and pledged by the City to the Trustee to secure the payment of the Bonds. The Company agrees that all of the rights accruing to or vested in the City with respect to this Agreement, other than for Reserved Rights, may be exercised, protected and enforced by the Trustee for or on behalf of the Bondholders in accordance with the provisions hereof and of the Bond Indenture.

(B) **Pledge and Assignment of Ground Lease, the Building Lease, the Development Agreement, the Guaranty and Related Documents.** In order to secure the prompt payment of the principal of, redemption price, if any, and interest on the Bonds and the performance by the Company of its obligations under this Agreement, the Company hereby, pledges and assigns to the Trustee, and grants to the Trustee, all of the Company's right, title and interest in the Ground Lease, the Building Lease, the Guaranty and certain of its rights under the Development Agreement, including but not limited to the Company's right to receive certain payments from Astera pursuant to the Building Lease and for the equal and ratable benefit of the Holders from time to time of the Bonds.

(C) **Pledge of Gross Receipts.** In order to further secure the prompt payment of the principal of, redemption price, if any, and interest on the Bonds and the performance by the Company of its obligations under this Agreement, the Building Lease, the Ground Lease, the Development Agreement and the Project Assignment Agreement, the Guaranty Assignment Agreement, the Company hereby pledges and assigns to the Trustee, and grants to the Trustee a security interest in, for the equal and ratable benefit of the Holders from time to time of the Bonds, all of its Gross Receipts, but the existence of such pledge, assignment and security interest shall not prevent the expenditure, deposit or commingling of Gross Receipts by the Company so long as no Event of Default has occurred and is continuing under Section 7.1(A) hereof. Without limiting the generality of the foregoing, this security interest shall apply to all rights to receive Gross Receipts whether in the form of accounts, accounts receivable, contract rights or other rights, and to the proceeds of such rights. This security interest shall apply to all Gross Receipts, whether now existing or hereafter coming into existence and whether now owned or held or hereafter owned or acquired by the Company. The Company hereby represents that as of the date of the delivery hereof, it has granted no security interest in Gross Receipts prior or equal to the security interest granted by this Section. This Agreement is intended to be a security agreement pursuant to the Minnesota Uniform Commercial Code. The Company agrees to deliver and/or authorize the filing of such financing statements covering the Gross Receipts from time to time and in such form as may be required to perfect and continue a security interest in the Gross Receipts. The Company shall pay all costs of filing such financing or continuation statements and any continuations, amendments or renewals thereof and shall pay all reasonable costs and expenses of

any record searches for financing statements that may be required. Upon the breach of any covenant or agreement of the Company contained in this Agreement, the Building Lease, the Ground Lease, the Development Agreement or the Project Assignment Agreement, the Guaranty Assignment Agreement, the Trustee will have, to the extent permitted by law, the remedies of a secured party under the Minnesota Uniform Commercial Code and, at its option, may also pursue the remedies permitted under applicable law as to such Gross Receipts. The Company hereby further covenants and agrees that it will not pledge, suffer to exist, or grant any other security interest in the Gross Receipts except as provided herein. The Company hereby further covenants that if an Event of Default of the type described in Section 7.1(A) hereof shall occur and be continuing, any Gross Receipts then received and any Gross Receipts thereafter received, shall not be commingled or deposited but shall immediately, or upon receipt, be transferred by the Company on a daily basis to the Trustee for deposit in a Gross Receipts Fund to be established by the Trustee under Section 5.04 of the Bond Indenture. Such daily deposits shall continue until such Event of Default described in the preceding sentence has been fully cured. All amounts deposited into the Gross Receipts Fund shall be applied by the Trustee (i) to the payment of the reasonable and necessary cost of operations of the Project, all in accordance with budgeted amounts proposed by the Company and Astera and as agreed to by the Guarantor, (ii) to the payment of the principal of, redemption price of, and interest on the Bonds in accordance with their terms, and (iii) to such other purposes as may be required by this Agreement or the Bond Indenture and approved by the City and the Guarantor.

The following shall apply to the pledge of Gross Receipts created by this Agreement:

(i) Creation: This Agreement creates a valid and binding pledge of, assignment of, lien on and security interest in the Gross Receipts in favor of the Trustee, as security for payment of the Bonds, enforceable by the Trustee in accordance with the terms hereof.

(ii) Perfection: The pledge of, assignment of, lien on and security interest in the Gross Revenues in favor of the Trustee shall be valid and binding from and after the date of the first delivery of the Bonds. To the extent any property covered by this Agreement consists of rights of action or personal property, this Agreement constitutes a security agreement and the filing of a financing statement is intended to create a perfected security interest in such property in favor of the City. By the Issue Date for the Bonds, the Company will have filed or caused to be filed all financing statements describing, and transferred such possession or control over, such collateral (and, for so long as any Bond is outstanding under the Bond Indenture, the Company will cause the Trustee to file, continue, and amend all such financing statements and transfer such possession and control) as may be necessary to establish and maintain such priority in each jurisdiction in which the Company is organized or such collateral may be located or that may otherwise be applicable pursuant to Uniform Commercial Code §§9.301-- 9.306 of such jurisdiction.

(iii) Priority: The Company has not heretofore made a pledge of, granted a lien on or security interest in, or made an assignment or sale of such collateral that ranks on a parity with or prior to the pledge, assignment, lien and security interest granted hereby. The Company has not described such collateral in a Uniform Commercial Code financing statement that will remain effective when the Bonds are issued. Except as provided herein, the Company shall not hereafter make or suffer to exist any pledge or assignment of, lien

on, or security interest in such collateral that ranks prior to or on a parity with the pledge, assignment, lien and security interest granted hereby, or file any financing statement describing any such pledge, assignment, lien, or security interest.

ARTICLE V

SPECIAL COVENANTS AND AGREEMENTS

Section 5.1 **Right of Access to the Project.** The Company agrees that during the term of this Agreement, and, to the extent within its control, for so long as the Company or Astera owns or operates the Project, the City, the Trustee, the Guarantor and the duly authorized agents of any of them and, at the request of the City, any agent of the Internal Revenue Service performing an audit, review or investigation of the Bonds, shall have the right (but not the duty) at all reasonable times during normal business hours to enter upon the site of the Project to examine and inspect the Project; provided, however, that this right is subject to federal and State laws and regulations applicable to the site of the Project; and provided further that the Company reserves the right to restrict access to the Project in accordance with reasonably adopted procedures relating to safety and security. The rights of access and inspection hereby reserved to the City, the Trustee, the Guarantor and their respective authorized agents may be exercised only after the party seeking such access shall have given reasonable advance notice and executed release of liability agreements (which release shall not limit any of the Company's obligations hereunder) if requested by an Authorized Company Representative or an Authorized Astera Representative in the form then currently used by the Company or Astera, as applicable.

Section 5.2 **Maintenance of Existence; Assignments.**

(A) The Company agrees that during the term of this Agreement and so long as any Bond is Outstanding, it will maintain its existence, will not dissolve or otherwise dispose of all or substantially all of its assets (other than to Astera pursuant to the Building Lease), and will not consolidate with or merge into another Person or permit one or more Persons to consolidate with or merge into it: provided, however, that the Company may, without violating the agreements contained in this Section 5.2, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or sell or otherwise transfer to another corporation all or substantially all of its assets as an entirety and thereafter dissolve if: the Company is the surviving, resulting or transferee Person, as the case may be; or if the Company is not the surviving, resulting or transferee Person, as the case may be, the surviving, resulting or transferee (i) is a Person organized under the laws of the United States or any state, district or territory thereof; (ii) is qualified to do business in the State; (iii) assumes in writing all of the obligations of the Company under this Agreement, the Ground Lease, the Building Lease, and the Development Agreement; (iv) is not, after such transaction, otherwise in default under any provision of this Agreement or such other agreements; (v) is a Tax-Exempt Organization described in Section 501(c)(3) of the Code, or a corresponding provision of the federal income tax laws then in effect.

Prior to any consolidation, merger, sale or other transfer as described in this Section 5.2(A), the Trustee, the City and the Guarantor shall be provided with (i) a Certificate of the Company to the effect that the covenants hereunder will be met after such consolidation, merger, sale or other

transfer; and (ii) an Opinion of Counsel, reasonably acceptable to the City, to the effect that after such merger, consolidation, sale or other transfer, this Agreement, the Ground Lease, the Building Lease, and the Development Agreement, are valid and binding obligations of the surviving, resulting or transferee Person, as the case may be, enforceable according to their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, or by the application of equitable principles if equitable remedies are sought and the security interest created in this Agreement will not be adversely affected by such sale or other transfer.

In addition, prior to any consolidation, merger, sale or other transfer as described in this Section 5.2(A), the Trustee, Astera, the City and the Guarantor shall be provided with an Opinion of Counsel, reasonably acceptable to the City, to the effect that after such merger, consolidation, sale or other transfer, the Guaranty is enforceable by the resulting or transferee Person against the Guarantor in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, or by the application of equitable principles if equitable remedies are sought.

Notwithstanding the foregoing, as a condition precedent to any consolidation, merger, sale or other transfer, the Trustee, Astera, the City and the Guarantor shall receive (i) an Opinion of Bond Counsel reasonably satisfactory to each of them to the effect that such merger, consolidation, sale or other transfer will not in and of itself adversely affect the Tax-Exempt status of interest on the Bonds and (ii) an Opinion of Counsel reasonably satisfactory to each of them that such merger, consolidation, sale or other transfer complies with applicable law.

Notwithstanding any other provision of this Section 5.2(A), the Company need not comply with any of the above provisions of this Section 5.2(A) other than the delivery of the Opinion of Bond Counsel and an Opinion of Counsel referred to in the fourth paragraph of this Section 5.2(A) if, at the time of such transaction, all of the Bonds will be defeased as provided in Article X of the Bond Indenture.

(B) The rights and obligations of the Company under this Agreement may be assigned by the Company, in whole or in part; provided, however, that any assignment other than pursuant to Section 5.2(A) hereof shall be subject to each of the following conditions:

(i) No such assignment shall relieve the Company from primary liability for any of its obligations hereunder or under the Ground Lease, the Building Lease, and the Development Agreement, and the Company shall continue to remain primarily liable for the payments specified in Section 4.2 hereof, and for performance and observance of the other agreements on its part herein and therein provided to be performed and observed.

(ii) Any such assignment from the Company shall retain for the Company such rights and interests as will permit it to perform its obligations under this Agreement, the Ground Lease, the Building Lease, and the Development Agreement, and any assignee from the Company shall assume the obligations of the Company hereunder to the extent of the interest assigned.

(iii) The Company shall, within thirty (30) days after delivery thereof, furnish or cause to be furnished to the City, Astera and the Trustee a true and complete copy of every such assignment together with an instrument of assumption.

(iv) The Company shall promptly cause to be delivered to the City, the Trustee, Astera and the Guarantor an Opinion of Bond Counsel reasonably satisfactory to each of them to the effect that such assignment will not, in and of itself, adversely affect the Tax-Exempt status of interest on the Bonds.

(C) If a merger, consolidation, sale or other transfer is effected, as provided in this Section, the provisions of this Section shall continue in full force and effect and no further merger, consolidation, sale or transfer shall be effected except in accordance with the provisions of this Section.

Section 5.3 **Records and Financial Statements.** The Company shall maintain adequate books, accounts and records in connection with the operation of the Project in accordance with generally accepted accounting principles and in compliance with the regulations of any governmental regulatory body having jurisdiction thereof. The Trustee, the Guarantor, Astera, the City and, upon the request of the City, any agent or employee of the Internal Revenue Service performing an audit, review or examination or review of the Bonds, shall be permitted (but shall have no duty) at all reasonable times upon reasonable notice during the term, of this Agreement to examine the books and records of the Company with respect to the Project, subject to the limitations expressed in Section 5.1.

Section 5.4 **Maintenance and Repair; Taxes; Utility and Other Charges.** For so long as the Project is in operation, the Company agrees to maintain, to the extent permitted by applicable law and regulation, the Project, or cause the Project to be so maintained, during the term of this Agreement (i) in reasonably safe condition and (ii) in good repair and in good operating condition, ordinary wear and tear excepted, making from time to time all reasonably necessary repairs thereto and renewals and replacements thereof.

For so long as the Project is in operation, the Company agrees that as between the City and the Company, the Company will pay or cause to be paid all taxes, governmental charges of any kind lawfully assessed or levied upon the Project or any part thereof, including any taxes levied against the Project, all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company, to the extent described above, shall be obligated hereunder to pay only such installments as are required to be paid during the term of this Agreement. The Company may, at the Company's expense and in the Company's name, in good faith, contest any such taxes assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during that period of such contest and any appeal therefrom unless by such nonpayment the Project or any part thereof will be subject to loss or forfeiture.

Section 5.5 **Qualification in Minnesota.** The Company agrees that throughout the term of this Agreement it, or any successor or assignee as permitted by Section 5.2, will be qualified to do business in the State.

Section 5.6 **Tax Covenants.**

(A) The Company covenants that it and each Person, if any, related to the Company, within the meaning of Section 147(a)(2) of the Code, will comply with each requirement of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(B) In furtherance of the covenant contained in the preceding sentence, the Company agrees to comply with the provisions of the Tax Compliance Certificate and comply with, perform the obligations and pay such amounts as required under Section 6.07 of the Bond Indenture.

(C) The Company covenants that it will not take any action or fail to take any action with respect to the Bonds which would cause such Bonds to be “arbitrage bonds,” within the meaning of such term as used in Section 148 of the Code and the regulations promulgated thereunder, as amended from time to time.

(D) The Company covenants to appoint as its agent a nationally recognized rebate analyst, and shall notify the City and the Trustee of such appointment, to report to the City, the Trustee and the Company on each fifth anniversary of [____], 2024 that (i) all requirements of the Agreement, the Bond Indenture and the Tax Compliance Certificate with respect to the Rebate Fund have been met on a continuing basis, (ii) the proper amounts have been and are on deposit in the Rebate Fund, and (iii) timely payment of all amounts due and owing to the United States Treasury have been made.

(E) If the statements required by either (ii) or (iii) in the preceding subparagraph (D) above cannot be made, the certificate shall so state and shall be accompanied by either money of the Company together with a direction to the Trustee to either deposit such money to the Rebate Fund or to pay such money over to the United States Treasury, as appropriate, or directions to the Trustee to transfer investment income available in any fund created under the Bond Indenture to the Rebate Fund or to the United States Treasury, as appropriate.

(F) The Company covenants that: (i) it shall not perform any acts nor enter into any agreements which shall cause any revocation or adverse modification of its status as a Tax-Exempt Organization exempt from Federal income taxes pursuant to Section 501(a) of the Code; and (ii) it shall not carry on or permit to be carried on any trade or business the conduct of which is not substantially related (aside from the need of the Company for income or funds or the use it makes of the profits derived) to the exercise or performance by the Company of the purposes or functions constituting the basis for its exemption under Section 501 of the Code if the carrying on of such trade or business would result in the loss of the Company’s exempt status under Section 501 of the Code or would cause the interest on the Bonds to be included in gross income and subject to Federal income taxation.

(G) The Company agrees that neither the Company, nor any person related to it within the meaning of Section 147(a)(2) of the Code, pursuant to an arrangement, formal or informal, existing on the Issue Date, shall purchase the Bonds upon their initial issuance.

(H) Notwithstanding any other provision of the Bond Indenture or this Agreement to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, the covenants contained in this Section shall survive the discharge and satisfaction of the Bonds (in accordance with Section 10.1 of the Bond Indenture) and the termination of this Agreement.

(I) The Trustee and the City may rely conclusively upon and shall be fully protected from all liability in relying upon the opinions, calculations, determinations, directions and advice of the rebate analyst described above. The charges and fees for such rebate analyst shall be paid by the Company upon presentation of an invoice for services rendered in connection therewith. The rebate analyst may be removed at any time by an instrument signed by the Company and filed with the Trustee. The Company shall, upon registration or removal of the rebate analyst, appoint a successor and notify the City and the Trustee of such appointment.

Section 5.7 **Continuing Disclosure.** The Company acknowledges and agrees that the Company and Astera are “obligated persons” with respect to the Bonds within the meaning of Rule 15c2-12, as it may from time to time hereafter be amended or supplemented. The Company further acknowledges and agrees that any obligations of the Guarantor shall be fulfilled by Astera through combined filings on behalf of Astera and the Guarantor. Notwithstanding any other provision of this Agreement, failure of the Company or Astera to comply with the requirements of Rule 15c2-12 applicable to the Bonds, as it may from time to time hereafter be amended or supplemented, shall not be considered an Event of Default hereunder or under the Bond Indenture; however, the Trustee may (and, at the written request of the Holders of at least 25% aggregate principal amount of Outstanding Bonds and upon receipt of indemnity satisfactory to the Trustee shall), or any Bondholder or beneficial owner (within the meaning of Rule 15c2-12) of any Bonds take such actions as may be necessary or appropriate, including seeking mandate or specific performance by court order, to cause the Company and Astera to comply with its obligations under the Continuing Disclosure Undertaking.

Section 5.8 **Other Covenants of the Company.**

(A) **Compliance with Laws.** The Company will comply in all material respects with all laws, statutes, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Project, the Company or the operations thereof, including, without limitation, all environmental laws, and it will not commit, suffer or permit any act to be done in violation of any law, ordinance or regulation, except, in each case, where such noncompliance or act would not have a material adverse effect upon the Company’s assets, operations or financial condition.

(B) **Maintenance, Operation and Use of the Project.** The Company will use commercially reasonable efforts to cause the Project to be maintained in good condition and repair and operating condition.

(C) Prohibited Uses. No portion of the proceeds of the Bonds shall be used to finance or refinance any facility, place or building used or to be used (a) primarily for (i) sectarian instruction, (ii) religious worship, or (iii) the programs of a divinity school, or (b) by a Person that is not a Tax-Exempt Organization or a governmental entity or by a Tax-Exempt Organization (including the Company) in an unrelated trade or business within the meaning of Section 513(a) of the Code, in such manner or to such extent as would result in any of the Bonds being treated as an obligation not described in Section 103(a) of the Code.

(D) Use of Project under the Act. The Company shall use its best efforts to assure that, until the principal of and interest on the Bonds have been paid in full, Astera shall use the Project as a “health facility” within the meaning of the Act.

(E) Property Insurance. So long as any Bonds remain Outstanding, the Company will maintain or, pursuant to the Building Lease cause to be maintained with respect to the Project, with insurance companies or by means of Astera self-insurance, insurance of such type against such risks and in such amounts as are customarily carried by health facilities located in the State of a nature similar to the Project, which insurance shall include property damage, fire and extended coverage, public liability and property damage liability insurance.

(F) Worker’s Compensation. So long as the Bonds remain Outstanding, the Company shall at all times also maintain or pursuant to the Building Lease cause to be maintained with respect to the Project worker’s compensation coverage as required by the laws of the State.

ARTICLE VI

DAMAGE, DESTRUCTION AND CONDEMNATION CONTINUATION OF PAYMENT

Section 6.1 Obligation to Continue Payments. If prior to full payment of the Bonds (or provision for payment thereof in accordance with the provisions of the Bond Indenture) (i) the Project or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, or (ii) the use of the Project or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Company, solely from Gross Receipts, shall nevertheless be obligated to continue to pay the amounts specified in Article IV hereof, to the extent not prepaid in accordance with Article VIII hereof.

Section 6.2 Damage to or Condemnation of the Project. The Net Proceeds of any insurance or condemnation award or portion thereof made for damages to or takings of the Project shall be applied in the manner required by the Building Lease.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default. Any one of the following which occurs and is continuing shall constitute an Event of Default under this Agreement:

(A) failure by the Company to pay or cause to be paid any amounts required to be paid under Section 4.2(A) hereof when due and such failure is not cured or such payment is not made prior to the date provided in or pursuant to the Bond Indenture for the payment of principal of (whether at maturity or upon redemption or acceleration), premium, if any, and/or interest on the Outstanding Bonds; or

(B) if any material representation or warranty made by the Company herein or made by the Company in any document, instrument or certificate furnished to the Trustee or the City in connection with the issuance of the Bonds shall at any time prove to have been incorrect in any material respect as of the time made;

(C) failure of the Company to observe and perform any covenant, condition or agreement on its part required to be observed or performed under this Agreement, other than making the payments referred to in (A) above, which continues for a period of thirty (30) days after written notice from the Trustee, Astera, the Guarantor or the City, which notice shall specify such failure and request that it be remedied, unless the City, Astera, the Guarantor and the Trustee shall agree in writing to an extension of such time period; provided, however, that if the failure stated in the notice cannot be corrected within such period, the City, Astera, the Guarantor and the Trustee will not unreasonably withhold their consent to an extension of such time period if corrective action is instituted within such period and diligently pursued until the default is corrected;

(D) The Company shall have repudiated its debts or become insolvent or admit in writing its inability to pay its debts as they mature or shall apply for, consent to or acquiesce in the appointment of a trustee, custodian, liquidator or receiver for itself or any part of its property, or shall take any action to authorize or effect any of the foregoing; or in the absence of any such application, consent or acquiescence, a trustee, custodian, liquidator or receiver shall be appointed for it or for a substantial part of its property or revenues and shall not be discharged within a period of ninety (90) days; or all, or any substantial part, of the property of the Company shall be seized, or otherwise appropriated, or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding shall be instituted by or against the Company (or any action shall be taken to authorize or effect the institution by it of any of the foregoing) and if instituted against it, shall be consented to or acquiesced in by it, or shall not be dismissed within a period of ninety (90) days; or

(E) the occurrence of an Event of Default under the Bond Indenture.

The provisions of subsection (C) of the preceding paragraph are subject to the limitation that the Company shall not be deemed in default with respect to any covenant, condition or agreement to be observed or performed by the Company under this Agreement, other than a covenant or agreement to make any payment or Additional Payment required to be made by the Company hereunder, if and so long as the Company is unable to carry out its agreements hereunder by reason of strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their subdivisions, departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to

machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company; it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Company, and the Company shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Company, unfavorable to the Company. This limitation shall not apply to any default under subsections (A), (B), (D) or (E) of this Section.

Section 7.2 **Remedies on Default.** Whenever any Event of Default shall have occurred and shall continue:

(A) Upon the occurrence of an Event of Default described in Section 7.1(E), and upon the acceleration of the maturity of the Bonds as provided in Section 7.01 of the Bond Indenture, the Trustee shall, and upon the occurrence of any other Event of Default the Trustee may, by notice in writing delivered to the Company (with copies of such notice being sent to Astera, the Guarantor and the City) declare the principal of all Bonds then Outstanding and the interest accrued thereon due and payable on a date selected by such Holders or by the Trustee, which shall not be sooner than the fifteenth (15th) Business Day following such date of acceleration, and such principal and interest shall thereupon become and be due and payable on such date. Interest on the Bonds shall cease to accrue from and after the date of declaration of any such acceleration.

(B) The City, Astera, the Guarantor and the Trustee may have access to and may inspect, examine and make copies of the books and records and any and all accounts, data and federal income tax and other tax returns of the Company.

(C) The City or the Trustee may take whatever action or institute any proceeding, at law or in equity, as may be necessary or desirable for the collection of the payments and other amounts then due pursuant to this Agreement and thereafter to become due hereunder or the enforcement of the performance and observance of any obligation, agreement or covenant of the Company under this Agreement, including but not limited to (i) instituting and prosecuting to judgment or final decree and enforcing any such judgment or decree against the Company and collect in the manner provided by law moneys decreed to be payable; and (ii) by injunctive and other equitable relief to require the Company to perform each of its obligations hereunder and to otherwise protect the City's rights hereunder.

(D) The City, Astera, the Guarantor or the Trustee may exercise any or all rights and remedies given hereby or available hereunder or given by or available pursuant to an Event of Default hereunder under the Ground Lease, the Building Lease, the Development Agreement, the Guaranty, the Project Assignment Agreement, the Guaranty Assignment Agreement or under any other instrument of any kind securing the Company's performance hereunder.

The provisions of subsection (A) of this Section 7.2, however, are subject to the condition that if, at any time after any portion of the Loan shall have been so declared due and payable, and before either (i) the date established for payment of the Bonds in subsection (A) above or (ii) any judgment or decree for the payment of the moneys due shall have been obtained or entered as hereinafter provided, there shall have been deposited with the Trustee a sum sufficient to pay all the principal of the Bonds matured prior to such declaration and all matured installments of interest

(if any) upon all such Bonds, with interest on such overdue installments of principal as provided herein, and the reasonable fees and expenses of the Trustee, and any and all other defaults actually known to the Trustee (other than in the payment of principal of and interest on such Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Holders of at least a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the City and to the Trustee, may, on behalf of the Holders of all the Bonds, rescind and annul such declaration and its consequences and waive such default; provided that no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

In case the Trustee or the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the City, then, and in every such case, the Company, the Trustee, Astera, the Guarantor and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Company, the Trustee, the Guarantor and the City shall continue as though no such action had been taken (provided, however, that any settlement of such proceedings duly entered into by the City, Astera, the Trustee, the Guarantor or the Company shall not be disturbed by reason of this provision).

In case proceedings shall be pending for the bankruptcy or for the reorganization of the Company under the federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for any property of the Company or in the case of any other similar judicial proceedings relative to the Company, or the creditors or property of the Company, then the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to this Agreement and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee allowed in such judicial proceedings relative to the Company, its creditors or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute such amounts as provided in the Bond Indenture after the deduction of its reasonable charges and expenses to the extent permitted by the Bond Indenture. Any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee, and to pay to the Trustee any amount due it for reasonable compensation and expenses, including reasonable expenses and fees of counsel incurred by it up to the date of such distribution.

Section 7.3 **Agreement to Pay Attorneys' Fees and Expenses.** In the event the Company should default under any of the provisions of this Agreement and the City or the Trustee should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees to pay to the City or the Trustee, as applicable, the reasonable fees and expenses of such attorneys, such other reasonable expenses so incurred by the Trustee or the City.

Section 7.4 **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the City or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy

given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Trustee 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 herein expressly required. Such rights and remedies as are given the City hereunder shall also extend to the Trustee, and the Trustee and the Holders of the Bonds shall be deemed third party beneficiaries of all covenants and agreements herein contained except rights and remedies relating to fees, indemnification and notification of the City, but including fees, reimbursements and indemnification of the Trustee. Only the City shall be authorized to provide representation before the Internal Revenue Service in any audit of the Bonds, provided that the City shall consult with the Company and Astera in connection with such audit.

Section 7.5 **No Additional Waiver Implied by One Waiver.** In the event any agreement or covenant contained in this Agreement should be breached by the Company and thereafter waived by the City or the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VIII

PREPAYMENT

Section 8.1 **Redemption of Bonds with Prepayment Moneys.** So long as no Event of Default shall have occurred and be continuing hereunder, the Company, with the consent of Astera and the Guarantor, shall have the option to prepay all or any portion of the Repayment Installments by paying the applicable amount set forth in Section 8.3 hereof. By virtue of the assignment of certain rights of the City under this Agreement to the Trustee as is provided in Section 4.4 hereof, the Company agrees to and shall pay (or cause to be paid) directly to the Trustee any amount permitted to be paid by it under this Article VIII. The Trustee shall use the moneys so paid to it by the Company to effect redemption of the Bonds in accordance with Articles, II, IV and X of the Bond Indenture on the date specified for such redemption pursuant to Section 8.4 hereof or to apply such prepayment to making provision for the payment of Bonds as provided in Article X of the Bond Indenture. The exercise of the option granted by this Section shall not be cause for redemption of Bonds unless such redemption is permitted at that time under the provisions of the Bond Indenture and the Company specifies the date for such redemption. Notwithstanding any partial prepayment of Repayment Installments, this Agreement shall not be terminated until no Bonds remain Outstanding under the Bond Indenture and all amounts payable by the Company hereunder have been paid.

Section 8.2 **Options to Prepay Repayment Installments.** Subject to Section 8.1 hereof, the Company, at the direction of an Authorized Astera Representative, and with the Guarantor's consent, shall have the option to prepay the Repayment Installments payable under Section 4.2(A) hereof with respect to all or any portion of the Bonds (the principal amount to be specified by an Authorized Astera Representative, with the consent of the Guarantor, subject to the requirement that the Outstanding Bonds be in Authorized Denominations) by paying to the Trustee, for deposit in the Bond Fund or such other fund established for such purpose and held by the Trustee, the applicable amount set forth in Section 8.3 hereof.

Section 8.3 **Amount of Prepayment.** In the case of a prepayment of the amount due hereunder with respect to all Outstanding Bonds pursuant to Section 8.2 hereof, the amount to be paid shall be a sum sufficient, together with other funds then on deposit with the Trustee and available for such purpose and the principal of and interest on any Government Obligations described in Section 10.02 of the Bond Indenture then on deposit with the Trustee which are due and payable on and before the applicable payment or redemption date and which Government Obligations are then available for such purpose, to pay (1) the principal of all Outstanding Bonds on the maturity date or on the redemption date, as applicable, of such Bonds, plus interest accrued and to accrue to the payment or redemption date of the Bonds, plus premium, if any, (2) all reasonable and necessary fees and expenses of the City and the Trustee accrued and owing through final payment of the Bonds, and (3) all other liabilities of the Company accrued and owing under this Agreement with respect to the Bonds.

In the case of prepayment of the Repayment Installments with respect to less than all of the Outstanding Bonds, the amount payable shall be a sum sufficient, together with other funds deposited with the Trustee and available for such purpose and the principal of and interest on any Governmental Obligations described in Section 10.02 of the Bond Indenture then on deposit with the Trustee which are due and payable on and before the applicable payment or redemption date and which Government Obligations are then available for such purpose, to pay the principal amount of and premium, if any, and interest on the Bonds to be paid or redeemed with such prepayment, as provided in the Bond Indenture, and to pay expenses of the payment or redemption, as applicable, of such Bonds.

Section 8.4 **Notice and Date of Prepayment.** In the event of a prepayment of Repayment Installments pursuant this Article VIII, the Company, at the direction of an Authorized Astera Representative, shall give written notice to the City, Astera, the Guarantor and the Trustee specifying the date upon which any prepayment will be made. Such notice shall be given by the Company at least fifteen (15) days prior to such prepayment and, if such prepayment is to be applied to the redemption of Bonds, at least five days prior to the last day by which the Trustee is permitted to give notice of redemption pursuant to Section 4.03 of the Bond Indenture; provided that the City, Astera, the Company, the Guarantor and the Trustee may agree to waive their respective rights to receive such notice or may agree to a shorter notice period. Unless the Company specifies that a prepayment is to be applied to providing for the payment of Bonds on their maturity date, the City and the Trustee shall forthwith take all steps necessary under the Bond Indenture (except that the City shall not be required to make payment of any money required for such redemption other than from Revenues) to effect redemption of all or part of the then Outstanding Bonds on the date specified in the notice of prepayment or if no such date is specified by the Authorized Company Representative or an Authorized Astera Representative on the earliest practicable date after receipt of the prepayment of Repayment Installments on which such redemption may be made under applicable provisions of the Bond Indenture.

Notwithstanding anything to the contrary in this Agreement, each notice contemplated in this Section 8.4 that is given with respect to a prepayment of Repayment Installments pursuant to Section 8.2 hereof shall state that it is subject to and conditional upon receipt by the Trustee on or prior to the proposed prepayment date of an amount sufficient to effect such prepayment and such notice shall be of no force and effect and the prepayment need not be made and the Repayment

Installments will not become due and payable on the proposed prepayment date unless such an amount is so received on or prior to the proposed prepayment date.

ARTICLE IX

NON-LIABILITY OF CITY; EXPENSES; INDEMNIFICATION

Section 9.1 **No Liability of the City.** The City shall not be obligated to pay the principal (or redemption price) of or interest on the Bonds, except from the Revenues provided by the Company, Astera or the Guarantor. No provision, covenant or agreement contained in this Loan Agreement, or any obligations herein imposed upon the City, or the breach thereof, shall constitute an indebtedness or liability of the City within the meaning of any Minnesota constitutional provision or statutory limitation or shall constitute or give rise to a pecuniary liability of the City or any former, current or future director, member, officer or agent of the City or a charge against the City's general credit.

The Company hereby acknowledges that the City's sole source of moneys to repay the Bonds will be provided by the payments made by the Company to the Trustee pursuant to this Agreement and other sources as provided in Article IV hereof, together with investment income on certain funds and accounts held by the Trustee under the Bond Indenture, and hereby agrees that if the payments to be made hereunder shall ever prove insufficient to pay all principal (or redemption price) and interest on the Bonds as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Trustee, the Company shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal (or redemption price) or interest, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Trustee, the Company, the City or any third party; reserving any rights of reimbursement from the Trustee.

Section 9.2 **Expenses; Indemnification.** The Company covenants and agrees to indemnify, hold harmless and defend the City, the State of Minnesota, agencies of the State of Minnesota, the Trustee, current, former and future members, directors, officers, employees, and other agents of said State, City or Trustee and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management or policies, now or hereafter, of the State, the City or the Trustee (collectively, the "Indemnified Parties" and individually, the "Indemnified Party") against any and all claims, demands, suits, actions, or proceedings of any kind or character whatsoever (including, without limitation, those arising out of or based upon or in any way relating to any injury to, or death of, any person or any damage to property) and liabilities, losses, damages, costs and expenses of any conceivable nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, including those for post-judgment and appellate proceedings and amounts paid in settlement), brought in any manner, directly or indirectly, by any person or entity whatsoever (in any case, whether or not by the Company or its successors and assigns, or directly or indirectly through the agents, contractors, employees, licensees, affiliates or otherwise of the Company or its successors and assigns), except the City or the Trustee as the case may be, arising out of or based upon or in any way relating to:

(A) this Agreement, the Bond Indenture the Tax Compliance Certificate or the transactions contemplated by any of the foregoing, the Bonds, the initial and any subsequent offers

and sales of the Bonds, remarketing of the Bonds, any defeasance and/or redemption, in whole or in part, of the Bonds, the Project, and the ownership or the operation by the Company of the Project, the breach or violation of or any material inaccuracy or material omission in any agreement, covenant, representation or warranty of the Company set forth herein or in any document delivered pursuant hereto or in conjunction herewith; or

(B) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering or disclosure document or disclosure or continuing disclosure document for the Bonds or any of the documents relating to the Bonds, or any omission or alleged omission from any offering or disclosure document or disclosure or continuing disclosure document for the Bonds of any material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(C) any declaration of taxability of interest on the Bonds, or allegations that interest on the Bonds is taxable or any regulatory audit or inquiry regarding whether interest in the Bonds is taxable; or

(D) the presence of any hazardous material or underground storage tanks on or under the Project or the Land or any escape, seepage, leakage, spillage, discharge, emission or release of any hazardous material from the Project or the Land, any liens against its property permitted under or imposed by any environmental laws, or any violation or actual or asserted liability or obligations of the Company under any environmental law, regardless of whether or not caused by, or within the control of, the Company, or any action or failure to act by an Indemnified Party with respect to any of the foregoing;

except (i) in the case of the foregoing indemnification of the Trustee or any of its respective members, directors, officers, employees, and other agents and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management or policies, now or hereafter, of the Trustee, to the extent such damages are caused by the negligence or willful misconduct of such Indemnified Party; or (ii) in the case of the foregoing indemnification of the City or the State or any of their respective members, directors, officers, employees, and other agents and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management or policies, now or hereafter, of the City or the State, to the extent such damages are caused by the willful and wanton misconduct of such Indemnified Party.

Any Indemnified Party shall give written notice to the Company of any matter with respect to which indemnification pursuant to this Section is applicable promptly after acquiring knowledge thereof. Any Indemnified Party has the right to retain, at the Company's expense, separate counsel in any lawsuit if the Indemnified Party reasonably concludes that a potential conflict of interest exists between the City and any named party or, if all parties, including the Indemnified Party, are commonly represented, such parties do not agree as to the action (or inaction) of their counsel.

The foregoing release, protection, defense, hold harmless and indemnification provisions shall not apply to any claim, proceeding or action instituted by the Company against the City, the State of Minnesota, or agencies of the State of Minnesota relating to any warranty, representation,

covenant or obligation of the City under this Agreement or the Bond Indenture if it is ultimately determined by a court or government agency (from which an appeal is not available or with respect to which the time for appeal has expired) that the City's willful and wanton misconduct has caused the breach of or violation of any such warranty, representation, covenant or obligation.

Notwithstanding any provisions to the contrary in this Agreement, all covenants, stipulations, promises, agreements, and obligations of the City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City and not of any current, former or future member, director, officer, employee, or other agent of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal of, premium, if any, or interest on the Bonds or for any claim based thereon or hereunder against any current, former or future member, director, officer, employee, or other agent of the City or any natural person executing the Bonds.

The release and indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

The provisions of this Section 9.2 and Section 4.2(B) of this Agreement shall survive any resignation or removal of the Trustee, the retirement of the Bonds and the termination of this Agreement.

ARTICLE X

MISCELLANEOUS

Section 10.1 **Notices.** All notices, certificates or other communications hereunder shall unless otherwise provided herein, be given by Electronic Notice or in writing and shall be deemed sufficiently given upon actual receipt thereof when received by the City, the Company, Astera, the Guarantor, the Trustee or the Rating Agency, as the case may be, at the respective addresses set forth in Section 11.06 of the Bond Indenture. A duplicate copy of each notice, certificate or other communication given hereunder by either the City, the Company or Astera to the other shall also be given to the Trustee. Unless otherwise requested by the City, the Trustee, the Company or Astera any notice required to be given hereunder in writing may be given by Electronic Notice; provided that a duplicate of any notice of any Event of Default shall be sent by reputable overnight courier providing evidence of delivery. Each such party shall file with the Trustee information appropriate to receiving such Electronic Notice. Any of the parties noted above may, by notice given hereunder, designate any different addresses to which subsequent notices, certificates or other communications shall be sent. Notwithstanding anything in this Section 10.1 to the contrary, all Electronic Notices to the City shall be followed by a duplicate notice by mail.

Section 10.2 **Information to the Guarantor.** In addition to the information, notices and reports required to be provided to the Guarantor elsewhere herein, the Company shall provide the Guarantor with the following information:

(A) Notice of any default or Event of Default hereunder known to the Company within five Business Days after knowledge thereof; and

(B) A copy of any amendment, supplement, or waiver of this Agreement.

The Guarantor shall also have the right to receive such additional information from the Company as it may reasonably request.

Section 10.3 **Severability**. If any provision of this Agreement shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

Section 10.4 **Execution of Counterparts**. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that for purposes of perfecting a security interest in this Agreement, only the counterpart delivered, pledged, and assigned to the Trustee shall be deemed the original.

Section 10.5 **Amendments, Changes and Modifications**. (A) Except as otherwise provided in this Agreement or the Bond Indenture, this Agreement may not be effectively amended, changed, modified, altered or terminated (a “Substitution Transaction”) except in accordance with Article IX of the Bond Indenture.

(B) If all amounts due or to become due on the Bonds have not been fully paid to the Holders thereof, at or prior to the implementation of the Substitution Transaction there shall also be delivered to the City, the Trustee and the Guarantor: (i) an Opinion of Bond Counsel to the effect that under then existing law the implementation of the Substitution Transaction and the execution of the amendments, supplements, restatements, replacements or substitutions to this Agreement or to the Bond Indenture as contemplated in this Section, in and of themselves, would not adversely affect the validity of the Bonds or the exclusion from federal income taxation of interest payable on the Bonds, and (ii) an Opinion of Counsel to Astera to the effect that (1) the amended or restated Agreement to be delivered to secure the Bonds constitutes a legal, valid and binding obligation of Astera enforceable in accordance with its terms, except to the extent that the enforceability of such amended or restated Agreement may be limited by any applicable bankruptcy, insolvency, liquidation, rehabilitation or other similar laws or enactment affecting the enforcement of creditors’ rights, and (2) the delivery of such amended or restated Agreement or the amended or restated Bond Indenture will not cause the Bonds to become subject to the registration requirements pursuant to the Securities Act of 1933, as amended or cause the Bond Indenture to become subject to qualification under the Trust Indenture Act of 1939, as amended.

(C) Any such amendments to or restatements of this Agreement or the Bond Indenture may provide for the release and discharge of the pledge of Gross Receipts and the termination of the Ground Lease, the Building Lease, the Development Agreement, the Guaranty and any documents, financing statements or assignments related thereto.

(D) In addition, upon the implementation of the Substitution Transaction, an Authorized Astera Representative shall direct the Trustee to give written notice thereof, by first-class mail, to the City and to all Holders of the Bonds then Outstanding.

Section 10.6 **Governing Law; Venue.** This Agreement shall be construed in accordance with and governed by the Constitution and laws of the State applicable to contracts made and performed in the State.

Section 10.7 **Authorized Company or Astera Representative.** Whenever under the provisions of this Agreement or the Bond Indenture the approval, directions, instructions, consents or notice of the Company or Astera is required or the City or the Trustee is required to take some action under the Agreement or the Bond Indenture at the request, direction, instruction, consent or notice of the Company or Astera, such approval, direction, instruction, consent or notice or such request shall be given on behalf of the Company or Astera by an Authorized Company Representative or an Authorized Astera Representative, as the case may be, and the City and the Trustee shall be authorized to act on any such approval or request and neither party hereto shall have any complaint against the other or against the Trustee as a result of any such action taken. In the event of any conflict between directions, instructions, consents or notices received under the Agreement or the Bond Indenture from both an Authorized Company Representative and an Authorized Astera Representative, the document received from an Authorized Astera Representative shall govern.

Section 10.8 **Term of the Agreement.** This Agreement shall be in full force and effect from the date hereof and shall continue in effect with respect to the Bonds as long as any of the Bonds are Outstanding or the Trustee holds any moneys under the Bond Indenture, whichever is later and, except as provided in the following sentence, shall otherwise continue in effect so long as any amounts payable by the Company hereunder have not been paid in full in accordance with the provisions hereof. All representations, obligations, agreements and certifications by the Company as to all matters affecting the Tax Exempt status of interest on the Bonds, and all other provisions which by express terms thereof survive the termination, including, without limitation, the indemnification provisions of Section 9.2 hereof, shall survive the termination of this Agreement.

Section 10.9 **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the City, the Company and their respective successors and assigns; subject, however, to the limitations contained in Section 5.2 hereof.

Section 10.10 **Complete Agreement.** The parties agree that the terms and conditions of this Agreement supersede those of all previous agreements between the parties, and that this Agreement, together with the documents referred to in this Agreement, contain the entire agreement between the parties hereto with respect to the subject matter thereof.

Section 10.11 **Bond Indenture.** The Company acknowledges having read the Bond Indenture, approves the Bond Indenture and agrees to perform all duties imposed on it by the Bond Indenture. The Company further agrees that Bond proceeds shall be applied as set forth in the Bond Indenture. Insofar as any section of the Bond Indenture imposes duties and responsibilities on the Company it is specifically incorporated herein by reference.

Section 10.12 **No Personal Liability.** No member, officer, agent or employee of the City or any trustee, director, officer, agent or employee of the Company shall be individually or personally liable for the payment of any principal (or redemption price) or interest on the Bonds

or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law.

Section 10.13 **Rights Granted to the Guarantor.** The rights granted to the Guarantor under this Agreement to request, consent to or direct any action are rights granted to the Guarantor in consideration of its providing the Guaranty. Any exercise by the Guarantor of such rights is merely an exercise of the Guarantor's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of any other Person.

Section 10.14 **Acknowledgement of Rights of Guarantor.** The Company acknowledges and consents to the terms and conditions of the Guaranty, including but not limited to the termination provisions thereof, and the Guarantor's rights under the Building Lease and the Ground Lease.

Section 10.15 **Guarantor Right to Consent to Changes.** Except as provided in Article IX of the Bond Indenture, with respect to the City's Reserved Rights, any amendment, supplement, modification to, or waiver of, this Agreement shall be subject to the prior written consent of the Guarantor.

Section 10.16 **Guarantor as Third Party Beneficiary.** To the extent that this Agreement confers upon or gives or grants to the Guarantor any right, remedy or claim under or by reason of this Agreement, the Guarantor is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 10.17 **Guarantor Rights Not In Effect Under Certain Conditions.** Notwithstanding any other provision hereof, any rights granted to or conferred upon the Guarantor hereunder shall not be in effect (i) during any period in which the Guarantor is in default in its payment obligations under the Guaranty or (ii) during any period in which the Guaranty is no longer in effect.

Section 10.18 **Limitation of Rights.** Nothing in this Agreement expressed or implied is intended or shall be construed to give to any Person other than the City, Astera, the Trustee, the Guarantor and the Company any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision herein contained and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the City, Astera, the Trustee, the Guarantor and the Company.

Section 10.19 **Record Retention.** The Company will maintain, or caused to be maintained, records relating to the use of the proceeds of the Bonds and investments thereof (including but not limited to any rebate calculations and payments) and the use and operation of the Project for a period of four years after the later of (i) payment in full of the Bonds or (ii) payment in full of any bonds issued to refund the Bonds.

Section 10.20 **No Violations of Law.** Any other term or provision in this Agreement to the contrary notwithstanding, (a) in no event shall this Agreement be construed as (i) depriving the City of any right or privilege, or (ii) requiring the City or any former, current or future director,

officer, agent, employee, representative, or advisor of the City to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else, which deprivation or requirement would violate, or result in the City's being in violation of the Act or any other applicable state or federal law; and (b) at no time and in no event will the Company permit, suffer or allow any of the proceeds of the Bonds to be transferred to any person in violation of, or to be used in any manner which is prohibited by, the Act or any other state or federal law.

Section 10.21 **Electronic Execution and Storage**. The parties hereto, the Trustee, Astera and the Guarantor agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 10.22 **Other Information**. The Company covenants and agrees to provide, upon written request of the City, additional information relating to the Company's tax status.

Section 10.23 **Information to Bondholders**. In the event that the Company supplies or causes Astera to supply to any Person material information relating to the Bonds, the Company or Astera, which has not been publicly released, the Company will simultaneously supply or cause Astera to supply such information to the Municipal Securities Rulemaking Board for filing via its Electronic Municipal Market Access (EMMA) system.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name by its duly authorized officials, and the Company has caused this Agreement to be executed in its name by its duly authorized officer all as of the date first above written.

CITY OF WADENA

By: _____
Mayor

By: _____
City Administrator

WADENA CANCER CENTER LLC

By: _____
[]

Acknowledged:

ASTERA HEALTH

By: _____
[]

EXHIBIT A

DESCRIPTION OF THE PROJECT

An approximately 15,000 square-foot addition to the west end of facilities owned and operated by Astera Health, a 501(c)(3) organization (“Astera”) and located at 421 11th Street NW in the City for use as a cancer center, and related infrastructure and equipment financed with proceeds of the Bonds

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BOND INDENTURE

Between

CITY OF WADENA

and

UMB Bank, n.a.,
As Trustee

Relating to

\$(PAR)
City of Wadena
Revenue Bonds
(Wadena Cancer Center Project)
Series 2024

Dated as of February 1, 2024

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BOND INDENTURE

This BOND INDENTURE, made and entered into as of February 1, 2024, by and between the CITY OF WADENA, a municipality organized and existing under the Constitution and laws of the State of Minnesota (the “City”), and UMB BANK, n.a., a national banking association organized and existing under and by virtue of the laws of the United States of America, as trustee (the “Trustee”).

WITNESSETH:

WHEREAS, Wadena Cancer Center LLC, a limited liability company duly organized and existing under the laws of the State of Minnesota (the “Company”), has requested the City (i) finance the acquisition, construction and equipping of a cancer center (the “Project”); (ii) fund capitalized interest on a portion of the revenue bonds issued hereunder during construction of the Project; and (iii) fund payment of certain costs of issuance of such revenue bonds; and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.152 to 469.165, as amended (the “Act”), the Issuer is authorized and empowered to issue revenue bonds to finance, in whole or in part, the cost of acquisition, construction, reconstruction, improvement, betterment or extension of any properties, real or personal, used or useful in connection with a revenue-producing enterprise engaged in providing health care services, including hospitals, nursing homes and related medical facilities, and to refund outstanding revenue bonds issued for such purposes, and to enter into a revenue agreement with any public or private corporation in such manner that payments required thereby to be made by such corporation shall be fixed and revised from time to time as necessary, so as to produce income and revenue sufficient to provide for the prompt payment of principal of, premium, if any, and interest on such revenue bonds when due; and

WHEREAS, in order to finance the cost of the Project, fund capitalized interest on a portion of the revenue bonds during construction of the Project and to pay certain costs of issuance of the revenue bonds, the City shall issue its City of Wadena Revenue Bonds (Wadena Cancer Center Project) Series 2024 (the “Bonds”) under the Act and pursuant to and secured by this Bond Indenture; and

WHEREAS, the City has duly entered into a Loan Agreement, dated as of the date hereof (as further defined in Section 1.01, the “Agreement”), with the Company specifying the terms and conditions of a loan by the City to the Company of the proceeds of the Bonds for the financing of the Project (defined in Section 1.01); and

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and to secure the payment of the principal thereof and the premium, if any, and the interest thereon, the City has authorized the execution and delivery of this Bond Indenture; and

WHEREAS, the Bonds, the certificate of authentication to be executed thereon and the form of assignment to appear thereon are to be in substantially the form set forth in Exhibit A hereto with necessary or appropriate variations, omissions and insertions, as permitted or required by this Bond Indenture; and

WHEREAS, the City has determined that all acts and proceedings required by law and necessary to make the Bonds, when executed by the City, authenticated and delivered by the Trustee and duly issued, the valid and binding limited obligations of the City, and to constitute this Bond Indenture a valid and binding agreement for the uses and purposes herein set forth, in accordance with its terms, have been done and taken, and the execution and delivery of this Bond Indenture have been in all respects duly authorized;

NOW, THEREFORE, THIS BOND INDENTURE WITNESSETH, that in order further to secure the payment of the principal of and premium, if any, and interest on all Bonds issued and Outstanding (as defined in Section 1.01) under this Bond Indenture, according to their tenor, and further to secure the performance and observance of all the covenants and conditions therein and herein set forth, and further to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and for and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Holders (as defined in Section 1.01) thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the City covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Holders from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS

Section 1.01 **Definitions.** Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes of this Bond Indenture and of the Agreement and of any indenture supplemental hereto or agreement supplemental thereto, have the meanings herein specified, as follows:

“Accountant’s Certificate” means a certificate signed by an independent certified public accountant of recognized national standing, or a firm of independent certified public accountants of recognized national standing, selected by the Company.

“Act” means Minnesota Statutes, Section 469.152 et seq., as amended.

“Additional Payments” means the payments to be made by the Company to the City or the Trustee pursuant to Sections 4.2(B) and 9.2 of the Agreement.

“Agreement” means the Loan Agreement, of even date herewith, between the City and the Company and relating to the loan of the proceeds of the Bonds, as originally executed or as it may from time to time be supplemented or amended.

“Amendment” means any amendment or modification of the Agreement.

“Approving Opinion” means an Opinion of Bond Counsel to the effect that an action being taken (a) is authorized by the applicable provisions of this Bond Indenture, and (b) will not, in and of itself, adversely affect the Tax-Exempt status of interest on the Bonds.

“Assigned Payments” means any amounts owed by Astera to the Company pursuant to the Building Lease.

“Assignment Agreements” means the Assignment of Company Agreements and the Assignment of Guaranty Agreement.

“Assignment of Company Agreements” means the Assignment of Company Rights Agreement, dated February [], 2024, from the Company to the Trustee, as amended or supplemented from time to time.

“Assignment of Guaranty Agreement” means the collateral assignment to the Trustee by the Company of its rights under the Guaranty dated February [], 2024 made by the Guarantor for the benefit of the Company, as amended or supplemented from time to time.

“Astera” means Astera Health, a nonprofit corporation duly organized and existing under the laws of the State of Minnesota and its successors and assigns under the Building Lease and/or the Ground Lease, as applicable.

“Authorized City Representative” means the Mayor, Finance Officer or City Administrator of the City or other person at the time designated to act on behalf of the Issuer by certified resolution or certificate furnished to the Company and the Trustee, containing the specimen signature of such person and signed on behalf of the City by its Mayor, Finance Officer or City Administrator. Such certified resolution or certificate may designate an alternate or alternates.

“Authorized Company Representative” means the President, Treasurer, Secretary or any Vice President of the Company, or any other person who at the time and from time to time may be designated, by written certificate furnished to the City and the Trustee, as a person authorized to act on behalf of the Company. Such certificate shall contain the specimen signature of such Person, shall be signed on behalf of the Company by any officer of the Company and may designate an alternate or alternates.

“Authorized Denomination” means \$5,000 or any integral multiple of \$5,000 in excess thereof.

“Authorized Astera Representative” means the President, Chief Executive Officer or Financial Officer, or the Executive Vice President of Corporate Affairs of Astera, or any other person who at the time and from time to time may be designated, by written certificate furnished to the City and the Trustee, as a person authorized to act on behalf of Astera.

“Beneficial Owner” means, with respect to any Book-Entry Bond, the beneficial owner of such Bond as determined in accordance with the applicable rules of the Securities Depository for the Bonds.

“Bond Counsel” means any attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the validity of and exclusion from gross income for federal tax purposes of interest on bonds issued by states and political subdivisions and duly admitted to practice law before the highest court of any state of the United States and acceptable to the City.

“Bond Fund” means the Bond Fund established pursuant to Section 5.02 hereof.

“Bond Indenture” means this Bond Indenture, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Bond Indenture entered into pursuant to the provisions hereof.

“Bond Register” means the books for the registration of ownership of the Bonds, and the transfer of ownership of the Bonds, maintained by the Trustee pursuant to Section 2.08 hereof.

“Bond Year” means the period of twelve consecutive months ending on December 1 of any year in which Bonds are Outstanding.

“Bonds” means the bonds authorized and issued pursuant to Section 2.01 hereof and any bonds issued in exchange or replacement thereof in accordance with this Indenture.

“Book-Entry Bonds” means any Bonds which are then held in book-entry form by a Securities Depository as provided in Section 2.05 hereof.

“Building Lease” means the Building Lease, dated February [], 2024, between the Company and Astera, as it may be amended or supplemented.

“Business Day” means any day other than a Saturday, Sunday, legal holiday or a day on which banks located in New York, New York and the city in which the Principal Office of the Trustee is located, are not required or authorized to be closed and on which the New York Stock Exchange is not closed.

“Capitalized Interest Fund” means the Capitalized Interest Fund established pursuant to Section 3.05 hereof.

“Certificate of the City” means a certificate signed by an Authorized City Representative. If and to the extent required by the provisions of Section 1.05 hereof, each Certificate of the City shall include the statements provided for in Section 1.05 hereof.

“Certificate of the Company” means a certificate signed by an Authorized Company Representative. If and to the extent required by the provisions of Section 1.05 hereof, each Certificate of the Company shall include the statements provided for in Section 1.05 hereof.

“Certified Resolution” means a copy of a resolution of the City certified by the Administrator of the City to have been duly adopted by the City and to be in full force and effect on the date of such certification.

“City” means the City of Wadena, a municipality organized and existing under the Constitution and laws of the State of Minnesota or its successors and assigns.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” means (i) Wadena Cancer Center LLC, a Minnesota limited liability company, and its successors and assigns, and (ii) any surviving, resulting or transferee Person as provided in Section 5.2 or 10.4(B) of the Agreement.

“Construction Fund” means the Construction Fund established pursuant to Section 3.03 hereof.

“Continuing Disclosure Undertaking” means that certain Continuing Disclosure Undertaking, dated as of February [], 2024, between Astera and the Trustee, as originally executed or as it may from time to time be supplemented or amended.

“Costs” means, with respect to the Project, the sum of the items, or any such item, of the cost of the acquisition, design, construction, restoration, improvement, renovation or equipping of the Project including expenses incidental to the construction, acquisition or financing of the Project authorized to be paid with Bond proceeds pursuant to the provisions of the Act, including the reimbursement to the Company of amounts expended for such costs to the extent permitted by the Tax Compliance Certificate, but shall not include any capitalized interest or Costs of Issuance.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the Company and related to the authorization, issuance, sale and delivery of the Bonds, including but not limited to costs of preparation and reproduction of documents, fees and expenses of the City, initial fees and charges of the Trustee and the Guarantor, legal fees and charges, including fees and charges of counsel to the City, the Company, the Trustee, Astera, the Guarantor, the Underwriter and Bond Counsel, fees and disbursements of consultants and professionals, rating agency fees, and any other cost, charge or fee in connection with the original issuance of the Bonds which constitutes a “cost of issuance” within the meaning of Section 147(g) of the Code.

“Costs of Issuance Fund” means the Costs of Issuance Fund established pursuant to Section 3.04 hereof.

“Developer” means Mortenson Development, Inc., a Minnesota corporation, and its successors and assigns.

“Development Agreement” means the Development Services Agreement dated [], 2024, between the Company and the Developer, as the same may be amended from time to time.

“DTC” means The Depository Trust Company and its successors and assigns.

“DTC Participants” means those broker-dealers, banks and other financial institutions from time to time for which DTC holds Bonds as a Securities Depository.

“Electronic Notice” means notice through telecopy, facsimile transmission, internet, e-mail or other electronic means of communication confirmed by writing or written transmission.

“Event of Default” as used with respect to this Bond Indenture has the meaning specified in Section 7.01 hereof, and as used with respect to the Agreement has the meaning specified in Section 7.1 thereof.

“Extraordinary Event” means the receipt of insurance or condemnation proceeds to be applied to redemption of the Bonds pursuant to Sections 6.5 or 7.2 of the Building Lease.

“Fitch” means Fitch Ratings, its successors and assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Moody’s) designated by the City following consultation with the Company and Astera, by notice to the Trustee.

“Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the full and timely payment of which is guaranteed by, the United States of America.

“Gross Receipts” means all Assigned Payments, receipts, revenues, income and other moneys received by or on behalf of the Company that are derived from the payment of rentals and all other amounts by Astera to the Company pursuant to the Building Lease and the Development Agreement, any and all payments by the Guarantor pursuant to the Guaranty, any and all other amounts derived from the Building Lease or the ownership or operation of the Project, and all rights to receive the same, whether in the form of accounts, accounts receivable, contract rights or other rights, and the proceeds of such rights, and whether now owned or held or hereafter coming into existence.

“Ground Lease” means the Ground Lease, dated February [], 2024, between Astera and the Company, as may be amended or supplemented.

“Guarantor” means [CentraCare Health System], a [] not for profit corporation, and its successor and assigns.

“Guaranty” means, initially, the Guaranty dated February [], 2024 made by the Guarantor for the benefit of the Company, as the same may be amended or supplemented from time to time.

“Holder” or “Bondholder” means the registered owner of any Bond.

“Interest Payment Date” means each June 1 and December 1, commencing [June 1, 2024].

“Investment Securities” means any of the following if and to the extent that the following are at the time legal investments under the laws of the State for moneys held hereunder and then proposed to be invested therein and shall be the sole investments in which amounts on deposit in any fund or account created hereunder shall be invested:

(a) Cash deposits (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in paragraphs (b), (c) or (d)).

(b) Direct obligations (including obligations issued or held in book entry form on the books of the Department of Treasury) of the United States of America.

(c) Obligations of any federal agency or federally sponsored entity which obligations are guaranteed by the full faith and credit of the United States of America, including but not limited to the following:

- (i) Export-Import Bank
- (ii) Rural Economic Community Development Administration
(formerly the Farmers Home Administration)
- (iii) Federal Financing Bank
- (iv) General Services Administration
- (v) U.S. Maritime Administration
- (vi) U.S. Department of Housing and Urban Development
- (vii) Small Business Administration
- (viii) Government National Mortgage Association
- (ix) Federal Housing Administration
- (x) Farm Credit System Financial Assistance Corporation
- (xi) The guaranteed interest on obligations issued by the Resolution Trust Corporation.

(d) Direct obligations of any federal agency or federally sponsored entity which are not fully guaranteed by the full faith and credit of the United States of America, including but not limited to the following:

- (i) Federal National Mortgage Association
- (ii) Federal Home Loan Mortgage Corporation
- (iii) Federal Home Loan Bank System
- (iv) The principal component of obligations issued by the Resolution Trust Corporation
- (v) Student Loan Marketing Corporation.

(e) Commercial paper which is rated at the time of purchase in the highest short-term rating category (without regard to qualifier, “A-1” by S&P, “P-1” by Moody’s and “F-1” by Fitch) of at least one nationally recognized rating agency and which matures not more than 270 days after the date of purchase.

(f) U.S. dollar denominated deposit accounts, federal funds and bankers’ acceptances with domestic commercial banks (including the Trustee and its affiliates) which either (i) have a rating on their short-term certificates of deposit on the date of purchase in one of the two highest short-term rating categories (without regard to qualifier) of at least two nationally recognized rating agencies, (ii) are insured at all times by the

Federal Deposit Insurance Corporation, or (iii) are collateralized with direct obligations of the United States of America at 102% valued daily. All such certificates must mature no more than 365 days after the date of purchase.

(g) Investments in money market funds rated in the highest short-term rating category for money market funds (without regard to qualifier) of at least one nationally recognized rating agency including funds for which the Trustee and its affiliates provide investment advisory or other management services.

(h) Pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and,

(i) which are rated, based on an irrevocable escrow account or fund (the “escrow”), in the highest long-term rating category (without regard to qualifier) of at least two nationally recognized rating agencies; or

(ii) (A) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting of cash or securities as described in paragraphs (b) or (c) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the redemption date or dates specified pursuant to such irrevocable instructions, as appropriate, and

(B) which escrow is sufficient, as verified by an Accountant’s Certificate, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or the redemption date or dates specified pursuant to such irrevocable instructions, as appropriate.

(i) General obligations of states with a short-term rating in the highest rating category (without regard to qualifiers) and a long-term rating in one of the two highest rating categories (without regard to qualifiers) of at least two nationally recognized rating agencies. In the event such obligations are variable rate obligations, the interest rate on such obligations must be reset not less frequently than annually.

(j) Repurchase agreements with any commercial bank, which has a long-term, unsecured rating of “A” or better by S&P and “A2” or better by Moody’s, provided that (i) the term of such repurchase agreement is not greater than thirty years, (ii) the Trustee or third party acting solely as agent for the Trustee has possession of the collateral, (iii) the collateral is valued weekly and the market value of the collateral is maintained at an amount equal to at least 102% for those securities defined in paragraphs (b) and (c) above and 104% for those securities defined in paragraph (d) above of the amount of cash transferred by the Trustee to the commercial bank under the repurchase agreement plus interest, (iv) failure to maintain the requisite collateral levels will permit the Trustee to liquidate the

collateral immediately, (v) the repurchase securities are free and clear of any third-party lien or claim; and (vi) in the case of PSA Master Repurchase Agreements, there shall have been delivered to the Trustee, the City, the Company, Astera and the Guarantor an Opinion of Counsel to the effect that such repurchase agreement meets all guidelines under State law for legal investment of the funds to be invested.

(k) Investment agreements, including guaranteed investment contracts, forward purchase agreements and reserve fund put agreements with financial institutions whose senior, unsecured debt is rated in one of the three highest rating categories by Moody's, S&P or Fitch.

"Issue Date" means, with respect to the Bonds, the date on which the Bonds are first delivered to the purchasers thereof.

"Loan" means the loan in the initial aggregate principal amount of the Bonds made by the City to the Company pursuant to Section 4.1 of the Agreement.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Fitch) designated by the City following consultation with the Company and Astera, by notice to the Trustee.

"Mortgage" means [_____].

"NHREFCO" means National Healthcare, Research and Education Finance Corporation, a Texas non-profit corporation.

"Nominee" means Cede & Co., as nominee of DTC, the initial Securities Depository for the Bonds, and any successor nominee of DTC and, if another Securities Depository replaces DTC as Securities Depository hereunder, any nominee of such substitute Securities Depository.

"Notice by Mail" or "notice" of any action or condition "by Mail" shall mean a written notice meeting the requirements of this Bond Indenture mailed by first-class mail, postage prepaid.

"Opinion of Bond Counsel" means an Opinion of Counsel which is a Bond Counsel.

"Opinion of Counsel" means a written opinion of counsel (who may be counsel for the Company or Astera) reasonably acceptable to the City, the Company and Astera.

"Outstanding," when used as of any particular time with reference to the Bonds (subject to the provisions of Section 11.08(e)) hereof, means all Bonds theretofore authenticated and delivered by the Trustee under this Bond Indenture except:

(a) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to the terms of this Bond Indenture; and

(c) Bonds with respect to which the liability of the City has been discharged to the extent provided in, and pursuant to the requirements of, Section 10.02 hereof.

“Participant” means each DTC Participant and if there is a Securities Depository for the bonds other than DTC, each broker-dealer, bank and other financial institution from time to time for which such substitute Securities Depository holds Bonds as Securities Depository.

“Person” means an individual, corporation, firm, association, limited liability company, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“Principal Installment” means, with respect to any Principal Installment Date, the sum of the aggregate amount of principal due with respect to Bonds that mature on such Principal Installment Date.

“Principal Installment Date” means any date on which any Bonds mature.

“Principal Office” of the Trustee means the principal corporate trust office of the Trustee designated in writing to the City and the Company, which initially shall be located at the address set forth in Section 11.06 hereof; provided that for purposes of payment, redemption, transfer, exchange, surrender and cancellation of Bonds only, such term means the office of the Trustee at which, at any particular time, its corporate trust operations business shall be conducted.

“Project” has the meaning set forth in Exhibit A to the Agreement.

“Rating Agency” means, collectively, Fitch and S&P to the extent they are then providing or maintaining ratings on the Bonds at the request of the Company, or in the event that Fitch or S&P no longer maintains such a rating on the Bonds, any other nationally recognized rating agency, in each case then providing or maintaining a rating on the Bonds at the request of the Company and Astera.

“Rebate Fund” means the Rebate Fund established and held by the Trustee in accordance with Section 6.07 hereof.

[“Rebate Requirement” has the meaning assigned to the term Rebate Amount in the Tax Compliance Certificate.]

“Record Date” means each [June 15 and December 15].

“Repayment Installment” means any amount that the Company is required to pay to the Trustee pursuant to Section 4.2(A) of the Agreement as a repayment of the Loan of the Bond proceeds made by the City under the Agreement.

“Representation Letter” has the meaning specified in Section 2.05(d) hereof.

“Reserved Rights” means the City’s rights to Additional Payments, to notices, indemnities, consultations, approvals, consents, inspections, information and opinions, to receive periodic reports and financial and other information from the Company, to enforce the Tax Compliance Certificate and the Agreement, to act exclusively as the “taxpayer” to communicate with the Internal Revenue Service in any investigation or review of the Bonds by the Internal Revenue Service, and to enforce any of such rights.

“Revenues” means all payments received by the City or the Trustee pursuant or with respect to the Agreement (except Additional Payments), including, without limiting the generality of the foregoing, Repayment Installments (including both timely and delinquent payments), payments received under the Agreement (including, subject to Section 4.6(C) of the Agreement, all Gross Receipts), the Building Lease, the Guaranty, the Development Agreement, prepayments and all income derived from the investment of any moneys in any fund or account established pursuant to this Bond Indenture, but not including amounts, including investment income, received for or on deposit in the Rebate Fund.

“Rule 15c2-12” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may from time to time be amended and supplemented.

“S&P” means S&P Global Ratings, its successors and assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency (other than Fitch or Moody’s) designated by the City after consultation with the Company and Astera, by notice to the Trustee.

“Securities Depository” means any securities depository acting pursuant to the guidelines of the Securities and Exchange Commission as securities depository for the Bonds.

“Serial Bonds” means Bonds for which no sinking fund installments are established.

“State” means the State of Minnesota.

“Supplemental Bond Indenture” or “indenture supplemental hereto” means any indenture supplemental to this Bond Indenture hereafter duly authorized and entered into between the City and the Trustee in accordance with the provisions of this Bond Indenture.

“Surplus Account” means an account so designated established pursuant to Section 3.03(c) hereof.

“Tax Compliance Certificate” means the Tax Certificate relating to the Bonds, dated as of the Issue Date for the Bonds, by and among Astera, NHREFCO and the Company, as the same may be amended from time to time.

“Tax-Exempt” means, with respect to interest on any obligations of a state or local government, including the Bonds, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an

item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

“Tax-Exempt Organization” means an organization described in Section 501(c)(3) of the Code (or, in the case of the Company, a disregarded entity within the meaning of Regulations Section 301.7701-2(c)(2) and 301.7701-3(b)(1)(ii), the sole member of which is an organization described in Section 501(c)(3) of the Code).

“Tax-Exempt Securities” means revenue bonds or other securities the interest on which is Tax-Exempt.

“Total Condemnation Redemption Event” means a redemption of Bonds at the option of Astera, with the consent of the Guarantor, pursuant to Section 7.2 of the Building Lease.

“Trustee” means UMB Bank, n.a., a national banking association organized under the laws of the United States of America, and its successors and assigns or any successor Trustee appointed pursuant to Section 8.08 hereof.

“Underwriter” means B.C. Ziegler and Company.

“Written Order of the City” and “Written Request of the City” mean, respectively, a written order or request signed by or on behalf of the City by an Authorized City Representative.

“Written Order of the Company” and “Written Request of the Company” means, respectively, a written order or request signed by or on behalf of the Company by an Authorized Company Representative.

“Written Order of Astera” and “Written Request of Astera” means, respectively, a written order or request signed by or on behalf of Astera by an Authorized Astera Representative.

“Yield” shall have the meaning ascribed to such term by Section 148(h) of the Code and the Treasury Regulations promulgated thereunder.

Section 1.02 **Additional Definitions.** Any term used in this Bond Indenture that is not defined herein but that is defined in the Tax Compliance Certificate shall have the meaning ascribed to it in the Tax Compliance Certificate.

Section 1.03 **Number, Gender and Variants.** The singular form of any word used herein, including the terms defined in Section 1.01 hereof, shall include the plural, and vice versa. The use herein of a word of any gender shall include all genders. The definition of a word or term shall include all variants of such word or term.

Section 1.04 **Articles, Sections, Etc.** All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Bond Indenture as originally executed, as such Articles, Sections or subdivisions may be amended and supplemented from time to time in accordance with the provisions hereof; and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Bond Indenture as a whole and not to any particular Article, Section or subdivision hereof. The headings or titles of the

several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Bond Indenture.

Section 1.05 **Content of Certificates.** Every certificate with respect to compliance with a condition or covenant provided for in this Bond Indenture or the Agreement (except for the certificate of cancelled Bonds provided for in Sections 2.09, 2.10, 4.05 and 4.06 hereof) shall include (a) a statement that the person or persons making or giving such certificate has read such covenant or condition and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with; and (d) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate made or given by an Authorized City Representative, an Authorized Company Representative or an Authorized Astera Representative may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such official knows that the certificate or opinion or representations with respect to the matters upon which his or her certificate or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous. Any such certificate or opinion made or given by counsel may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the City, the Company or Astera), upon the certificate or opinion of or representations by an official of the City, the Company or Astera, as applicable, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his or her certificate or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

ARTICLE II

THE BONDS

Section 2.01 **Authorization of Bonds.** (a) There shall be issued under and secured by this Bond Indenture an issue of bonds of the City in the principal amount of \$[PAR] and designated as the “City of Wadena Revenue Bonds (Wadena Cancer Center Project) Series 2024.” This Bond Indenture constitutes a continuing agreement with the Holders from time to time of the Bonds to secure the full payment of the principal (or redemption price) of and interest on all the Bonds subject to the covenants, provisions and conditions herein contained.

(b) All Bonds issued under this Bond Indenture and at any time Outstanding shall in all respects be equally and ratably secured hereby, without preference, priority, or distinction on account of the date or dates or the actual time or times of the issue or maturity of the Bonds, so that all Bonds at any time issued and outstanding hereunder shall have the same right, lien, and preference under and by virtue of this Bond Indenture, and shall all be equally and ratably secured hereby. The Bonds shall be limited revenue obligations of the City payable solely out of the security specified in this Bond Indenture. The Bonds shall not constitute or become an

indebtedness, a debt, or a liability or a charge against the general credit or taxing power of the City, the State, or of any county, city, city and county, town, school district, or other subdivision of the State, or of any other political subdivision or body corporate and politic within the State other than the City (but only to the extent provided in this Bond Indenture) and neither the State nor any county, city, city and county, town, school district, or other subdivision of the State except the City to the extent provided above shall be liable thereon; nor shall the Bonds constitute the giving, pledging, or loaning of the faith and credit of the City, State, or any county, city, city and county, town, school district, or other subdivision of the State or of any other political subdivision or body corporate and politic within the State but shall be payable solely from the funds herein provided therefor. The issuance of the Bonds shall not, directly or indirectly or contingently, obligate the State or any subdivision of the State nor empower the City to levy or collect any form of taxes or assessments therefor or to create any indebtedness payable out of taxes or assessments or make any appropriation for their payment, and such appropriation or levy is prohibited. Nothing in the Act shall be construed to authorize the City to create a debt of the State within the meaning of the Constitution or statutes of the State or authorize the City to levy or collect taxes or assessments. Neither the members of the City Council or officers of the City nor any person executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. The State shall not in any event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation, or agreement of any kind whatsoever undertaken by the City. No breach of any such pledge, mortgage, obligation, or agreement shall impose any pecuniary liability upon the State or any charge upon its general credit or against its taxing power.

Section 2.02 **Terms of Bonds.** The Bonds shall be issued as fully registered bonds, without coupons, in Authorized Denominations and shall all be dated as of the Issue Date. The Bonds shall bear the letter prefix “R-” and be numbered consecutively from 1 upward. The Bonds shall mature on the following dates, subject to prior redemption as provided in this Bond Indenture, in the following principal amounts and shall bear interest at the following rates per annum:

Maturity Date	Principal	Interest
December 1	Amount	Rate
[to come]		

The principal of each Bond is payable in lawful money of the United States of America upon surrender thereof at the Principal Office of the Trustee. Interest payments on each Bond shall be made by the Trustee to the Person appearing on the Bond Register as the Owner thereof as of

the close of business on the Record Date, such interest to be paid by the Trustee to such Owner (i) in the event the Bond is a Book-Entry Bond, in immediately available funds on the Interest Payment Date in accordance with the Representation Letter and (ii) in the event the Bond is not a Book-Entry Bond, (A) in immediately available funds (by wire transfer or by deposit to the account of the Owner if such account is maintained with the Trustee), according to the instructions given by such Owner to the Trustee or (B) in all other cases, by check mailed by first-class mail to the Owner at such Owner's address as it appears as of the Record Date on the Bond Register; except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Owner in whose name the Bond is registered as of a special record date to be fixed by the Trustee.

Interest on each Bond shall be payable on each Interest Payment Date until the principal sum of such Bond has been paid; provided, however, that if at the maturity date of any Bond (or if the same is redeemable and shall be duly called for redemption, then at the date fixed for redemption) funds are available for the payment or redemption thereof, in full accordance with the terms of this Bond Indenture, such Bonds shall then cease to bear interest. Interest on each Bond shall be computed from the Interest Payment Date to which interest has been paid (or duly provided for) next preceding the date of authentication thereof, unless (a) such date of authentication shall be prior to the first Interest Payment Date, in which case interest shall be computed from the Issue Date or (b) such date of authentication shall be an Interest Payment Date), in which case interest shall be computed from such date of authentication; provided, that if interest on any Bond shall be in default, the Bond or Bonds issued in exchange for such Bond surrendered for transfer or exchange shall bear interest from the last date to which interest has been paid in full (or duly provided for) on such Bond or, if no interest has been paid (or duly provided for) on such Bond, from the Issue Date. Interest accrued on any Bond shall be paid on each Interest Payment Date for the period from and including the date described in the preceding sentence to and including the day before such Interest Payment Date (whether or not the day before such Interest Payment Date is a Business Day).

The Bonds shall bear interest as provided herein from and including the Issue Date to but excluding the date of payment in full of such Bonds computed on the basis of a 360-day year of twelve (12) 30-day months.

Payment of the interest on any Bond shall be made to the Person appearing on the Bond Register as the registered owner thereof as of the applicable Record Date, such interest to be paid by the Trustee to such Bondholder (i) by check mailed by first-class mail on the Interest Payment Date, to such Bondholder's address as it appears on the Bond Register, or (ii) upon written request at least three Business Days prior to the applicable Record Date of the Holder of all of the Outstanding Bonds or the Holder of Outstanding Bonds aggregating not less than \$1,000,000 in principal amount, by wire transfer in immediately available funds at an account maintained in the United States at such wire address as such Bondholder shall specify in its written notice (any such written request shall remain in effect until rescinded in writing by such Bondholder); except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Bondholder in whose name any such Bonds are registered on the Bond Register at the close of business on a special record date to be fixed by the Trustee. Notwithstanding the foregoing, if any Bond is authenticated as of a day during the period from the day after the Record Date immediately preceding an Interest

Payment Date to such Interest Payment Date, inclusive, such Bond shall bear interest from such Interest Payment Date; provided, however, that if the City shall default in the payment of interest due on such Interest Payment Date, then such Bond shall bear interest as provided in the preceding sentence. Both the principal of and premium, if any, on the Bonds shall be payable upon surrender thereof at the Principal Office of the Trustee.

Section 2.03 **Terms of Redemption.** (a) **Optional Redemption.** The Bonds maturing on or after December 1, 20[], are subject to redemption prior to their respective stated maturities, as a whole or in part on any date on or after December 1, 20[], at the principal amount of the Bonds to be redeemed, without premium, plus unpaid accrued interest, if any, to the date of redemption, from any moneys received by the Trustee pursuant to Article VIII of the Agreement, provided in each case that the maturities and the principal amount of Bonds of each maturity to be redeemed from the amount so prepaid and the redemption date shall be as specified in the Written Request of the Company, as directed by an Authorized Astera Representative with consent of the Guarantor, given pursuant to Article VIII of the Agreement.

(b) **Extraordinary Redemption.** The Bonds are subject to extraordinary optional redemption prior to their respective stated maturities, as a whole or in part on any date, as directed by the Company at the option of Astera with the consent of the Guarantor, upon the occurrence of an Extraordinary Event, from insurance or condemnation awards pursuant to Sections 6.5 and 7.2 of the Building Lease resulting from any loss or condemnation with respect to the Project, at the principal amount of the Bonds to be redeemed, without premium, plus unpaid accrued interest, if any, to the date of redemption, provided in each case that the maturities to be redeemed and the redemption date shall be as specified in the Written Request of Astera.

Section 2.04 **Form of Bonds.** The Bonds may be engraved, printed, lithographed or typewritten, shall be in Authorized Denominations and may contain such references to any of the provisions of this Bond Indenture as may be appropriate. The Bonds and the certificate of authentication to be executed thereon shall be in substantially the form attached hereto as Exhibit A, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Indenture and as are appropriate and not inconsistent therewith and shall conform generally to the rules and regulations of any governmental authority or usage or requirement of law with respect thereto. Subject to the provisions of Section 2.11 hereof, pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures, “CUSIP” numbers may be printed on the Bonds. The Bonds may bear such endorsement or legend relating thereto as may be required to conform to usage or law with respect thereto.

Section 2.05 **Book-Entry System.** (a) The Bonds shall initially be issued in the form of one separate single certificated fully registered bond for each maturity of the Bonds, registered in the name of Cede & Co., as nominee of DTC, the initial Securities Depository for the Bonds. Except as provided in subsection (e) below, all of the Outstanding Bonds shall be so registered on the Bond Register, and the provisions of subsection (f) of this Section shall apply thereto.

(b) The City, the Company, Astera and the Trustee shall have no responsibility or obligation to any DTC Participant or to any Beneficial Owner, except as otherwise expressly provided herein. Without limiting the immediately preceding sentence, the City, the Company, Astera and the Trustee shall have no responsibility or obligation with respect to (1) the accuracy

of the records of DTC or any other Securities Depository for the Bonds, any Nominee or any Participant with respect to any ownership interest in the Bonds, (2) the delivery to any Participant or any other person, other than a Bondholder as shown on the Bond Register, of any notice with respect to the Bonds, including any notice of redemption or (3) the payment to any Participant or any other Person, other than a Bondholder as shown on the Bond Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The Trustee shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Bondholders, as shown on the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. The City, the Company, Astera and the Trustee may treat and consider the Person in whose name each Bond is registered on the Bond Register as the Holder and absolute owner of such Bond for the purpose of payment of principal of, and premium, if any, and interest on, such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever.

(c) No person other than a Bondholder, as shown on the Bond Register, shall receive a certificated Bond evidencing the obligation of the City to make payments of principal of, or premium, if any, or interest on, the Bonds pursuant to this Bond Indenture.

(d) The City and the Trustee shall, if not previously on file, execute and deliver to DTC and each substitute Securities Depository a letter of representation in customary form with respect to the Bonds (the "Representation Letter"), but such Representation Letter shall not in any way limit the provisions of Section 2.05(b) hereof or in any other way impose upon the City or the Trustee any obligation whatsoever with respect to Persons having interests in the Bonds other than the Bondholders, as shown on the Bond Register. The Trustee shall take all action necessary for all representations of such party in the Representation Letter with respect to the Trustee to be complied with at all times.

(e) The City, with the consent of the Company, may, and upon request of the Company shall, terminate the services of the Securities Depository then acting as Securities Depository for the Bonds. The Securities Depository then acting as Securities Depository for the Bonds may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice and all known information on the Participants and the Beneficial Owners having an interest in the Bonds to the City, the Company and the Trustee and discharging its responsibilities with respect thereto under applicable law. Upon the discontinuance or termination of the services of DTC with respect to the Bonds, unless a substitute Securities Depository is appointed by the City (with the consent, or at the request, of the Company) to undertake the functions of Securities Depository hereunder, the City, at the expense of the Company, is obligated to deliver Bond certificates to or upon the order of the Beneficial Owners of such Bonds, as described in this Bond Indenture, and such Bonds shall no longer be restricted to being registered on the Bond Register in the name of the Securities Depository or its Nominee, but may be registered in whatever name or names Bondholders transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Bond Indenture. If a substitute Securities Depository is appointed for the Bonds in accordance with this subsection (e), the Bonds shall be registered in the Bond Register in the name of such substitute Securities Depository or its Nominee.

(f) So long as any Bond is registered in the name of a Securities Depository or its Nominee, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter. Bondholders shall have no lien or security interest in any rebate or refund paid by a Securities Depository to the Trustee which arises from the payment by the Trustee of principal of, premium, if any, or interest on the Bonds in immediately available funds to such Securities Depository or its Nominee.

Section 2.06 **Execution of Bonds.** The Bonds shall be executed in the name and on behalf of the City with the manual or facsimile signature of the [Mayor and City Administrator]. The Bonds shall then be delivered to the Trustee for registration and authentication by it. In case any of the officials who shall have signed or attested any of the Bonds shall cease to be such official or officials before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the City as though those who signed and attested the same had continued to be such officials of the City. Also, any Bond may be signed and attested on behalf of the City by such Persons as on the actual date of the execution of such Bond shall be the proper officials although on the nominal date of such Bond any such Person shall not have been such official.

Only such of the Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A hereto, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Bond Indenture, and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Bond Indenture.

Section 2.07 **Transfer and Exchange of Bonds.** Registration of any Bond may, in accordance with the terms of this Bond Indenture, be transferred, upon the Bond Register required to be kept pursuant to the provisions of Section 2.08 hereof, by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Bond shall be surrendered for registration of transfer, the City shall prepare and execute and the Trustee shall authenticate and deliver a new Bond or Bonds of the same tenor in Authorized Denominations. The Trustee shall require the payment by the Bondholder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, and there shall be no other charge to any Bondholders for any such transfer. The reasonable cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the Company. Except with respect to Bonds purchased pursuant to Section 4.06 hereof, no registration of transfer of Bonds upon the Bond Register shall be required to be made during the period after any Record Date and prior to the related Interest Payment Date or during the period of fifteen (15) days next preceding the date on which the Trustee gives any notice of redemption, nor shall any registration of transfer of Bonds called for redemption be required.

Bonds may be exchanged at the corporate trust operations office of the Trustee in for a like aggregate principal amount of Bonds of the same tenor and in Authorized Denominations. Whenever any Bond shall be surrendered for exchange, the City shall prepare and execute and the

Trustee shall authenticate and deliver new Bonds of the same tenor and of the requested Authorized Denominations. The Trustee shall require the payment by the Bondholder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange, and there shall be no other charge to any Bondholders for any such exchange. The reasonable cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the Company. Except with respect to Bonds purchased pursuant to Section 4.06 hereof, no exchange of Bonds shall be required to be made during the period after any Record Date and prior to the related Interest Payment Date or during the period of fifteen (15) days next preceding the date on which the Trustee gives notice of redemption, nor shall any exchange of Bonds called for redemption be required.

Section 2.08 **Bond Register.** The Trustee will keep or cause to be kept at its Principal Office sufficient books for the registration and the registration of transfer of the Bonds constituting the Bond Register, which shall at all times, during regular business hours with reasonable prior notice, be open to inspection by the City, the Guarantor, Astera and the Company; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register the transfer or cause to be registered the transfer, on said Bond Register, of Bonds as herein provided.

Section 2.09 **Bonds Mutilated, Lost, Destroyed or Stolen.** If any Bond shall become mutilated, the City, upon the request and at the expense of the Holder of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and Authorized Denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bonds so mutilated. Every mutilated Bond so surrendered to the Trustee shall be cancelled by it and destroyed in accordance with the customary practices of the Trustee and applicable retention laws. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the City and the Trustee, and if such evidence be satisfactory to them and indemnity satisfactory to them and the Company shall be given by or on behalf of the Holder of such lost, destroyed or stolen Bond, the City, at the expense of the Holder, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and Authorized Denomination in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured, instead of issuing a substitute Bond the Trustee may pay the same without surrender thereof upon receipt of indemnity satisfactory to it). The City may require payment by the applicable Holder of a reasonable fee for each new Bond issued under this Section and payment of the expenses which may be incurred by the City and the Trustee. Any Bond issued under the provisions of this Section in lieu of any Bond mutilated or alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond mutilated or so alleged to be lost, destroyed or stolen shall be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Bond Indenture with all other Bonds secured by this Bond Indenture.

Section 2.10 **Disposition of Cancelled Bonds.** When and as paid in full, all Bonds shall be delivered to the Trustee, who shall forthwith cancel such Bonds in accordance with its customary practices and applicable retention laws.

Section 2.11 **CUSIP Numbers.** The Trustee shall use “CUSIP” numbers in notices of redemption as a convenience to Holders; provided that any such notice may state that no

representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Bonds, and any such redemption shall not be affected by any defect in or omission of such CUSIP numbers.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01 **Authentication and Delivery of Bonds.** Upon the execution and delivery of this Bond Indenture, upon the execution of the Bonds by the City and delivery thereof to the Trustee, as hereinabove provided, and without any further action on the part of the City, the Trustee shall authenticate the Bonds in an aggregate principal amount as stated in Section 2.01(a) hereof and shall deliver the Bonds to or upon the Written Order of the City upon receipt of the purchase price thereof as specified in such Written Order of the City.

Section 3.02 **Application of Proceeds of Bonds.** The proceeds received by the City from the sale of the Bonds (consisting of \$[] original principal amount of the Bonds, less an underwriter's discount of \$[], [plus a net premium of \$[]]) shall be deposited with the Trustee, who shall forthwith set aside or transfer such amounts as follows:

- (a) The Trustee shall deposit in the Construction Fund the sum of \$[].
- (b) The Trustee shall deposit in the Capitalized Interest Fund the sum of \$[].
- (c) The Trustee shall deposit in the Costs of Issuance Fund the sum of \$[].

Section 3.03 **Construction Fund.**

(a) The Trustee shall establish the Construction Fund (the "Construction Fund"). The Trustee shall establish within the Construction Fund such accounts and subaccounts as are specified upon written direction from an Authorized Company Representative or from an Authorized Astera Representative as may be necessary or convenient to carry out the purposes of this Bond Indenture, the Agreement and the Tax Compliance Certificate.

(b) Before each payment for Costs of the Project is made from the Construction Fund (including any account established therein) by the Trustee, there shall be filed with the Trustee a requisition conforming with the requirements of the Agreement, and in the form attached hereto as Exhibit B. Each such requisition for Costs of the Project shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts and may conclusively rely on such requisition. Upon receipt of each such requisition, signed by an Authorized Company Representative or by an Authorized Astera Representative, the Trustee shall pay the amount set forth therein as directed by the terms thereof. The Trustee shall fund any such requisition, by check or wire as specified in such requisition, not later than two (2) Business Days after receipt of such requisition if such requisition is received by the Trustee prior to 12:00 noon [(Denver time)] on a Business Day.

(c) Upon the receipt by the Trustee of a certificate signed by an Authorized Company Representative or by an Authorized Astera Representative, and after payment of Costs payable from the Construction Fund or provision having been made for payment of such Costs not yet due by retaining sufficient amounts to pay such Costs in the Construction Fund or otherwise as directed in such certificate, the Trustee shall transfer any remaining balance in the Construction Fund into a separate account within the Bond Fund, which the Trustee shall establish and hold in trust, and which shall be entitled the "Surplus Account." Upon such transfer the Construction Fund shall be closed. The moneys in the Surplus Account shall be used and applied, at the written direction of the Company or Astera, which directions shall comply with the Tax Compliance Certificate (unless some other application of such moneys is requested by the Company or Astera and there is delivered to the City, the Company, Astera, the Trustee and the Guarantor an Opinion of Bond Counsel to the effect that such application would not, in and of itself, adversely affect the Tax-Exempt status of interest on the Bonds) to the purchase for cancellation or redemption of Bonds as designated by an Authorized Company Representative or an Authorized Astera Representative in Authorized Denominations, to the maximum degree permissible, and at the earliest dates at which such Bonds can be purchased or redeemed pursuant to Section 4.01 hereof. Notwithstanding Section 5.05 hereof, the moneys in such Surplus Account shall be invested at the Written Request of Astera at a Yield no higher than the Yield on the Outstanding Bonds (unless there is delivered to the City, Astera, the Trustee and the Guarantor an Opinion of Bond Counsel addressed to the Trustee and the City to the effect that investment at a higher Yield would not, in and of itself, adversely affect the Tax-Exempt status of interest on the Bonds), and all such investment income shall be deposited in the Surplus Account and expended or reinvested as provided above.

(d) In the event of redemption of all the Bonds pursuant to Section 4.01 hereof or an Event of Default that causes acceleration of the Bonds, any moneys then remaining in the Construction Fund shall be transferred to the Surplus Account within the Bond Fund, and all moneys in the Bond Fund shall be used to pay or redeem Bonds.

Section 3.04 Costs of Issuance Fund. The Trustee shall establish the Costs of Issuance Fund (the "Costs of Issuance Fund"). The moneys in the Costs of Issuance Fund shall be held by the Trustee in trust and applied to the payment of Costs of Issuance, upon a requisition filed with the Trustee in the form attached hereto as Exhibit C, signed by an Authorized Company Representative or by an Authorized Astera Representative. Each such requisition for Costs of Issuance shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee may conclusively rely on such requisition and shall have no duty to confirm the accuracy of such facts. The Trustee shall fund any such requisition, by check or wire as specified in such requisition, not later than two (2) Business Days after receipt of such requisition if such requisition is received by the Trustee prior to 12:00 noon ([Denver time]) on a Business Day. All payments from the Costs of Issuance Fund shall be reflected in the Trustee's regular accounting statements. Any amounts remaining in the Costs of Issuance Fund six months following the Issue Date of the Bonds shall be transferred to the Construction Fund and applied as provided in Section 3.03 hereof.

Section 3.05 Capitalized Interest Fund. The Trustee shall establish the Capitalized Interest Fund (the "Capitalized Interest Fund"). The moneys in the Capitalized Interest Fund shall be held by the Trustee in trust and applied by the Trustee to the payment of interest on the Bonds on each Interest Payment Date until depleted. The Trustee shall transfer to the Bond Fund amounts

sufficient to pay interest on the Bonds as the same become due on each Interest Payment Date. Payments from the Capitalized Interest Fund shall be reflected in the Trustee's regular accounting statements.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01 **Redemption of Bonds.** The Bonds are subject to redemption if and to the extent (i) the Company makes a prepayment of Repayment Installments pursuant to Article VIII of the Agreement to be applied to the optional redemption of Bonds pursuant to Section 2.03(a) or (ii) the Trustee is in receipt of insurance or condemnation proceeds to be applied to redemption of the Bonds pursuant to Sections 6.5 and 7.2 of the Building Lease. The Trustee shall not give notice of any optional redemption under Section 2.03(a) unless an Authorized Company Representative or an Authorized Astera Representative has so directed in accordance with Section 8.4 of the Agreement.

Section 4.02 **Selection of Bonds for Redemption.** The principal amount of Bonds to be redeemed shall be as specified by an Authorized Company Representative or an Authorized Astera Representative, each with the consent of the Guarantor, pursuant to Section 8.2 of the Agreement. If less than all of the Bonds are called for redemption, the Trustee shall select the Outstanding Bonds to be redeemed as directed by an Authorized Company Representative or an Authorized Astera Representative, each with the consent of the Guarantor. For the purpose of any such selection the Trustee shall assign a separate number for each minimum Authorized Denomination of each Bond of a denomination of more than such minimum; provided that following any such selection, the portion of such Bond to remain Outstanding shall be in an Authorized Denomination. Notwithstanding the foregoing, if less than all of the Bonds are to be redeemed at any time while the Bonds are Book-Entry Bonds, selection of the Bonds to be redeemed shall be made in accordance with customary practices of DTC or any other applicable Securities Depository, as the case may be.

Section 4.03 **Notice of Redemption.** (a) The Trustee, for and on behalf of the City, shall give notice of the redemption of any Bond to the registered owner of such Bond at the address shown on the Bond Register on the date such notice is mailed or given by first-class mail, postage prepaid or by electronic means to DTC and its successors, not less than thirty (30) nor more than sixty (60) days prior to the redemption date. Each notice of redemption shall state the date of such notice, the Issue Date, the redemption date, the redemption price, the place of redemption (including the name and appropriate address or addresses of the Trustee) and, if less than all of the Bonds are to be redeemed, the distinctive certificate numbers of the Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that the interest on the Bonds designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Bonds the principal amount thereof to be redeemed, interest accrued thereon, if any, to the redemption date and the premium, if any, thereon (such premium to be specified) and shall require that such Bonds be then surrendered at the address or addresses of the Trustee specified in the redemption notice. Failure to mail the notices required

by this paragraph to any Holder of any Bonds designated for redemption, or any defect in any notice so mailed, shall not affect the validity of the proceedings for redemption of any other Bonds.

(b) With respect to any notice of optional redemption of Bonds, unless upon the giving of such notice such Bonds shall be deemed to have been paid within the meaning of Article X hereof, such notice shall state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of funds sufficient to pay the principal of, and premium, if any, and interest on, such Bonds to be redeemed, and that if such funds shall not have been so received said notice shall be of no force and effect, the Bonds shall not be subject to redemption on such date and the Bonds shall not be required to be redeemed on such date. In the event that such notice of redemption contains such a condition and such funds are not so received, are insufficient or are unavailable on the redemption date, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, to the Persons to whom and in the manner in which the notice of redemption was given, that such funds were not so received.

If upon the expiration of sixty (60) days succeeding any redemption date, any Bonds called for redemption shall not have been presented to the Trustee for payment, the Trustee shall no later than ninety (90) days following such redemption date send Notice by Mail to the Holder of each Bond not so presented or by electronic means to DTC or its successors. Failure to mail the notices required by this paragraph to any Holder, or any defect in any notice so mailed, shall not affect the validity of the proceedings for redemption of any Bonds nor impose any liability on the Trustee.

(c) The Trustee shall not give notice of any redemption of Bonds pursuant to Section 4.01 hereof from prepayments of Repayment Installments unless an Authorized Company Representative, at the direction of an Authorized Astera Representative, with the consent of the Guarantor, has so directed in accordance with Section 8.4 of the Agreement.

Section 4.04 **Partial Redemption of Bonds.** Upon surrender of any Bond redeemed in part only, the Trustee shall exchange the Bond redeemed for a new Bond of like tenor and in an Authorized Denomination without charge to the Holder in the principal amount of the portion of the Bond not redeemed. In the event of any partial redemption of a Bond which is registered in the name of the Nominee, DTC may elect to make a notation on the Bond certificate which reflects the date and amount of the reduction in principal amount of said Bond in lieu of surrendering the Bond certificate to the Trustee for exchange. The City and the Trustee shall be fully released and discharged from all liability upon, and to the extent of, payment of the redemption price for any partial redemption and upon the taking of all other actions required hereunder in connection with such redemption.

Section 4.05 **Effect of Redemption.** Notice of redemption having been duly given as aforesaid, and funds for payment of the redemption price being held by the Trustee on the redemption date, the Bonds so called for redemption shall, on the redemption date designated in such notice, become due and payable at the redemption price specified in such notice, interest on the Bonds so called for redemption shall cease to accrue, said Bonds shall cease to be entitled to any lien, benefit or security under this Bond Indenture, and the Holders of said Bonds shall have no rights in respect thereof except to receive payment, but only from the funds provided in connection with such redemption, of the redemption price thereof (including interest, if any,

accrued to the redemption date), without interest accrued on any funds held after the redemption date to pay such redemption price.

All Bonds fully redeemed pursuant to the provisions of this Article IV shall upon surrender thereof be cancelled by the Trustee, who shall deliver a certificate evidencing such cancellation to the Company and Astera and upon request, the City. The Trustee shall retain or destroy such Bonds pursuant to Section 2.10 of this Bond Indenture.

Section 4.06 **Purchase of Bonds in Lieu of Redemption.** Notwithstanding anything to the contrary contained herein, in the event that any Bonds have been called for redemption at any time, the Company and Astera shall have and are each hereby granted the right to purchase such Bonds with funds in lieu of a redemption thereof, at a price equal to the applicable redemption price of the Bonds so called for redemption, on the date such Bonds have been so called for redemption, and the payment of the redemption price of the Bonds so called for redemption shall be deemed in such event to be the payment of the purchase price of such Bonds to be purchased in lieu of such redemption and such Bonds may, at the option of the Company or Astera, each with the consent of the Guarantor, remain Outstanding under this Bond Indenture or be cancelled. To exercise such right to purchase Bonds in lieu of redemption, an Authorized Company Representative or an Authorized Astera Representative, each with the consent of the Guarantor, shall give written notice of its intent to purchase Bonds pursuant to this Section to the Trustee not later than 12:00 noon, New York City time, no later than the Business Day immediately preceding the applicable redemption date.

ARTICLE V

REVENUES

Section 5.01 **Pledge of Revenues.** (a) Subject only to the provisions of this Bond Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Revenues and all amounts, including the proceeds of the sale of the Bonds (but excluding Additional Payments) held in any fund or account established pursuant to this Bond Indenture other than the Rebate Fund are hereby irrevocably pledged, to the punctual payment of the principal of, premium, if any, and interest on the Bonds. Said pledge shall constitute a first and exclusive lien on the Revenues and the amounts in such funds and accounts for the payment of the Bonds. All Revenues and other amounts pledged hereunder shall be held in trust for the benefit of the Holders from time to time of the Bonds, but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes set forth in this Bond Indenture.

(b) The City hereby transfers in trust, grants a security interest in, assigns and sets over to the Trustee, for the benefit of the Holders from time to time of the Bonds, all of the Revenues and the other amounts pledged in subsection (a) of this Section and all right, title and interest and privileges it has in and under the Agreement (except Reserved Rights), including, without limitation, the right to collect and receive directly all of the Revenues and the right to hold and enforce any security therefor; and any Revenues collected or received by the City shall be deemed to be held, and to have been collected or received, by the City as the agent of the Trustee, and shall forthwith be paid by the City to the Trustee. The assignment hereunder is to the Trustee solely in its capacity as Trustee hereunder and subject to the provisions of this Bond Indenture and in taking

or refraining from taking any action under the Agreement pursuant to such assignment, the Trustee shall be entitled to the protections and limitations from liability afforded it as Trustee under this Bond Indenture. The Trustee also shall be entitled to take all steps, actions and proceedings reasonably necessary in its judgment (1) to enforce the terms, covenants and conditions of, and preserve and protect the priority of its interest in and under, the Agreement and any other security agreement with respect to the Bonds, and (2) to assure compliance with all covenants, agreements and conditions on the part of the City contained in this Bond Indenture with respect to the Revenues.

(c) The Company may at its sole discretion from time to time deliver to the Trustee such additional or other security which is permitted by this Bond Indenture to secure the payment of the principal of and interest on the Bonds, and any such additional or other security delivered by the Company shall be pledged to such payment, provided that there is delivered to the City, the Trustee and the Guarantor an Opinion of Bond Counsel to the effect that the delivery of such additional or other security does not, in and of itself, adversely affect the Tax-Exempt status of interest on any of the Bonds.

(d) The Bonds shall not constitute a debt or liability of the State or any political subdivision thereof other than the limited obligation of the City payable solely from Revenues and the other amounts pledged therefor under this Bond Indenture, or a pledge of the faith and credit of the State or any political subdivision thereof, but shall be payable solely from the funds provided therefor in this Bond Indenture. Neither the faith and credit nor the taxing power of the City or State is pledged to the payment of the principal of, or interest on, the Bonds; and no Owner or Beneficial Owner of any Bond shall have any right to demand payment of the principal of, or interest on, the Bonds by the City, the State or any political subdivision thereof, out of any funds to be raised by taxation or appropriation. The issuance of the Bonds shall not directly or indirectly or contingently obligate the State or any political subdivision thereof to levy or to pledge any form of taxation therefor or to make any appropriation for their payment.

Notwithstanding anything contained in this Bond Indenture, the City shall not be required to advance any moneys derived from any source of income of any governmental body or political subdivision of the State or the City other than the Revenues, for any of the purposes in this Bond Indenture mentioned, whether for the payment of the principal of or interest on the Bonds or for any other purpose of this Bond Indenture. The Bonds are not general obligations of the City, and are payable from and secured only by the Revenues and the other assets pledged for such payment under this Bond Indenture.

Section 5.02 **Bond Fund**. Upon the receipt thereof, the Trustee shall deposit all Revenues in the “Bond Fund” (the “Bond Fund”) which the Trustee shall establish and maintain and hold in trust, and which shall be disbursed and applied only as hereinafter authorized. Except as provided in this Section, and in Sections 5.06 and 10.03, moneys in the Bond Fund shall be used solely for the payment of the principal of and premium, if any, and interest on all the Bonds as the same shall become due, *pari passu*, whether at maturity, upon redemption or acceleration.

The Trustee shall deposit in the Bond Fund from time to time, upon receipt thereof, all Repayment Installments received by the Trustee from or for the account of the Company (including funds from Astera pursuant to the Development Agreement or otherwise), subject to

Section 5.05 hereof, any income received from the investment of moneys on deposit in the Bond Fund and any other Revenues; provided, however, that any prepayment of Repayment Installments received under the Agreement from or for the account of the Company shall be deposited in a special account in the Bond Fund established by the Trustee for the purposes of receipt and application of such prepayment, or in such other fund or account held by the Trustee for such purpose in accordance with Article X.

Subject to Section 5.03, in the event amounts on deposit in the Bond Fund on the fifth Business Day preceding any date upon which the principal of, premium, if any, and interest on the Bonds is due, whether at maturity, upon redemption or acceleration, are insufficient to make any such payment, the Trustee shall make demand under the Guaranty in the amount necessary to cure such insufficiency. Any such demand shall be made in writing to the Guarantor, by specifying the amount of such insufficiency and payment instructions for the Trustee sent by electronic means and confirmed by certified or registered first-class mail, or overnight delivery.

In making payments of principal of, premium, if any, and interest on the Bonds, the Trustee shall use any Revenues received by the Trustee.

Except to the extent such moneys are required to be held for the payment of principal of, redemption premium, if any, or interest on the Bonds then due and payable or to effect the defeasance of Bonds pursuant to Article X hereof, so long as no Event of Default exists hereunder, on the fifth day after each Interest Payment Date, the Trustee shall return from any moneys then on deposit in the Bond Fund, first to the Guarantor any moneys the Guarantor has advanced to the Trustee under the Guaranty and second, unless otherwise instructed by an Authorized Astera Representative, to Astera (free and clear of the pledge and lien of this Bond Indenture) or, as to any amounts then payable to Astera, shall deposit such funds in the Rebate Fund if so instructed by Astera.

Section 5.03 **Payments by Developer/Guarantor.** Any payments made by the Developer or the Guarantor to the Trustee hereunder shall be used solely for the payment of principal of, premium, if any, and/or interest on the Outstanding Bonds (whether at maturity or upon redemption or acceleration) in accordance with the terms hereof. The Trustee shall keep a complete and accurate record of all funds paid by the Developer or the Guarantor to the Trustee and the allocation of such funds to payment of the principal of, and premium, if any, and interest on any Bond. The Developer or the Guarantor shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee. Funds paid by the Developer or the Guarantor to the Trustee shall not be invested by the Trustee.

Notwithstanding the foregoing, the Trustee shall not make demand upon the Developer or draw on the Guaranty or demand any payment thereunder for the payment of principal of, premium, if any, and/or interest on any Bonds (whether at maturity or upon redemption or acceleration) that are owned by the Company or by Astera, or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Company or Astera.

Section 5.04 **Trustee Authorized to Take Actions under the Agreement.** The City hereby authorizes and directs the Trustee, and the Trustee hereby agrees, subject to Section 7.02

hereof, to take such actions as the Trustee deems necessary to enforce the Company's obligation under the Agreement to make payments at such times and in such amounts as are necessary in order for the Trustee to make timely payment of principal of and interest on the Bonds to the extent any Bond proceeds and other moneys in the Bond Fund are not available for such payment in accordance with the provisions of Section 5.02 hereof; including, without limitation, the creation of a Gross Receipts Fund as required under 4.6(C) of the Agreement for deposit of all Gross Receipts. Monies in the Gross Receipts Fund shall be disbursed first for payment of the principal of and premium, if any, and interest on all the Bonds as the same shall become due, *pari passu*, whether at maturity, upon redemption or acceleration and second to pay any other costs and expenses due under this Bond Indenture and the Agreement.

Section 5.05 **Investment of Moneys.** Any moneys in any of the funds and accounts to be established by the Trustee pursuant to this Bond Indenture shall be invested upon the written direction of an Authorized Astera Representative (such direction to specify the particular investment to be made), by the Trustee in Investment Securities. In the absence of such written direction, the Trustee is directed to invest available moneys in Investment Securities described in paragraph (g) of the definition thereof. Moneys in any fund or account shall be invested in Investment Securities with respect to which payments of principal thereof and interest thereon are scheduled to be paid or are otherwise payable (including Investment Securities payable at the option of the Holder) not later than the date on which such moneys will be required by the Trustee. For investment purposes only, the Trustee may commingle the funds and accounts established hereunder (other than the Rebate Fund and any fund or account established pursuant to Article X hereof) but shall account for each separately. Notwithstanding the foregoing, funds paid by the Developer or the Guarantor to the Trustee shall not be invested by the Trustee.

Any interest, profit or loss on any investments of moneys in any fund or account under this Bond Indenture shall be credited or charged to the respective funds from which such investments are made. The Trustee may sell or present for redemption any obligations so purchased whenever it shall be necessary in order to provide moneys to meet any payment, and the Trustee shall not be liable or responsible for any loss, fee, tax or other charge resulting from any investment, reinvestment or liquidation hereunder, unless such loss, fee, tax or other charge resulted from the negligence or willful misconduct of the Trustee. Unless otherwise directed by an Authorized Astera Representative, the Trustee may make any investment permitted under this Section 5.05 hereof through or with its own investment departments or those of its affiliates or subsidiaries, as principal or agent, and may charge its ordinary and customary fees for such trades, including cash sweep account fees.

The City (and the Company by its execution of the Agreement) acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City or the Company the right to receive brokerage confirmations of security transactions as they occur, the City and the Company specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish Astera and the Company monthly cash transaction statements which include full and complete details for all investment transactions made by the Trustee hereunder. These statements shall confirm that the investment transactions identified therein accurately reflect the investment directions of the Authorized Astera Representative, unless the Authorized Astera Representative notified the Trustee in writing to the contrary within thirty (30) days of the date of such statement. It is specifically provided herein that the Trustee may

purchase or invest in shares of any investment company that (i) is registered under the Investment Company Act of 1940, as amended (including both corporations and Massachusetts business trusts, and including companies for which the Trustee may provide advisory, administrative, custodial, or other services for compensation), (ii) invests substantially all of its assets in short-term high-quality money-market instruments, limited to obligations issued or guaranteed by the United States, and (iii) maintains a constant asset value per share. The Trustee is specifically authorized to implement its automated cash investments system to assure that cash on hand is invested and to charge reasonable cash management fees, which may be deducted from income earned on investments.

The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder.

Section 5.06 **Repayments to Astera and the Guarantor.** When there are no longer any Bonds Outstanding under this Bond Indenture, and all fees, charges and expenses of the Trustee and the Guarantor have been paid or provided for, payment of the full amount owing the United States Government, as determined under Section 5.6 of the Agreement, Section 6.07 hereof and the Tax Compliance Certificate, all Additional Payments of the City have been paid or provided for, and all other amounts payable hereunder, under the Agreement and the Tax Compliance Certificate have been paid, and this Bond Indenture has been discharged and satisfied in accordance with Article X, the Trustee shall pay to Astera or, to the Guarantor, if the Guarantor has succeeded to Astera under the Building Lease, any amounts remaining in any fund established and held hereunder.

ARTICLE VI

COVENANTS OF THE CITY

Section 6.01 **Punctual Payment.** The City shall punctually pay, but solely out of Revenues and pledged funds as herein provided, the principal, premium, if any, and interest to become due in respect of every Bond issued hereunder at the times and places and in the manner provided herein and in the Bonds, according to the true intent and meaning thereof. All such payments shall be made by the Trustee as provided in Section 5.02. When and as paid in full, all Bonds shall be delivered to the Trustee and shall forthwith be cancelled pursuant to Section 2.10 of this Bond Indenture.

Section 6.02 **Extension of Payment of Bonds.** The City shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any of the claims for interest or by any other arrangement except with the written consent of the Bondholders pursuant to Section IX hereof.

Section 6.03 **Preservation of Revenues.** The City shall not waive any provision of the Agreement or take any action to interfere with or impair the pledge and assignment hereunder of Revenues and the assignment to the Trustee of rights under the Agreement, including without limitation, the assignment of Guaranty payments, or the Trustee's enforcement of any rights thereunder, without the prior written consent of the Trustee. The Trustee may give such written

consent, and may itself take any such action, or consent to any Amendment, only in accordance with the provisions of Article IX hereof.

Section 6.04 **Encumbrance upon Revenues**. The City shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Revenues and other assets pledged or assigned under this Bond Indenture while any of the Bonds are Outstanding, except the pledge and assignment created by this Bond Indenture. In addition, if the City receives written notice from the Trustee or the Company of the creation of any such pledge, lien, charge or other encumbrance, the City, at the Company's sole cost and expense, shall cooperate in any action to resist such creation of any pledge, lien, charge or other encumbrance upon the request of the Trustee or the Company. Subject to this limitation, the City expressly reserves the right to enter into one or more other indentures for any of its corporate purposes, including other programs under the Act, and reserves the right to issue other obligations for such purposes.

Section 6.05 **Power to Issue Bonds and Make Pledge and Assignment**. The City is duly authorized pursuant to the Act to issue the Bonds and to enter into this Bond Indenture and to pledge and assign the Revenues and other assets purported to be pledged and assigned, respectively, under this Bond Indenture in the manner and to the extent provided in this Bond Indenture. The City has taken all necessary action to make the Bonds and this Bond Indenture to be valid and binding limited obligations of the City in accordance with their terms.

Section 6.06 **Tax Exempt Status of the Bonds**. The City hereby acknowledges that in order to ensure that the Tax-Exempt status of the Bonds is not adversely affected, it has secured from the Company the covenant set forth in Section 5.6 of the Agreement.

Section 6.07 **Rebate Fund**.

(a) The Trustee shall establish a separate account for the Bonds designated the "Rebate Fund." Within the Rebate Fund, the Trustee shall maintain such other accounts as it is instructed by an Authorized Company Representative or an Authorized Astera Representative as shall be necessary in order to comply with the terms and requirements of the Tax Compliance Certificate. Absent an Approving Opinion addressed to the Trustee, the City, the Company or Astera and the Guarantor shall cause to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section and the Tax Compliance Certificate. Subject to the transfer provisions provided in Subsections (d) and (g) below, all money at any time deposited in the Rebate Fund shall be held by the Trustee in trust for payment to the United States Treasury, and no other person shall have any rights in or claim to such money. All amounts on deposit in the Rebate Fund for the Bonds shall be governed by this Section and the Tax Compliance Certificate, unless and to the extent that the Company or Astera delivers to the Trustee and the City an Approving Opinion addressed to the Trustee and the City. The Trustee and the City shall be deemed conclusively to have complied with such provisions if they follow the directions of an Authorized Company Representative or an Authorized Astera Representative including supplying all necessary information in the manner provided in the Tax Compliance Certificate, shall not be required to take any actions thereunder, in the absence of written directions by an Authorized Company Representative or an Authorized Astera Representative and shall have no liability or responsibility to enforce compliance by the Company or Astera (or the City, as the case may be) with the terms of the Tax Compliance Certificate. Neither the City nor the Trustee shall have any

responsibility to make any independent calculations or determinations or to review the Company's or Astera's calculations hereunder.

(b) Within 55 days of the end of each fifth Bond Year, the Company or Astera shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Treasury Regulations (taking into account any applicable exceptions with respect to such computation, if applicable, as described in the Tax Compliance Certificate), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148-1(b) of the Treasury Regulations (the "Rebate Amount"). The Company and Astera shall obtain expert advice regarding the calculation of the Rebate Amount.

(c) Upon the written request of an Authorized Company Representative or an Authorized Astera Representative an amount shall be deposited to the Rebate Fund by the Trustee from deposits by the Company or Astera, if and to the extent required, so that the balance in the Rebate Fund shall equal the amount of Rebate Amount so calculated in accordance with Subsection (b).

(d) The Trustee shall pay, as directed by request of an Authorized Company Representative or an Authorized Astera Representative, to the United States Treasury, out of amounts in the Rebate Fund,

(i) not later than 60 days after the end of (x) the fifth Bond Year, and (y) each applicable fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the Rebate Amount (calculated as of the end of such Bond Year); and

(ii) not later than 60 days after the payment of all the Bonds, an amount equal to 100% of the Rebate Amount calculated as of the date of such payment and any income attributable to the Rebate Amount determined to be due and payable, computed in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the Company or Astera shall calculate or cause to be calculated the amount of such deficiency and deposit an amount equal to such deficiency prior to the time such payment is due.

(f) In the event that immediately following the calculation required by Subsection 6.07(b), but prior to any deposit made under Subsection 6.07(c), the amount on deposit in the Rebate Fund exceeds the Rebate Amount calculated in accordance with Subsection 6.07(b), upon written instructions from an Authorized Company Representative or an Authorized Astera Representative, the Trustee shall withdraw the excess from the Rebate Fund and transfer such excess to or upon the direction of the Company or Astera.

(g) Any funds remaining in the Rebate Fund after redemption and payment in full of the Bonds and the payments described in Subsection 6.07(d) being made may be withdrawn by the Trustee and remitted to Astera and utilized in any manner by Astera.

(h) Each payment required to be made pursuant to Subsection 6.07(d) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038 T, which shall be completed by the Company or Astera for execution by the City, or shall be made in such other manner as provided under the Code.

(i) Notwithstanding anything in this Section to the contrary, the obligation to remit the Rebate Amount to the United States and to comply with the requirements of this Section, Section 6.06 hereof and the Tax Compliance Certificate shall survive the defeasance or payment in full of the Bonds.

(j) The Company or Astera shall retain records of all determinations made hereunder until six (6) years after the complete retirement of the Bonds.

Section 6.08 **Enforcement of the Agreement.** Subject to the provisions of this Bond Indenture, the Trustee shall upon receipt of amounts due from the Company pursuant to the Agreement, perform such duties as are expressly provided for hereunder which are imposed upon the City under the Agreement and assigned to it pursuant to this Bond Indenture and shall enforce, and take all steps, actions and proceedings reasonably necessary for the enforcement of the rights of the City under the Agreement as assigned to the Trustee.

Section 6.09 **Further Assurances.** The City will make, execute and deliver any and all such further indentures, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Bond Indenture and for the better assuring and confirming unto the Holders of the Bonds of the rights and benefits provided in this Bond Indenture.

ARTICLE VII

DEFAULT

Section 7.01 **Events of Default; Acceleration; Waiver of Default.** Each of the following events shall constitute an “Event of Default” hereunder:

(a) Failure to make payment of any installment of interest upon any Bond when such payment shall have become due and payable;

(b) Failure to make due and punctual payment of the principal of or premium, if any, on any Bond when such payment shall have become due and payable, whether at the stated maturity thereof, or upon proceedings for redemption thereof or upon the maturity thereof by declaration;

(c) The occurrence of an “Event of Default” under the Agreement, as specified in Section 7.1 thereof; or

(d) Default shall be made in the observance or performance of any covenant, contract, or other provision in the Bonds or this Bond Indenture contained (other than as referred to in (a), (b) or (c) of this Section), and the continuance of such default for a period of thirty (30) days after

written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the City, the Company by the Trustee or the Guarantor, or to the City, the Company, the Guarantor and the Trustee by the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time Outstanding.

No default specified in (d) above shall constitute an Event of Default so long as a course of action adequate to remedy such failure shall have been commenced within such 30 day period and shall thereafter be diligently prosecuted to completion and the failure shall be remedied thereby.

Any payment default described in (a) or (b) above on Bonds owned by the City, by the Company, by Astera, the Guarantor or by any other direct or indirect obligor on the Bonds, or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the City, the Company, Astera, the Guarantor or any other direct or indirect obligor on the Bonds, shall be disregarded.

Upon the occurrence of an Event of Default specified above the Trustee may, and shall, upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding, by notice in writing delivered to the Company and to Astera, with copies of such notice being sent to the City and the Guarantor, declare the principal of all Bonds then Outstanding and the interest accrued thereon due and payable on a date selected by such Holders or by the Trustee, which shall not be sooner than the fifteenth (15th) Business Day following such declaration of acceleration, and such principal and interest shall thereupon become and be due and payable on such date. Interest on the Bonds shall cease to accrue from and after the date of declaration of any such acceleration. Notwithstanding the foregoing, the Trustee shall not be required to take any action upon the occurrence and continuation of an Event of Default under Section 7.01(c) or (d) above until the Trustee has actual knowledge of such Event of Default. After any declaration of acceleration under this Section 7.01 the Trustee shall declare all indebtedness payable under Section 4.2(A) of the Agreement with respect to the Bonds to be due and payable in accordance with Section 7.2(A) of the Agreement and may exercise and enforce such rights as exist under the Agreement.

The preceding paragraph, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable and before either (i) the date established for the payment of the Bonds in the preceding paragraph or (ii) any judgment or decree for the payment of the moneys due shall have been obtained or entered as hereinafter provided, there shall have been deposited with the Trustee a sum which, together with any other amounts then held in the Bond Fund, is sufficient to pay all the principal of such Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, and the reasonable expenses (including reasonable attorneys' fees) of the Trustee, and any and all other defaults actually known to the Trustee (other than in the payment of principal of and interest on such Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefore, then and in every such case, the Holders of at least a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the City, the Guarantor, Astera and the Trustee, may, on behalf of the Holders of all the Bonds, rescind and annul such declaration and its consequences and waive such default.

Section 7.02 **Institution of Legal Proceedings by Trustee.** If one or more of the Events of Default hereunder shall happen and be continuing, the Trustee may, and upon the written request of the Holders of a majority in aggregate principal amount of the Bonds then Outstanding, and upon being indemnified to its satisfaction therefor (including with respect to any expenses or liability the Trustee may incur including fees and costs of its counsel) shall, proceed to protect or enforce its rights or the rights of the Holders under the Act or under this Bond Indenture, by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights or duties hereunder.

Section 7.03 **Application of Moneys Collected by Trustee.** Any moneys collected by the Trustee and moneys in the funds and accounts (other than the Rebate Fund) on or after the occurrence of an Event of Default shall be applied in the following order, at the date or dates fixed by the Trustee and, in the case of distribution of such moneys on account of principal (or premium, if any) or interest, upon presentation of the Bonds, and stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

First: To the payment of fees and expenses of the Trustee (including fees and expenses of its counsel) incurred in and arising from the performance of its powers and duties under this Bond Indenture.

Second: In case the principal of none of the Outstanding Bonds shall have become due and remains unpaid, to the payment of interest in default on the Outstanding Bonds in the order of the maturity thereof, such payments to be made ratably and proportionately to the persons entitled thereto without discrimination or preference; provided, however, that no payment of interest shall be made with respect to any Bonds held by the Company, Astera or actually known by the Trustee to be held by any affiliate of the Company or Astera, or any nominee of the Company or Astera, or any affiliate of the Company or Astera, until interest due on all Bonds not so held shall have been paid.

Third: In case the principal of any of the Outstanding Bonds shall have become due by declaration or otherwise and remains unpaid, first to the payment of principal of all Outstanding Bonds then due and unpaid, then to the payment of interest in default in the order of maturity thereof, and then to the payment of the premium thereon, if any; in every instance such payment to be made ratably to the persons entitled thereto without discrimination or preference; provided, however, that no payment of principal or premium or interest shall be made with respect to any Bonds held by the City, the Company or Astera or known by the Trustee to be held by any affiliate of the Company or Astera or any nominee of the City, the Company or Astera, or any affiliate of the Company or Astera, until all amounts due on all Bonds not so held have been paid.

Fourth: To the payment of fees and costs due and owing to the City and the Trustee, not covered under paragraph “First” of this Section.

Section 7.04 **Effect of Delay or Omission to Pursue Remedy.** No delay or omission of the Trustee or of any Holder of Bonds to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every power and remedy given by this Article VII to the Trustee or to the Holders may be exercised from time to time and as often as shall be deemed expedient. In case the Trustee shall have proceeded to enforce any right under this Bond Indenture, and such proceedings shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case the City, the Trustee and the Holders of the Bonds, severally and respectively, shall be restored to their former positions and rights hereunder; and all remedies, rights and powers of the City, the Trustee and the Holders of the Bonds shall continue as though no such proceedings had been taken.

Section 7.05 **Remedies Cumulative.** No remedy herein conferred upon or reserved to the Trustee or to any Holder of the Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.06 **Covenant to Pay Bonds in Event of Default.** The City covenants that, upon the happening of any Event of Default, the City will pay to the Trustee upon demand, but solely out of Revenues and any other funds pledged therefor under this Bond Indenture (except the Rebate Fund), for the benefit of the Holders of the Outstanding Bonds, the whole amount then due and payable thereon (by declaration or otherwise) for interest or for principal and premium, or both, as the case may be, and all other sums which may be due hereunder or secured hereby, including reasonable compensation to the Trustee, its agents and counsel, and any expenses or liabilities incurred by the Trustee hereunder. In case the City shall fail to pay the same forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled to institute proceedings at law or in equity in any court of competent jurisdiction to recover judgment for the whole amount due and unpaid, together with costs and reasonable attorneys' fees and expenses, subject, however, to the condition that such judgment, if any, shall be limited to, and payable solely out of, Revenues and any other funds pledged therefor under this Bond Indenture, as herein provided and not otherwise. The Trustee shall be entitled to recover such judgment as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of this Bond Indenture, and the right of the Trustee to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this Bond Indenture.

Section 7.07 **Trustee Appointed Agent for Bondholders.** The Trustee is hereby appointed the agent and attorney of the Holders of all Bonds Outstanding hereunder for the purpose of filing any claims relating to the Bonds.

Section 7.08 **Power of Trustee to Control Proceedings.** In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of Holders of the Bonds, it shall have full power, in the exercise of its discretion for the best interests of the Holders of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default hereunder, discontinue, withdraw,

compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Holders of at least a majority in principal amount of the Bonds Outstanding hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

All rights of action under this Bond Indenture or under any of the Bonds secured hereby which are enforceable by the Trustee may be enforced by it without the possession of any of the Bonds, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name as Trustee of an express trust for the equal and ratable benefit of the Bondholders, subject to the provisions of this Bond Indenture.

Section 7.09 **Limitation on Bondholders' Right to Sue.** Except as provided in this Section no Holder of a Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Bond Indenture, unless (i) such Holder shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (ii) the Holders of at least a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (iii) said Holders shall have tendered to the Trustee indemnity satisfactory to it against the costs, expenses (including reasonable attorneys' fees and expenses) and liabilities to be incurred in compliance with such request; and (iv) the Trustee shall have refused or omitted to comply with such request for a period of thirty (30) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Holder of Bonds of any remedy hereunder; it being understood and intended that no one or more Holders shall have any right in any manner whatever by his or her or their action to enforce any right under this Bond Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Bond Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Holders of the Outstanding Bonds, subject to the provisions of this Bond Indenture.

The right of any Holder to receive payment of the principal of (and premium, if any) and interest on a Bond out of Revenues and any other funds pledged therefor under this Bond Indenture, as herein and therein provided, on and after the respective due dates expressed in such Bond, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder, notwithstanding the foregoing provisions of this Section or Section 7.08 hereof or any other provision of this Bond Indenture.

ARTICLE VIII

THE TRUSTEE

Section 8.01 **Duties, Immunities and Liabilities of Trustee.** The Trustee shall, prior to an Event of Default hereunder, and after the curing of all Events of Default hereunder which may

have occurred, perform such duties and only such duties as are specifically set forth in this Bond Indenture and the Agreement. The Trustee shall, during the existence of any Event of Default hereunder (which has not been cured), exercise such of the rights and powers vested in it by this Bond Indenture, and use the same degree of care and skill in their exercise, as prudent persons would exercise or use under the circumstances in the conduct of their own affairs in exercising the rights and remedies or performing any of its duties.

No provision of this Bond Indenture shall be construed to relieve the Trustee from liability for its own negligent action or its own negligent failure to act or its own willful misconduct, except that:

(a) Prior to the occurrence of any Event of Default hereunder and after the curing of all Events of Default which may have occurred, the duties and obligations of the Trustee shall at all times be determined solely by the express provisions of this Bond Indenture; the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Bond Indenture; and

(b) At all times, regardless of whether or not any Event of Default shall exist,

(i) the Trustee shall not be liable for any error of judgment made in good faith by the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(ii) the Trustee shall not be personally liable with respect to any action taken, permitted or omitted by it in good faith in accordance with the direction of the Holders of not less than a majority, or such other percentage as may be required hereunder, in aggregate principal amount of the Bonds Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Bond Indenture; and

(iii) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Trustee conforming to the requirements of this Bond Indenture; but in the case of any such certificate or opinion, the Trustee shall be under a duty to examine the same to determine whether or not it conforms to the requirements of this Bond Indenture.

(c) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents or receivers, and shall be entitled to advice or opinion of counsel concerning all matters of trust and concerning its duties hereunder and the Trustee shall not be responsible for any misconduct or negligence on the part of any attorney or agent appointed with due care by it hereunder.

None of the provisions contained in this Bond Indenture shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers. The permissive right of the Trustee to perform acts enumerated in this Bond Indenture or the Agreement shall not be construed as a duty or obligation hereunder.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Bond Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Company or Astera elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company and Astera shall assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

The Trustee shall not be liable for any action taken or not taken by attorneys and agents appointed by the Trustee with due care.

Section 8.02 **Right of Trustee to Rely upon Documents, Etc.** Except as otherwise provided in Section 8.01 hereof:

(a) The Trustee may conclusively rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, direction, demand, election or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) Any notice, request, direction, election, order or demand of the City mentioned herein shall be deemed to be sufficiently evidenced by an instrument signed in the name of the City by an Authorized City Representative, and any resolution of the City shall be evidenced to the Trustee by a Certified Resolution;

(c) The Trustee may consult with counsel of its selection (who may include its own counsel or counsel for the City or Bond Counsel) and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel;

(d) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering, or omitting any action hereunder, the Trustee shall be entitled to conclusively rely upon a certificate signed on behalf of the City by an Authorized Representative of the City or such other person as may be designated for such purpose by the City as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as

provided in subsection (f) of this Section, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(e) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds;

(f) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made by Article V hereof unless the Trustee shall be specifically notified in writing of such default by the City or by the owners of at least a majority in aggregate principal amount of Bonds then Outstanding and all notices or other instruments required by this Bond Indenture to be delivered to the Trustee, must, in order to be effective, be delivered at the Principal Office of the Trustee, and, in the absence of such notice so delivered, the Trustee may conclusively assume that there is no default except as aforesaid.

(g) Before taking any action under Article VII or Article VIII hereof the Trustee may require indemnity satisfactory to the Trustee be furnished from any expenses and to protect it against any liability it may incur hereunder, subject to Section 8.06 hereof; and

(h) The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

Section 8.03 **Trustee Not Responsible for Recitals.** The Trustee assumes no responsibility for the correctness of the recitals contained herein or in the Bonds except for the Certificate of Authentication thereon. The Trustee makes no representations as to the validity or sufficiency of this Bond Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the City or the Company of any of the Bonds authenticated or delivered hereunder or of the proceeds of such Bonds except to the extent specifically provided in this Bond Indenture.

Section 8.04 **Right of Trustee to Acquire Bonds.** The Trustee, and its officers and directors, may acquire and hold, or become the pledgee of, Bonds and otherwise deal with the City in the manner and to the same extent and with like effect as though it were not Trustee hereunder.

Section 8.05 **Moneys Received by Trustee to Be Held in Trust.** Subject to the provisions of Section 10.03 hereof, all moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law or as otherwise provided herein. Except to the extent provided otherwise herein, any interest allowed on any such moneys shall be deposited in the fund to which such moneys are credited.

Section 8.06 **Compensation and Indemnification of Trustee.** The Trustee shall be entitled to reasonable compensation for all ordinary services rendered by the Trustee in the execution of the trusts created and in the exercise and performance of any of the powers and duties hereunder of the Trustee, which compensation shall not be limited by any provision of law in

regard to the compensation of a trustee of an express trust, and the Agreement will require the Company to pay or reimburse the Trustee, upon its request, for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Bond Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence or willful misconduct. If any property, other than cash, shall at any time be held by the Trustee subject to this Bond Indenture as security for the Bonds, the Trustee, if and to the extent authorized by a receivership, bankruptcy or other court of competent jurisdiction or by the instrument subjecting such property to the provisions of this Bond Indenture as such security for the Bonds, shall be entitled (but not required) to make advances for the purpose of preserving such property or of discharging tax liens or other prior liens or encumbrances thereon. The Agreement will also require the Company to provide certain indemnification to the Trustee. Notwithstanding the foregoing, the Trustee shall make timely payments of principal of and interest on the Bonds with moneys on deposit in the Bond Fund as provided herein, and shall effect the redemption of Bonds and accelerate the payment of principal on the Bonds when required by this Bond Indenture without seeking indemnification from the Company or any Bondholder.

In the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The provisions of this Section 8.06 shall survive the termination of this Bond Indenture and the resignation or removal of the Trustee.

Section 8.07 **Qualifications of Trustee.** There shall at all times be a trustee hereunder which shall be a corporation or banking association organized and doing business under the laws of the United States or of a state thereof, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least fifty million dollars (\$50,000,000), subject to supervision or examination by federal or state authority. If such a corporation or banking association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such corporation or banking association shall be deemed to be their combined capital and surplus as set forth in its most recent reports of conditions so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect specified in Section 8.08 hereof.

Section 8.08 **Resignation and Removal of Trustee and Appointment of Successor Trustee.**

(a) The Trustee may at any time resign by giving written notice to the City, Astera, the Guarantor, the Company and the Bondholders. The Trustee shall also mail a copy of any such notice of resignation to the Rating Agency. Upon receiving such notice of resignation, the City, following consultation with the Company and Astera, shall promptly appoint a successor Trustee by an instrument in writing. If no successor Trustee shall have been so appointed and have

accepted appointment within thirty (30) days after the giving of such notice of resignation by the resigning Trustee, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, or any Bondholder who has been a bona fide Holder for at least six (6) months may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and may prescribe, appoint a successor Trustee.

(b) In case at any time either of the following shall occur:

(i) the Trustee shall cease to be eligible in accordance with the provisions of Section 8.07 hereof and shall fail to resign after written request therefor by the City, the Company, Astera or by any Bondholder who has been a bona fide Holder for at least six (6) months, or

(ii) the Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the City may remove the Trustee, following consultation with the Company and Astera, and appoint a successor Trustee by an instrument in writing, or any Bondholder who has been a bona fide Holder for at least six (6) months may, on behalf of himself and others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee, and the appointment of a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and may prescribe, remove the Trustee, and appoint a successor Trustee. Upon any removal of the Trustee, any outstanding fees and expenses of such former Trustee shall be paid in accordance with Section 8.06 hereof.

(c) The City may, following consultation with the Company and Astera, unless an Event of Default has occurred and is continuing under the Agreement in which case such consultation shall not be required, and shall, at the direction of the owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, remove the Trustee, appoint a successor Trustee, by an instrument or concurrent instruments in writing signed by the City.

(d) Any resignation or removal of the Trustee, and appointment of a successor Trustee, pursuant to any of the provisions of this Section shall become effective only upon acceptance of appointment by the successor Trustee as provided in Section 8.09 hereof.

Section 8.09 **Acceptance of Trust by Successor Trustee.** Any successor Trustee appointed as provided in Section 8.08 hereof shall execute, acknowledge and deliver to the City, the Company, Astera and its predecessor Trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts hereunder, with like effect as if originally named as Trustee herein; but, nevertheless, on the Written Request of the City or the request of the successor Trustee, the Trustee ceasing to act, upon the payment of the fees and expenses owed to the retiring Trustee, shall execute and deliver an instrument transferring to such successor Trustee, upon the trusts herein expressed, all the

rights, powers and trusts of the trustee so ceasing to act. Upon request of any such successor Trustee, the City shall execute any and all instruments in writing necessary or desirable for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and duties.

No successor Trustee shall accept appointment as provided in this Section 8.09 unless at the time of such acceptance such successor Trustee shall be eligible under the provisions of Section 8.07 hereof.

Upon acceptance of appointment by a successor Trustee as provided in this Section, the successor Trustee shall give the Bondholders, the Company, Astera, the Guarantor and the Rating Agency notice of the succession of such trustee to the trusts hereunder in the manner prescribed in Section 8.08 hereof for the giving of notice of resignation of the Trustee.

Section 8.10 **Merger or Consolidation of Trustee.** Any corporation or banking association into which the Trustee may be merged or with which it may be consolidated, or any corporation or banking association resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation or banking association succeeding to all or substantially all of the corporate trust business of the Trustee or any corporation or banking association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor of the Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor Trustee shall be eligible under the provisions of Section 8.07 hereof.

Section 8.11 **Accounting Records and Reports; Financing Statements.** The Trustee shall keep proper books of record and account in accordance with corporate trust accounting standards in which complete and correct entries shall be made of all transactions relating to the receipt, investment, disbursement, allocation and application of the Revenues, and the proceeds of the Bonds received by the Trustee. Such records relating to investment shall specify the account or fund to which each investment (or portion thereof) held by the Trustee is to be allocated and shall set forth, in the case of each Investment Security, (a) its purchase price, (b) its value at maturity or its sale price, as the case may be, (c) the amounts and dates of any payments made with respect thereto and (d) such documentation and evidence including but not limited to purchase date or allocation date, accrued interest due on its purchase date or allocation date, its face amount, its coupon or interest rate, its yield, its disposition price, accrued interest due on its disposition date and its disposition date. Such records shall be open to inspection by the City, the Company, Astera, the Guarantor and any Bondholder at any reasonable time during regular business hours on reasonable notice. The Trustee shall furnish to the Company and Astera, and upon request of the City to the City, monthly statements of all investments made by the Trustee and all funds and accounts held by the Trustee.

The Trustee shall not be responsible for the preparation or filing of any UCC financing statements; provided, however, the Trustee shall be responsible for filing, as necessary, the appropriate continuation statements.

The Trustee will maintain all of its records relating to the use of proceeds of the Bonds and investments thereof (including but not limited to any rebate calculation and payments), the Bonds

and this Bond Indenture for a period of four years after the later of (i) payment in full of the Bonds or (ii) payment in full of any bonds issued to refund the Bonds.

Section 8.12 **Tax Compliance Certificate.** The Trustee covenants and agrees that it will comply with all written instructions of an Authorized Company Representative or an Authorized Astera Representative given in accordance with the Tax Compliance Certificate and will take any and all action as may be necessary in accordance with such written instructions. With respect to the Tax Compliance Certificate, the Trustee is not required to act without direction from the City. The Trustee acknowledges receipt of the Tax Compliance Certificate and acknowledges that the provisions of the Tax Compliance Certificate are incorporated herein by reference as provided in Section 6.06 hereof. The Trustee shall not be accountable for the use by the Company or Astera of the proceeds of the Bonds.

Section 8.13 **Appointment of Co-Trustee.** In the event the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional institution as a separate trustee or co-trustee. In the absence of an Event of Default under this Bond Indenture, the appointment of any such separate trustee or co-trustee shall be subject to the approval of the City, the Company and Astera. The following provisions of this Section are adapted to these ends.

In the event that the Trustee appoints an additional institution as a separate trustee or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, interest or lien expressed or intended by this Bond Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate trustee or co-trustee but only to the extent necessary to enable such separate trustee or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate trustee or co-trustee shall run to and be enforceable by either of them. Such co-trustee may be removed by the Trustee at any time, with or without cause.

Should any instrument in writing from the City be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. In case any separate trustee or co-trustee, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such separate trustee or co-trustee.

ARTICLE IX

MODIFICATION OF BOND INDENTURE; AMENDMENT OF AGREEMENT

Section 9.01 **Modification without Consent of Bondholders.** The City and the Trustee, with the consent of the Company, the Guarantor and Astera so long as no Event of Default has occurred and is continuing under this Bond Indenture or under the Agreement, but without the

consent of or notice to any Bondholder from time to time and at any time, may enter into a Supplemental Bond Indenture or Supplemental Bond Indentures amending or supplementing this Bond Indenture as theretofore in effect, which Supplemental Bond Indenture or Supplemental Bond Indentures thereafter shall form a part hereof; and the Trustee, without the consent of or notice to any Bondholders, from time to time and at any time may consent to any Amendment to the Agreement; in each case for any one or more of the following purposes:

(a) to add to the covenants and agreements of the City contained in this Bond Indenture, or of the Company contained in the Agreement, other covenants and agreements thereafter to be observed, or to assign or pledge additional security for any of the Bonds, or to surrender any right or power herein or therein reserved to or conferred upon the City or the Company; provided, that no such covenant, agreement, assignment, pledge or surrender shall materially adversely affect the interests of the Holders of the Bonds;

(b) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing, correcting or supplementing any defective provision contained in this Bond Indenture or the Agreement, or in regard to matters or questions arising under this Bond Indenture or the Agreement, as the City may deem necessary or desirable and not inconsistent with this Bond Indenture and which shall not materially adversely affect the interests of the Holders of the Bonds;

(c) to modify, amend or supplement this Bond Indenture or any Supplemental Bond Indenture in such manner as to permit the qualification hereof or thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect, and, if they so determine, to add to this Bond Indenture or any Supplemental Bond Indenture such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute, and which shall not materially adversely affect the interests of the Holders of the Bonds;

(d) to provide for any additional procedures, covenants or agreements necessary to maintain the Tax-Exempt status of interest on the Bonds;

(e) to modify or eliminate the book-entry registration system for the Bonds;

(f) to provide for the appointment of a co-trustee or the succession of a new Trustee;

(g) to change Exhibit A to the Agreement in accordance with the provisions thereof and of the Tax Compliance Certificate;

(h) to comply with requirements of the Rating Agency in order to obtain or maintain a rating on any Bonds;

(i) in connection with any other change which will not adversely affect the security for the Bonds or the Tax-Exempt status of interest thereon or otherwise materially adversely affect the interests of the Holders of the Bonds (such determination may be based upon an Opinion of Counsel); or

(j) to implement any and all amendments to permit Astera to assume all obligations of the Company under the Agreement and with respect to the Bonds, and the release of the Company

from all of its obligations under the Agreement and with respect to the Bonds, all in accordance with Section 10.5 (B), (C) and (D) of the Agreement.

Before the City or the Trustee enters into a Supplemental Bond Indenture and before the Trustee consents to any Amendment to the Agreement pursuant to the provisions of this Section, the City, or the Trustee, as the case may be, shall cause notice of the proposed execution of the Supplemental Bond Indenture or Amendment to be given by mail to the Company, Astera, the Guarantor and the Rating Agency. A copy of the proposed Supplemental Bond Indenture or Amendment shall accompany such notice. Not less than one week after the date of the first mailing of such notice, the City and/or the Trustee may execute and deliver such Supplemental Bond Indenture or Amendment, but only after there shall have been delivered to the Trustee an Opinion of Bond Counsel addressed to the Trustee, the City, Astera and the Guarantor stating that such Supplemental Bond Indenture or Amendment is: (i) authorized or permitted by this Bond Indenture, the Act and other applicable law; (ii) complies with their respective terms; (iii) will upon the execution and delivery thereof be valid and binding upon the City in accordance with its terms; and (iv) will not adversely affect the Tax-Exempt status of interest on the Bonds.

Notwithstanding the foregoing provisions of this Section, the Trustee shall not be obligated to enter into any such Supplemental Bond Indenture which affects the Trustee's own rights, duties or immunities under this Bond Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such Supplemental Bond Indenture, and the Trustee shall not enter into any Supplemental Bond Indenture or consent to any Amendment without first obtaining the written consent of the Company and the Guarantor.

Notwithstanding any other provision of this Bond Indenture to the contrary, the City may from time to time and at any time enter into any Amendment to the Agreement that relates to Reserved Rights without the consent of or notice to any Bondholders or the Trustee.

Section 9.02 **Modification with Consent of Bondholders.** With the consent of the Holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding (the consent of the Holders shall not be necessary under certain circumstances provided below), evidenced as provided in Section 11.08 hereof, and with the consent of the Guarantor, Astera and the Company (i) the City and the Trustee may from time to time and at any time enter into a Supplemental Bond Indenture or Supplemental Bond Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Bond Indenture or of any Supplemental Bond Indenture; or (ii) the Trustee may consent to any Amendment to the Agreement; provided, however, that no such Supplemental Bond Indenture or Amendment will have the effect of extending the time for payment or reducing any amount due and payable by the Company pursuant to the Agreement with respect to the Bonds without the consent of the Holders of all of the Bonds then Outstanding; and that no such Supplemental Bond Indenture shall (1) extend the fixed maturity of any Bond or reduce the rate of interest thereon or extend the time of payment of interest, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Holder of each Bond so affected, or (2) reduce the aforesaid percentage of Holders whose consent is required for the execution of such Supplemental Bond Indenture or Amendment, or permit the creation of any lien on the Revenues and the other funds pledged to the payment of the Bonds hereunder, prior to or on a parity with the lien of this Bond Indenture, except as permitted herein, or permit the creation

of any preference of any Bondholder over any other Bondholder, except as permitted herein, or deprive the Holders of the Bonds of the lien created by this Bond Indenture upon the Revenues and the other funds pledged to the payment of the Bonds hereunder, without the consent of the Holders of all the Bonds then Outstanding. Nothing in this paragraph shall be construed as making necessary the approval of any Bondholder of any Supplemental Bond Indenture or Amendment permitted by the provisions of Section 9.01 hereof.

Upon receipt by the Trustee of: (1) a Certified Resolution approving the execution of any such Supplemental Bond Indenture or Amendment; (2) an Opinion of Bond Counsel addressed to the Trustee and the City stating that such Supplemental Bond Indenture or Amendment: (i) is authorized or permitted by this Bond Indenture and the Act; (ii) complies with their respective terms; (iii) will, upon the execution and delivery thereof, be a valid and binding agreement of the City in accordance with its terms; and (iv) will not adversely affect the Tax-Exempt status of interest on the Bonds; and (3) evidence of the consent of the Bondholders and the Guarantor, as aforesaid, the Trustee shall join with the City in the execution of such Supplemental Bond Indenture or shall consent to such Amendment; provided, however, that (i) the Trustee shall not be obligated to enter into any such Supplemental Bond Indenture which adversely affects the Trustee's own rights, duties or immunities under this Bond Indenture or otherwise, in which case the Trustee may in its sole discretion, but shall not be obligated to, enter into such Supplemental Bond Indenture; and (ii) the Trustee shall not enter into such Supplemental Bond Indenture or Amendment without first obtaining the written consent of the Company, Astera and the Guarantor thereto.

It shall not be necessary for the consent of the Bondholders under this Section to approve the particular form of any proposed Supplemental Bond Indenture or Amendment, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the execution by the parties thereto of any Supplemental Bond Indenture or Amendment as provided in this Section, the Trustee shall mail a notice setting forth in general terms the substance of such Supplemental Bond Indenture or such Amendment to each Bondholder at the address contained in the Bond Register and to the Rating Agency. Any failure of the Trustee to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Bond Indenture or such Amendment.

The Trustee shall establish a special record date for soliciting consents from Bondholders.

Section 9.03 Effect of Supplemental Bond Indenture or Amendment to the Agreement. Upon the execution of any Supplemental Bond Indenture or any Amendment to the Agreement pursuant to the provisions of this Article IX, this Bond Indenture or the Agreement, as the case may be, shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Bond Indenture and the Agreement of the City, the Trustee, the Company and all Holders of Outstanding Bonds shall thereafter be determined, exercised and enforced hereunder and under the Agreement subject in all respects to such Supplemental Bond Indenture and Amendment, and all the terms and conditions of any such Supplemental Bond Indenture or Amendment shall be part of the terms and conditions of this Bond Indenture or the Agreement, as the case may be, for any and all purposes.

Section 9.04 **Required and Permitted Opinions of Counsel.** Subject to the provisions of Section 8.01 hereof, the Trustee, the City, Astera, the Company and the Guarantor are entitled to receive an Opinion of Counsel and rely on such Opinion of Counsel as conclusive evidence that any Supplemental Bond Indenture or Amendment executed pursuant to the provisions of this Article IX complies with the requirements of this Article IX, that the appropriate consents have been obtained and that such Supplemental Bond Indenture or Amendment has been duly authorized by the City.

Section 9.05 **Notation of Modification on Bonds; Preparation of New Bonds.** Bonds authenticated and delivered after the execution of any Supplemental Bond Indenture pursuant to the provisions of this Article IX may bear a notation as to any matter provided for in such Supplemental Bond Indenture, and if such Supplemental Bond Indenture shall so provide, new Bonds, so modified as to conform, in the opinion of the Trustee and the City, to any modification of this Bond Indenture contained in any such Supplemental Bond Indenture, may be prepared by the City, authenticated by the Trustee and delivered without cost to the Holders of the Bonds then Outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

Section 9.06 **Notice to Rating Agency.** The Trustee shall give to the Rating Agency maintaining a rating on the Bonds notice of any Supplemental Bond Indenture or other amendment made to this Bond Indenture, notice of any Amendment made to the Agreement, notice of any redemption, acceleration, purchase or defeasance of all of the Bonds, notice of any successor Trustee hereunder or any other information that the Rating Agency may reasonably request to maintain the rating on the Bonds. Notwithstanding the foregoing, it is expressly understood and agreed that failure to provide any such notice to the Rating Agency or any defect therein will not (i) constitute an Event of Default hereunder; (ii) affect the validity of any action with respect to which notice is to be given or the effectiveness of any such action; or (iii) result in any liability to the Trustee.

Section 9.07 **Right of Guarantor and Astera to Consent to Changes.** Any amendment, supplement, modification to, or waiver of, this Bond Indenture shall be subject to the prior written consent of the Guarantor and Astera.

ARTICLE X

DEFEASANCE

Section 10.01 **Discharge of Bond Indenture.** If the entire indebtedness on all Bonds shall be paid and discharged in any one or more of the following ways:

- (a) by the payment of the principal of, and premium, if any, and interest on all Bonds, as and when the same become due and payable; or
- (b) by the delivery to the Trustee, for cancellation by it, of all Outstanding Bonds; or
- (c) by providing for the payment or redemption thereof as provided in Section 10.02 hereof; and if all other sums payable hereunder by the City shall be paid and discharged, then thereupon this Bond Indenture shall cease, terminate and become null and void, all liability of the

City and the Company in respect of the Bonds shall cease, terminate and be completely discharged, except: (i) that the City shall remain liable for such payment but only from, and the Bondholders shall thereafter be entitled only to payment (without interest accrued thereon after such redemption date or maturity date) out of, the money and Government Obligations deposited with the Trustee as aforesaid for their payment, subject, however, to the provisions of Sections 6.06 and 10.03 hereof and (ii) that in the case of Bonds (or portions thereof) for which provision for the payment or redemption thereof has been made in accordance with this Section and Section 10.02 hereof, the provisions of this Bond Indenture relating to the transfer and exchange of such Bonds (or portions thereof) and, if so reserved by the City, the right to call the Bonds for optional redemption prior to maturity shall continue to apply to such Bonds (or portions thereof). Thereupon the Trustee shall, upon Written Request of the City, and upon receipt by the Trustee of an Opinion of Bond Counsel addressed to the City, the Company, Astera, the Guarantor and the Trustee, stating that in the opinion of the signer all conditions precedent to the satisfaction and discharge of this Bond Indenture have been complied with, forthwith execute proper instruments acknowledging satisfaction of and discharging this Bond Indenture. The Trustee shall mail written notice of such payment and discharge to the applicable Rating Agency. The satisfaction and discharge of this Bond Indenture shall be without prejudice to the rights of the Trustee and the City to charge and be reimbursed by the Company for any reasonable and necessary expenditures which it may thereafter incur in connection herewith.

Section 10.02 **Discharge of Liability of Particular Bonds.** Any Bond, or any portion thereof such that the portion that is not considered paid in accordance with this Section shall be in an Authorized Denomination, shall be deemed to be paid within the meaning of, and with the effect set forth in, Section 10.01 hereof when, whether upon or prior to the maturity or redemption date, as applicable, (a) payment of the principal of and premium, if any, on such Bond or such portion thereof, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption), either (i) shall have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably setting aside exclusively for such payment (1) funds sufficient to make such payment or (2) nonprepayable, noncallable Government Obligations maturing as to principal and interest in such amounts and at such times as will insure, without reinvestment, the availability of sufficient moneys, together with any other funds needed by the Trustee for such purposes, to make such payment; (b) if such Bond (or portion thereof) is to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Article IV provided or provision satisfactory to the Trustee shall have been made for giving such notice; (c) all necessary and proper fees, compensation and expenses of the Trustee pertaining to any such deposit shall have been paid or the payment thereof provided for to the satisfaction of the Trustee; (d) the Trustee shall have been irrevocably instructed (by the terms of this Bond Indenture or a Written Request of the City) to apply such funds and Government Obligations to the payment of the principal of, premium, if any, and interest on the Bond (or portion thereof) to be discharged; (e) the City, the Guarantor, Astera, the Company and the Trustee shall have received an Approving Opinion with respect to such deposit of funds and/or Government Obligations; (f) the City, the Company, Astera, the Guarantor and the Trustee shall have received an Accountant's Certificate verifying that the funds and Government Obligations so deposited, together with the interest earnings thereon (without reinvestment) will be sufficient to pay when due the principal of, premium, if any, and interest on the Bond (or portion thereof) to be discharged to and including the earlier of its maturity or redemption date; and (g) the City, the Company, Astera, the Trustee and the Guarantor shall have

received an Opinion of Bond Counsel that such defeasance will not have any adverse impact on the Outstanding Bonds, including, without limitation, the Tax-Exempt status of interest on the Bonds. None of the City, Astera, the Company, the Trustee or the Guarantor shall be responsible for verifying the sufficiency of funds or Government Obligations provided to effect the defeasance of Bonds pursuant to this Article X.

The City, the Company, Astera or the Guarantor may at any time surrender to the Trustee for cancellation by it any Bonds previously authenticated and delivered which the City, the Company, Astera or the Guarantor lawfully may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

Section 10.03 **Payment of Bonds after Discharge**. Notwithstanding any provisions of this Bond Indenture to the contrary, and subject to applicable laws of the State, any moneys deposited with the Trustee, in trust for the payment of the principal of, or interest or premium on, any Bond remaining unclaimed for three (3) years after such payment has become due and payable (whether on an Interest Payment Date, at maturity, upon call for redemption or by declaration as provided in this Bond Indenture), then such moneys shall be repaid to the Company, and the Holder of such Bond shall thereafter be entitled to look only to the Company for payment thereof, and all liability of the City and the Trustee with respect to such moneys shall thereupon cease. In the event of the repayment of any such moneys to the Company as aforesaid, the Holder of the Bond in respect of which such moneys were deposited shall thereafter be deemed to be an unsecured creditor of the Company for amounts equivalent to the respective amounts deposited for the payment of the amount so payable with respect to such Bond and so repaid to the Company (without interest thereon).

Section 10.04 **Guarantor Opinion**. In addition to the requirements contained in this Article X, there shall be delivered to the Guarantor an Opinion of Bond Counsel to the effect that the Bonds are no longer Outstanding hereunder, acceptable in form and substance to the Guarantor, and addressed to the Guarantor.

Section 10.05 **Notice of Defeasance**. Any notice of defeasance shall include a statement of the impact of the defeasance on any Bond redemption rights of the Company.

ARTICLE XI

MISCELLANEOUS

Section 11.01 **Successors of City**. All the covenants, stipulations, promises and agreements in this Bond Indenture contained, by or on behalf of the City, shall bind and inure to the benefit of its successors and assigns, whether so expressed or not. If any of the powers or duties of the City shall hereafter be transferred by any law of the State, and if such transfer shall relate to any matter or thing permitted or required to be done under this Bond Indenture by the City, then the body or official of the State who shall succeed to such powers or duties shall act and be obligated in the place and stead of the City as provided in this Bond Indenture.

Section 11.02 **Limitation of Rights**. Nothing in this Bond Indenture or in the Bonds expressed or implied is intended or shall be construed to give to any Person other than the City,

the Trustee, the Company, Astera, the Guarantor and the Holders of the Bonds any legal or equitable right, remedy or claim under or in respect of this Bond Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the City, the Trustee, the Company, Astera, the Guarantor and the Holders of the Bonds.

Section 11.03 **Rights of Guarantor.** The rights granted to the Guarantor under this Bond Indenture to request, consent to or direct any action are rights granted to the Guarantor in consideration of its providing the Guaranty. Any exercise by the Guarantor of such rights is merely an exercise of the Guarantor's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Holders or any other person.

Section 11.04 **Waiver of Notice.** Whenever in this Bond Indenture the giving of Notice by Mail or otherwise is required, the giving of such notice may be waived in writing by the Person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 11.05 **Severability of Invalid Provisions.** In case any one or more of the provisions contained in this Bond Indenture or in the Bonds or the application thereof to any Person or circumstance, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Bond Indenture, or the application thereof to any Person or circumstance, but this Bond Indenture shall be construed as if such invalid or illegal or unenforceable provision, or such application had never been contained herein.

Section 11.06 **Notices.** It shall be sufficient service of any notice, request, complaint, demand or other paper on the City, the Trustee, the Company, Astera, the Guarantor or the Rating Agency if the same shall have been actually received when mailed by first-class mail or overnight mail, postage prepaid, addressed as follows:

To the Trustee:	UMB Bank n.a. [1670 Broadway Denver, Colorado 80202 Attention: Corporate Trust and Escrow Services]
To the City:	City of Wadena 222 2 nd Street SE Wadena, MN 56482 Attention: City Administrator
To the Company:	Wadena Cancer Center LLC c/o Higher Education Servicing Corporation 4381 W. Green Oaks Blvd., Suite 200 Arlington, Texas 76016 Attention: Executive Director

To Astera:	Astera Health 421 11 th Street NW Wadena, MN Attention: [_____]
To Guarantor	CentraCare Health System 1900 CentraCare Circle St. Cloud, MN 56303 Attention: Chief Financial Officer
To the Rating Agency:	[]

The City, the Trustee, the Company, Astera, the Guarantor and the Rating Agency may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. A duplicate copy of each notice, certificate or other communication given hereunder by the City or the Trustee to the other shall also be given to the Company, the Guarantor and to Astera. Unless otherwise requested by the City, the Trustee, the Company, Astera, the Guarantor and the Rating Agency, any notice required to be given hereunder in writing may be given by any form of Electronic Notice capable of making a written record. Each such party shall file with the Trustee information appropriate to receiving such form of Electronic Notice.

Section 11.07 **Notices to Guarantor.** In addition to the information, notices and reports required to be provided to the Guarantor elsewhere herein, the Trustee shall provide the Guarantor with the following information:

- (a) Notice of any default or Event of Default hereunder known to the Trustee within five Business Days after knowledge thereof; and
- (b) A copy of any amendment, supplement, or waiver of this Bond Indenture.

The Guarantor shall also have the right to receive such additional information from the Trustee as it may reasonably request.

Section 11.08 **Evidence of Action by Bondholders.**

- (a) Any request, consent or other instrument required by this Bond Indenture to be executed by Bondholders may be in any number of concurrent writings of substantially similar tenor and may be executed by such Bondholders in person or by agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, shall be sufficient for any purpose of this Bond Indenture and shall be conclusive in favor of the Trustee and the City if made in the manner provided in this Section.
- (b) The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the

certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument or writing acknowledged to him or her the execution thereof. The fact and the date of execution of any request, consent or other instrument may also be proved in any other manner which the Trustee may deem sufficient. The Trustee may nevertheless, in its discretion, require further proof in cases where it may deem further proof desirable.

(c) The ownership of Bonds shall be proved by the Bond Register.

(d) Any request, consent or vote of the Holder shall bind every future Holder of the same Bond and the Holder issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the City in pursuance of such request, consent or vote.

(e) Except as otherwise provided herein, in determining whether the Holders of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Bond Indenture, Bonds which are owned by the City, by the Company, by Astera, the Guarantor or by any other direct or indirect obligor on the Bonds, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the City, the Company, Astera, the Guarantor or any other direct or indirect obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided that, for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Trustee knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this subsection (e) if the pledgee shall certify to the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the City, the Company or any other direct or indirect obligor on the Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Upon request of the Trustee, the City, Astera and the Company shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

(f) In lieu of obtaining any demand, request, direction, consent or waiver in writing, the Trustee may call and hold a meeting of the Bondholders upon such notice and in accordance with such rules and regulations, including the right of the Bondholders to be represented and vote by proxy and the establishment of record dates for such notices, as the Trustee considers fair and reasonable for the purpose of obtaining any such action.

Section 11.09 **Waiver of Personal Liability.** No member, officer, official, agent or employee of the City, and no officer, official, agent or employee of the State or any department, board or agency of the State, past, present or future, shall be individually or personally liable for the payment of the principal of or premium or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds; but nothing herein contained shall relieve any such member, officer, official, agent or employee from the performance of any official duty provided by law or by this Bond Indenture.

Section 11.10 **Governing Law; Venue.** This Bond Indenture shall be construed in accordance with and governed by the Constitution and laws of the State applicable to contracts made and performed in the State.

Section 11.11 **Execution in Several Counterparts.** This Bond Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the City and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 11.12 **Continuing Disclosure.** Pursuant to Section 5.7 of the Agreement, Astera shall, in accordance with the Continuing Disclosure Undertaking, undertake and shall cause the Guarantor to undertake, the continuing disclosure requirements for the Bonds as promulgated under Rule 15c2-12, as it may from time to time hereafter be amended or supplemented, and the City shall have no liability to the Holders of the Bonds or any other Person with respect to such disclosure matters. Additionally, any obligations of the Guarantor with respect to continuing disclosure shall be fulfilled by Astera through combined filings on behalf of Astera, and the Guarantor. Notwithstanding any other provision of this Bond Indenture, failure of Astera to comply with the requirements of Rule 15c2-12 applicable to the Bonds, as it may from time to time hereafter be amended or supplemented, shall not be considered an Event of Default hereunder or under the Agreement; however, the Trustee shall, at the written request of the Holders of at least 25% aggregate principal amount of Outstanding Bonds and upon receipt of indemnity satisfactory to the Trustee, or any Bondholder or beneficial owner (within the meaning of Rule 15c2-12) of any Bonds may, take such actions as may be necessary or appropriate, including seeking mandate or specific performance by court order, to cause Astera to comply with its obligations under the Continuing Disclosure Undertaking.

Section 11.13 **Liability of City Limited to Revenues.** Notwithstanding anything in this Bond Indenture or in the Bonds to the contrary, the City shall not advance any moneys derived from any source other than the Revenues and other assets pledged under this Bond Indenture for any of the purposes in this Bond Indenture mentioned, whether for the payment of the principal or redemption price of or interest on the Bonds or for any other purpose of this Bond Indenture.

Section 11.14 **Consideration of Effect of Guaranty upon Amendments, Consents and Waivers and other Action.** In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Bond Indenture would adversely affect the security for the Bonds or the rights of the Bondholders, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Guaranty.

Section 11.15 **Acknowledgement of Rights of Guarantor.** The Trustee acknowledges and consents to the terms and conditions of the Guaranty, including but not limited to the termination provisions thereof, and the Guarantor's rights under the Building Lease and the Ground Lease.

Section 11.16 **Guarantor as Third Party Beneficiary.** To the extent that this Bond Indenture confers upon or gives or grants to the Guarantor any right, remedy or claim under or by reason of this Indenture, the Guarantor is hereby explicitly recognized as being a third-party

beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 11.17 **Rights of Guarantor Are Not in Effect under Certain Conditions.** Notwithstanding any other provision hereof, any rights granted to or conferred upon the Guarantor hereunder shall not be in effect during any period in which the Guarantor is in default in its payment obligations under the Guaranty or the Guaranty is no longer in effect by its terms.

Section 11.18 **Electronic Execution and Storage.** The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 11.19 **Complete Agreement.** This Bond Indenture represents the complete agreement between the parties with respect to the Bonds and matters addressed herein.

IN WITNESS WHEREOF, the City has caused this Bond Indenture to be signed in its name by the Mayor and City Administrator of the City, and the Trustee has caused this Bond Indenture to be signed in its name by its duly authorized signatory, all as of the day and year first above written.

CITY OF WADENA

By: _____
Mayor

By: _____
City Administrator

UMB BANK, n.a.,
as Trustee

By: _____

[Signature Page to the Bond Indenture]

EXHIBIT A

FORM OF BOND

THE CITY OF WADENA (THE “CITY”) SHALL NOT BE OBLIGATED TO PAY THE PRINCIPAL OF OR THE PREMIUM, IF ANY, OR THE INTEREST ON THE BONDS EXCEPT FROM REVENUES (AS DEFINED BELOW) AND OTHER FUNDS PROVIDED IN THE BOND INDENTURE. NONE OF THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON, THE BONDS CONSTITUTES A DEBT, LIABILITY OR OBLIGATION OF THE STATE OF MINNESOTA OR ANY POLITICAL SUBDIVISION THEREOF OTHER THAN THE SPECIAL, LIMITED OBLIGATION OF THE CITY. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OF MINNESOTA OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

1

R-
\$ _____

CITY OF WADENA
REVENUE BOND
(WADENA CANCER CENTER PROJECT)
SERIES 2024

<u>ISSUE DATE</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
[____], 2024	[____]%	December 1, [____]	[_____]

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \$[_____]

THE CITY OF WADENA, a municipality organized and existing under the Constitution and laws of the State of Minnesota (the “City”), for value received, hereby promises to pay (but only out of the Revenues and the other amounts pledged therefor under the Bond Indenture (as hereinafter defined)) to the registered owner (the “Holder”) identified above or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above and to pay (but only out of the Revenues and the other funds pledged therefor under the Bond Indenture) interest on the balance of said Principal Amount from time to time remaining unpaid until payment of said Principal Amount has been made or duly provided for on the due date thereof, at the Interest Rate set forth above and on the dates determined as described herein and in the Bond Indenture, except as the provisions hereinafter set forth with respect to redemption or acceleration prior to maturity may become applicable hereto. The principal of and premium, if any, on this Bond are payable upon surrender hereof at the corporate trust office of [UMB Bank, n.a., or its successors and assigns (the “Trustee”), in _____] or such other place as designated by the Trustee. Interest payments on this Bond shall be made by the Trustee to the person appearing on the Bond Register as the registered owner hereof as of the close of business on the Record Date (as defined in the Bond Indenture), such interest to be paid by the Trustee to such registered Holder (i) in the event

this Bond is a Book-Entry Bond, in immediately available funds on the Interest Payment Date (as hereinafter defined) in accordance with the Representation Letter, and (ii) in the event this Bond is not a Book-Entry Bond, (A) in immediately available funds (by wire transfer or by deposit to the account of the Holder of this Bond if such Holder owns all of the Outstanding Bonds or not less than \$1,000,000 in principal amount of Outstanding Bonds), according to the instructions given by such Holder to the Trustee or (B) in all other cases, by check mailed on the applicable Interest Payment Date by first-class mail to the Holder at such Holder's address as it appears as of the Record Date on the Bond Register; except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Holder in whose name this Bond is registered as of a special record date to be fixed by the Trustee.

This Bond is one of a duly authorized issue of bonds of the City designated as "City of Wadena Revenue Bonds (Wadena Cancer Center Project) Series 2024" (the "Bonds"), issued for the purpose of loaning the proceeds thereof to Wadena Cancer Center LLC, a limited liability company organized under the laws of the State of Minnesota (the "Company"). The Bonds have been issued pursuant to Minnesota Statutes, Section 469.152 et seq., as amended and as it may from time to time hereafter be amended or supplemented (the "Act") and the Bond Indenture, dated as of February 1, 2024 (the "Bond Indenture"), between the City and the Trustee. The Bonds are limited in aggregate principal amount as provided in, and issued under and secured by, the Bond Indenture. Reference is hereby made to the Bond Indenture and all indentures supplemental thereto for a description of the rights thereunder of the Holders of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights, obligations and indemnities of the City thereunder, to all of the provisions of which Bond Indenture the Holder of this Bond, by acceptance hereof, assents and agrees. All capitalized terms used but not herein defined shall have the meanings ascribed to them in the Bond Indenture.

The financing of the Project has been authorized by a resolution duly adopted by the City pursuant to the laws of the State of Minnesota. This Bond shall not constitute or become an indebtedness, a debt or a liability or a charge against the general credit or taxing power of the City, the State of Minnesota, or any county, city, city and county, town, school district, or other subdivision of the State of Minnesota or of any other political subdivision or body corporate and politic within the State of Minnesota and neither the State of Minnesota nor any county, city, city and county, town, school district, or other subdivision of the State of Minnesota except the City to the extent provided above shall be liable hereon; nor shall this Bond constitute the giving, pledging, or loaning of the faith and credit of the City or the State of Minnesota, or any county, city, city and county, town, school district, or other subdivision of the State of Minnesota or of any other political subdivision or body corporate and politic within the State of Minnesota but shall be payable solely from the funds pledged therefor. The issuance of this Bond shall not, directly or indirectly or contingently, obligate the City, the State of Minnesota or any subdivision of the State of Minnesota nor empower the City to levy or collect any form of taxes or assessments therefor or to create any indebtedness payable out of taxes or assessments or make any appropriation for the payment of this Bond, and such appropriation or levy is prohibited. Nothing in the Act shall be construed to authorize the City to create a debt of the City or the State of Minnesota within the meaning of the Constitution or statutes of the State of Minnesota. The State of Minnesota shall not in any event be liable for the payment of the principal of, premium, if any, or interest on this Bond or for the performance of any pledge, mortgage, obligation, or agreement of any kind whatsoever undertaken

by the City. No breach of any such pledge, mortgage, obligation, or agreement shall impose any pecuniary liability upon the State of Minnesota or any charge upon its general credit or against its taxing power.

The City, the Trustee, and any agent of the City or the Trustee, may treat the Person in whose name this Bond is registered on the Bond Register as the Holder hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond be overdue, and neither the City, the Trustee nor any such agent shall be affected by notice to the contrary.

The Bonds are issuable as fully registered bonds without coupons in Authorized Denominations of \$5,000 or any integral multiple of \$5,000 in excess thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Bond Indenture, Bonds may be exchanged at the Principal Office of the Trustee for a like aggregate principal amount of Bonds of other Authorized Denominations. "Principal Office" means with respect to the Trustee the principal corporate trust office of the Trustee designated in writing to the City and the Company, which initially shall be located at the address set forth in Section 11.06 of the Bond Indenture; provided that for purposes of payment, redemption, transfer, exchange, surrender and cancellation of Bonds only, such term means the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

This Bond is transferable by the Holder hereof, in person, or by its attorney duly authorized in writing, at the Principal Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond or Bonds of like tenor in Authorized Denominations, for the same aggregate principal amount, will be issued to the transferee in exchange herefor.

So long as the Bonds are held in the custody of the Depository Trust Company ("DTC"), upon any partial prior redemption of this Bond, Cede & Co. (the "Securities Depository") in its discretion may request the Trustee to authenticate a new Bond or make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Trustee prior to final payment.

The City, the Company, Astera Health ("Astera") and the Trustee shall have no responsibility or obligation to any DTC Participant or to any Beneficial Owner (as such terms are defined in the Bond Indenture), except as otherwise expressly provided therein. Without limiting the immediately preceding sentence, the City, the Company, Astera and the Trustee shall have no responsibility or obligation with respect to (1) the accuracy of the records of DTC or any other Securities Depository for the Bonds, any nominee or any Participant with respect to any ownership interest in the Bonds, (2) the delivery to any Participant or any other person, other than a Bondholder as shown on the Bond Register, of any notice with respect to the Bonds, including any notice of redemption or (3) the payment to any Participant or any other Person, other than a Bondholder as shown on the Bond Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The Trustee shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Bondholders, as shown on the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be

valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

Each Bond shall bear interest from the Interest Payment Date to which interest has been paid as of the date on which it is authenticated or, if it is authenticated on or before the first Interest Payment Date, from the Issue Date; provided, however, that if, at the time of authentication of any Bond, interest is in default on Outstanding Bonds, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Bonds. Notwithstanding the foregoing, if any Bond is authenticated as of a day during the period from the day after the Record Date immediately preceding an Interest Payment Date to such Interest Payment Date, inclusive, such Bond shall bear interest from such Interest Payment Date; provided, however, that if there is a default in the payment of interest due on such Interest Payment Date, then such Bond shall bear interest provided in the preceding sentence. "Interest Payment Date" means each June 1 and December 1, commencing [June 1, 2024].

Interest on the Bonds will be paid on each Interest Payment Date provided that if any Interest Payment Date is not a Business Day, such interest shall be paid as provided above on the next succeeding Business Day with the same effect as if made on the day such payment was due. Interest on the Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months. Interest on the Bonds shall bear interest from and including the Issue Date until payment of the principal or redemption price thereof has been made or provided for on the due date thereof, whether at maturity, upon redemption or otherwise.

The Bonds are subject to optional, mandatory and extraordinary optional redemption prior to maturity as provided in the Bond Indenture.

Notice of any redemption shall be given by the Trustee in accordance with the terms of the Bond Indenture. Failure by the Trustee to give notice pursuant to the Bond Indenture, or the insufficiency of any such notice, shall not affect the sufficiency of the proceedings for redemption.

No Member of the City Council of the City nor any officer of the City, nor any person executing this Bond, shall in any event be subject to any personal liability or accountability by reason of the issuance of the Bonds.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Bond Indenture contained, against any past, present or future member, officer, official, employee or agent of the City, or through the City, or any successor to the City, 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 member, director, officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of the Bond Indenture and the issuance of the Bonds.

The Holder of this Bond shall have no right to enforce the provisions of the Bond Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Bond Indenture. If an Event of Default occurs and is continuing,

the principal of all Bonds then Outstanding may be declared due and payable upon the conditions and in the manner and with the effect provided in the Bond Indenture.

The Bond Indenture and the Agreement may be amended upon the terms and conditions described therein.

The Bond Indenture prescribes the manner in which it may be discharged and after which Bonds shall no longer be secured by or entitled to the benefits of the Bond Indenture, except for the purposes of registration and exchange of Bonds and of payment from the sources specified in the Bond Indenture of the principal of and redemption premium, if any, and interest on the Bonds as the same become due and payable, including a provision that under certain circumstances the Bonds shall be deemed to be paid if provision for such payment thereof from nonprepayable, noncallable Government Obligations satisfying the requirements of the Bond Indenture have been deposited with the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Act and by the Constitution and statutes of the State of Minnesota.

This Bond shall not be entitled to any benefit under the Bond Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been signed by the Trustee.

IN WITNESS WHEREOF, the CITY OF WADENA has caused this Bond to be executed in its name and on its behalf by the facsimile signatures of its Mayor and City Administrator as of the date set forth above.

CITY OF WADENA

By: _____
Mayor

By: _____
City Administrator

[FORM OF CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds described in the within-mentioned Bond Indenture.

Date of Authentication: [____], 2024

UMB BANK, n.a.,
as Trustee

By: _____
Authorized Signatory

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trustee for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof Cede & Co., has an interest herein.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____

(Please Print or Typewrite Name and Address of Assignee)

(Insert Social Security or other Identifying Number of Assignee) _____ the within Bond and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature: _____

SIGNATURE GUARANTEED:

NOTICE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

EXHIBIT B

FORM OF REQUISITION FOR MONEY FROM THE CONSTRUCTION FUND

To: UMB Bank, n.a.,
as trustee
Attn:

Re: City of Wadena
Revenue Bonds
(Wadena Cancer Center Project) Series 2024 (the “Bonds”)

Requisition No. _____

The undersigned, on behalf of Wadena Cancer Center LLC, hereby requests payment, from the Construction Fund for the Bonds identified above, of the total amount shown [below] [on the attachment hereto] to the order of the payee or payees named [below] [on the attachment]. The payee(s), the purpose and the amount of the disbursement requested are as follows:

[See attachment.]

<u>[Payee</u> Name and Address	<u>Purpose</u>	<u>Amount</u>	<u>Wire or Check</u>
Total			

All capitalized terms used herein shall have the meanings given such terms in the Bond Indenture, dated as of February 1, 2024, between the City of Wadena, as issuer, and UMB Bank, n.a., as trustee, relating to the Bonds identified above. The undersigned hereby certifies as follows:

1. Each of the items for which payment is requested is a Cost of the Project referred to in the Indenture, is a proper charge against the Construction Fund, and is or was necessary in connection with the Project.

2. None of the items for which payment is requested has been reimbursed previously from the Construction Fund, and none of the payments herein requested will result in a breach of the representations and agreements in Section 2.2 of the Agreement.

3. All of the amounts requisitioned hereby will be used in a manner consistent with the Tax Compliance Certificate.

Dated: _____

ASTERA HEALTH

By: _____
Authorized Astera Representative

EXHIBIT C

**FORM OF REQUISITION
FOR MONEY FROM THE COSTS OF ISSUANCE FUND**

To: UMB Bank, n.a.,
as trustee
Attn:

Re: City of Wadena
Revenue Bonds
(Wadena Cancer Center Project) Series 2024 (the “Bonds”)

Requisition No. _____

The undersigned, on behalf of Wadena Cancer Center LLC, hereby requests payment, from the Costs of Issuance Fund for the Bonds identified above, of the total amount shown [below] [on the attachment hereto] to the order of the payee or payees named [below] [on such attachment], as payment or reimbursement for costs incurred or expenditures made in connection with the issuance of the Bonds. The payee(s), the purpose and the amount of the disbursement requested are as follows:

[See attachment.]

<u>[Payee</u>	<u>Purpose</u>	<u>Amount</u>	<u>Wire or Check</u>
Name and Address			
Total			

All capitalized terms used herein shall have the meanings given such terms in the Bond Indenture, dated as of February 1, 2024, between the City of Wadena, as issuer, and [UMB Bank, n.a.], as trustee, relating to the Bonds identified above.

The undersigned hereby certifies as follows:

Each obligation mentioned herein is a Cost of Issuance referred to in the Indenture, has been properly incurred and is a proper charge against the Costs of Issuance Fund. None of the items for which payment is requested has been reimbursed previously from the Costs of Issuance Fund, and none of the payments herein requested will result in a breach of the representations and agreements contained in the Agreement, including Section 2.2, or in the Tax Compliance Certificate.

Dated: _____

ASTERA HEALTH

By: _____
Authorized Astera Representative

**City of Wadena
Action Memorandum 24-04**

Subject: Bolton & Menk, Professional Services Proposal, Hwy 10 Underground Utilities Improvements Final Plans and Specifications

From: Kim Schroeder, City Administrator

Agenda of: January 9, 2024

Background Information:

Following the public hearing and proposed adoption of Resolution 2024-07 authorizing to order the Highway 10 project underground utilities improvements and directing preparation of final plans and specifications, attached is the final engineering design proposal.

Action Requested:

Approve Bolten & Menk to coordinate and complete final engineering design and specifications services estimated at \$165,370.

Council Action: ☐ **Approved**

☐ **Defeated**

☐ **Amended:** _____



**BOLTON
& MENK**

Real People. Real Solutions.

7656 Design Road
Suite 200
Baxter, MN 56425-8676

Ph: (218) 825-0684
Fax: (218) 825-0685
Bolton-Menk.com

January 4, 2024

Kim Schroeder, City Administrator
City of Wadena
222 Second Street SE, PO Box 30
Wadena, MN 56482

RE: Hwy 10 West Expansion Final Design – Professional Services Proposal

Dear Kim:

Previously the City hired Bolton & Menk to complete the preliminary engineering services associated with the pending Hwy 10 utility improvements for the proposed expansion of US Highway 10 from 4th Street NW west to CSAH 92. This preliminary phase of work will be completed with facilitation of the January 9, 2024 Public Improvement Hearing. We estimate the preliminary City project cost for utility replacement to be \$3,244,000. We understand MnDOT is finalizing plans and specifications in mid-2024, and planning for construction in 2025 and 2026.

To complete the final design phase, we would coordinate with City staff and MnDOT staff to design the proposed utility improvements and coordinate with the Mn Pollution Control Agency and Mn Department of Health to obtain regulatory approval. Additionally, we would assist the City with MnDOT cooperative agreement coordination which will include legislative bonding reimbursement to the City. We understand that MnDOT has requested submittal of 60% complete engineering plans by March 2024, final engineering plans by May/June 2024 and intend to bid the project in the fall of 2024.

We estimate our fee will be \$165,370 to complete the final engineering design phase to be billed on an actual hourly basis. This fee does not include additional services associated with easement negotiation, acquisition, and recording. If those services are required, we will provide an amendment request to the City for approval of that added work. A proposal for construction services will be prepared for consideration when MnDOT accepts bids for construction.

We appreciate the opportunity to provide this proposal for professional services. Please contact me at 218-821-7265 or via e-mail at Phillip.Martin@bolton-menk.com if you have any questions.

Sincerely,
Bolton & Menk, Inc.

Phil Martin, P.E.
Principal Engineer

Kim Schroeder, City Administrator

January 4, 2024

Page 2

We hereby accept this proposal and authorize Bolton & Menk, Inc. to proceed with this work.

Accepted:

George Deiss, Mayor

Kim Schroeder, City Administrator

Date:

**City of Wadena
Action Memorandum 24-05**

Subject: Peace Officer Education & Training Program Grant Opportunity

From: Naomi Plautz, Police Chief

Agenda of: January 9, 2024

Background Information:

In light of the department's recent resignation, I would like to apply for the Intensive Comprehensive Peace Officer Education and Training Grant offered by the State.

If a suitable applicant isn't attainable that has already completed the law enforcement program in a traditional manner, this option could allow the department to hopefully obtain a candidate able to attend the condensed six-month program at Alexandria Technical College and work for Wadena after passing the POST test.

Some departments around the state have had unfilled positions for over a year.

If Wadena is selected for this opportunity, it doesn't obligate or commit the city financially. The city can still decline.

Action Requested:

Approve submission of the Intensive Comprehensive Peace Officer Education and Training grant.

Council Action: ☐ **Approved**
☐ **Defeated**
☐ **Amended:** _____

**City of Wadena
Action Memorandum 24-06**

Subject: Fire Dept, Resignations, Appointments, Hire, Reserve Firefighter

From: Cody Yglesias, Fire Chief

Agenda of: January 9, 2024

Background Information:

- Matt Rousslang Resignation as First Assistant. Effective 12/31/2023.
- Andrew Browne Resignation from the Fire Department Effective 1/1/2024.
 - Andrew would like to stay on as a reserve Firefighter to assist when available.
- Approve Jeremy Zaic as new Secretary for Wadena Fire Department.
- Approve hiring Firefighter applicant Arthur Thew from hiring list.

Action Requested:

Approve resignations, appointment, hire, and reserve firefighter as listed.

Council Action: ☐ **Approved**
☐ **Defeated**
☐ **Amended:** _____



Something is happening here....

Meeting Open to the Public



Something is happening here....

Department Reports

**Wadena Public Works Department
Department Head Meeting 1/3/24**

In the past month we have

- Been plowing and hauling snow as needed.
- Started trimming boulevard trees.
- Tried flooding the outdoor skating rinks but the warm weather has made it not possible to open them.

In the next month we plan on

- Plowing snow as needed.
- Trimming boulevard trees throughout town.
- Rebuilding and painting the broken picnic tables and park equipment.
- Doing a sign inspection around town.
- Performing the annual grease and sand trap inspections.
- Looking at spring 2024 street and park projects.

SEWER DEPARTMENT

- The crew at the Wastewater Plant have been doing winter maintenance work at the plant and will be assisting the Street Department in snow removal.
- The search for a Wastewater Foreman continues.

Department Head Meeting

Utilities Department

January 2nd, 2024

Electric Items:

1. Jeff is close to being done with the TCHC utility easements.
2. DGR Engineering is working on the generation feasibility at the SE Substation.
3. We are almost done with gathering data for MRES to complete our rate study. Just waiting for December data.
4. Would like to see a layout for Roach's development to plan the layout. We should have a developers agreement with them similar to the hospital? (Have not in the past)
5. Birch Ave to Deerwood NE conversion and secondaries are done. Crews with wreck out the overhead after tree trimming.
6. Inventory is done, with the large change in pricing our year end growth is larger than normal.
7. MRES is suggesting implementing a Meter Data Management system to better understand cost of service for the various customer types. I have decided to hold off on that for now and complete the rate study by manual calculations.
8. There is a possibility for a grant to assist in the purchase of an MDM system so we are looking into that.
9. Crews will be taking down Christmas decs this week. Tree trimming will start after that.

Water Items:

1. TCHC water main easements are almost done.
2. WTP SCADA system the contractor has all of the equipment now we will work out the time to have them install.
3. High service pump inspection was done and it was determined to replace the pump do to pitting.

**Wadena Police
Department Head Meeting
January 2024**

- ✓ Preparing for our POST audit mid January.
 - ✓ Preparing to find/hire a replacement officer.
 - ✓ Preparing for our annual report to the state on our Drone.
 - ✓ I attended the annual SWAT Administrative meeting. Now that our SWAT team has joined with Becker County, we have many more resources/manpower to pull from. Wadena/Hubbard/Becker Counties, and many municipalities within each of those counties. Our SWAT members train bi-monthly together.
 - ✓ I continue to work on a project that includes the county and other municipalities within Wadena County to research outdoor sirens, cost, and Sourcewell grant funding availability. With the expansion/growth on both sides of Wadena, we are lacking coverage with the current locations of our two sirens.
-

In the month of December our department:

- Conducted **17** traffic stops
- Arrested **9** people
- Signed **3** criminal complaints
- Issued **121** citations

A total of 379 calls were handled for December.

WADENA POLICE DEPARTMENT

Calls For Service Activity December, 2023

01/02/2024

911 Hangup Call	4
Accident-Injury	1
Accident-Property Damage	9
Alarm	2
Ambulance Run (LE)	13
Assist Other Agency	24
Bus Stop Arm Violation	1
Call By Phone	18
Child Welfare	7
Citizen Complaint	2
Civil Process	1
Convoy Or Escort	1
Damage To Property	3
Disturbance/Noise Comp	3
Dog/Animal Complaint	11
Domestic	4
Driving/Parking Complaint	110
Fight	1
Fire	1
Found Property	1
Garbage Complaint	1
Harassment	4
Identity Theft	1
Information	1
Juvenile Trouble	8
Lost Property/Animal	2
Motorist Assist	15
Other Calls	21
Permit Issued	2
POR Compliance Check	4
Property/Child Exchange	1
Protection Order Viol	2
Public Assist	1
PUBLIC NUISANCE	1
See Complainant	4
Sex Crime (Expose, Rape)	1
Special Service Detail	16
Stolen Or Wanted	4
Suicidal Person	2
Suspicious Activity	17
Theft Complaint	11
Traffic Control	9
Traffic Stop	17
Vulnerable Adult Maltreat	5
Welfare Check	12

Grand Total: 379

January 2024 Department Head

January 3, 2024

- Growth is up 55 this month for a total of 1220 memberships.
- New Year means an extremely busy MWRC. All Silver/Fit, Silver Sneaker, and One Pass members need to renew at the beginning of the year to maintain membership.
- We have been lucky with minimal snow so far.
- Sandy Schmitz (AM front desk lady) is retiring the end of January and will be replaced with someone from within.
- Winter swim lessons will be in February, sign up has started.